

**PROPOSED MASONRY PERIMETER WALL
CONSTRUCTION AT ACHIEVERS' PARADISE 2, KIMUKA,
NGONG, KAJIADO COUNTY.**



OPEN TENDER

TENDER NO: OPT/OP/02/2025 - 2026

OPENING DATE: 26TH AUGUST 2025

***CLOSING DATE: 10:00 AM ON 12TH SEPTEMBER 2025 AT OPTIVEN
LTD GLOBAL OFFICE, ZAMANI BUSINESS PARK, KAREN***

CONTENTS PAGE

This Tender Document Consists of:

TABLE OF CONTENTS

CONTENTS PAGE	2
INTRODUCTION	3
SECTION I: INVITATION TO TENDER.....	4
SECTION II: INSTRUCTIONS TO TENDERERS	6
SECTION III: GENERAL CONDITIONS OF CONTRACT.....	23
SECTION IV: SPECIAL CONDITIONS OF CONTRACT	43
SECTION V: TENDER EVALUATION CRITERIA	46
SECTION VI: STANDARD FORMS	53
SECTION VII: BILLS OF QUANTITIES.....	63
SECTION VIII: SPECIFICATIONS.....	102
SECTION IX: APPENDICES.....	117

INTRODUCTION

1. This standard tender document for procurement of works has been prepared for Optiven Ltd in the procurement of works (i.e. in accordance to the Standard Tender Document for Procurement of small works).
2. The following guidelines should be observed when using the document:-
 - a) Specific details should be furnished in the Invitation to tender and in the special conditions of contract (where applicable). The tender document issued to tenderers should not have blank spaces or options.
 - b) The instructions to tenderers and the General Conditions of Contract should remain unchanged. Any necessary amendments to these parts should be made through Appendix to instructions to tenderers and special conditions of contract respectively.
3. Information contained in the invitation to tender shall conform to the data and information in the tender documents to enable prospective tenderers to decide whether or not to participate in the tender and shall indicate any important tender requirements

The cover of the document shall be modified to include:-

- I. Tender Number: **OPT/OP/02/2025 -2026**
- II. Tender Name: **TENDER FOR CONSTRUCTION OF THE PROPOSED MASONRY PERIMETER WALL AT ACHIEVERS' PARADISE 2, KIMUKA, NGONG, KAJIADO COUNTY.**
- III. Name of procuring entity: **OPTIVEN LIMITED**

SECTION I: INVITATION TO TENDER

SECTION I: INVITATION TO TENDER

TENDER NO: OPT/OP/01/2025-2026.

CLOSING DATE: 12TH SEPTEMBER, 2025

TENDER NAME: TENDER FOR CONSTRUCTION OF THE PROPOSED MASONRY PERIMETER WALL AT ACHIEVERS' PARADISE 2, KIMUKA, NGONG, KAJIADO COUNTY.

- i. *Optiven Ltd invites sealed bids from eligible candidates for the **TENDER FOR CONSTRUCTION OF THE PROPOSED MASONRY PERIMETER WALL AT ACHIEVERS' PARADISE 2, KIMUKA, NGONG, KAJIADO COUNTY.***
- ii. This is an **Open Tender**.
- iii. Prices quoted should be net inclusive of all taxes, must be in Kenya shillings and shall remain valid for ***ninety (90) days*** from the closing date of tender.
- iv. Tenders **SHALL** require bid bonds.
- v. The completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the **Tender Box** located at **OPTIVEN LTD. ABSA TOWERS, LOITA STREET 2ND FLOOR, RECEPTION AREA,** and be addressed to **THE PROCUREMENT AND DISPOSAL COMMITTEE, OPTIVEN LTD, P.O Box 623-00600, NAIROBI- KENYA** so as to be received on or before 10:00 AM 12TH SEPTEMBER, 2025.

Disclaimer: *Late bids will be rejected and returned unopened. Optiven Ltd reserves the right to accept or reject a tender in whole or in part. Canvassing will lead to automatic disqualification.*

SECTION II: INSTRUCTIONS TO TENDERERS

SECTION II: INSTRUCTIONS TO TENDERERS

TABLE OF CONTENTS

CLAUSE	PAGE
1. General Instructions	4-6
2. Tender Documents	7
3. Preparation of Tenders	8-10
4. Submission of Tenders	10-11
5. Tender Opening and Evaluation	12-13
6. Award of Contract	14-15
7. Corrupt and Fraudulent Practices	15
8. Particular of appendix to instructions to tender	20

1. General/Eligibility/Qualifications/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, including all subcontractors.
- 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 any drawings and charts, as necessary.
- 1.4 All tenderers shall include the following information and documents with their tenders:
 - (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; 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 **three (3) years**;
 - (c) experience in works of a similar nature and size for each of the last three years, and details of work under way or contractually committed; and names and addresses of clients who may be contacted for further information on these contracts;
 - (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 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 three years;

- (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 **Thirty (30) Percent** of the Contract Price.

1.5 Tenders **SHALL NOT** be accepted from a joint venture.

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 (two) times the estimated annual cash flow 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 **seventy (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 Contract manager with at least five years' experience in works of an equivalent nature and volume, including no less than three years as Manager; and

(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 4 months of the estimated payment flow under this Contract.

- 1.7 Each tenderer shall submit only one tender. A tenderer who submits or participates in more than one tender (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.
- 1.8 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.
- 1.9 The tenderer, at the tenderer's own responsibility and risk, is encouraged to visit and examine the Site of the Works and its surroundings, and obtain all information that may be necessary for preparing the tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the tenderer's own expense.
- 1.10 The procuring entity's employees, committee members, board members are not eligible to participate in the tender.

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.
- (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) Bills of Quantities
 - (g) Drawings/Sketches.
 - (h) Forms of Securities/Bonds.
- 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 at the address indicated in the letter of invitation to tender. The Employer will only respond to requests for clarification received earlier than **seven (7) days** prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all persons issued with tendering documents, including a description of the inquiry, but without identifying its source.
- 2.4 Before the deadline for submission of tenders, the Employer may modify the tendering documents by issuing addenda. Any addendum thus issued shall be part of the tendering documents and shall be communicated in writing 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) Bid Bond;
 - (c) Priced Bill of Quantities;
 - (d) Qualification Information Form and Documents;
 - (e) 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 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 ***ninety (90) days*** from the opening date. 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 Bid Bond. 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 Bid Bond 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, a Bid Bond in the amount and form specified in the appendix to invitation to tenderers. This shall be in the amount not exceeding ***two (2) percent of the tender price.***
- 3.8 The format of the Bid Bond should be in accordance with the form of Bid Bond included in **Section 6 - Standard Forms** or any other form acceptable to the Employer. Bid Bond shall be valid for ***thirty (30) days*** beyond the validity of the tender.
- 3.9 Any tender not accompanied by an acceptable Bid Bond shall be rejected.
- 3.10 The Bid Bonds of unsuccessful tenderers will be returned within ***Thirty (30) days*** of the end of the tender validity period specified in Clause 3.6.
- 3.11 The Bid Bond of the successful tenderer will be discharged when the tenderer has signed the Contract Agreement and furnished the required Performance Security/Guarantee.
- 3.12 The Bid Bond may be forfeited if;
- (a) if the tenderer withdraws the tender after tender opening during the period of tender validity;
 - (b) if the tenderer does not accept 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 any necessary technical design as indicated in the Drawings and Specifications. Alternatives will not 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, and clearly marked “ORIGINAL”. In addition, the tenderer shall submit copies of the tender, in the number specified in the invitation to tender, and clearly marked as “COPIES”. In the event of discrepancy between them, the original shall prevail.

- 3.15 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the tenderer, pursuant to Clause 1.5 (a) Or 1.6 (b), as the case may be. All pages of the tender where alterations or additions have been made shall be initialed by the person or persons signing the tender.
- 3.16 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than **seven (7) days** prior to the deadline for submission of tenders.
- 3.17 The procuring entity shall reply to any clarifications sought by the tenderer within **three (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.
- 4.2 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.
- 4.3 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.
- 4.4 Any tender received after the deadline prescribed in clause 4.2 will be returned to the tenderer unopened.
- 4.5 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.
- 4.6 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 Bid Bond pursuant to Clause 3.11.

- 4.7 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 tenders will be opened by the Employer, including modifications made pursuant to Clause 4.5, Envelopes marked “**WITHDRAWAL**” shall be opened first.
- 5.2 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 Bid Bond, 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 will be prepared by the Employer.
- 5.3 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 until the award to the successful tenderer has been Announced. Any effort by a tenderer to influence the Employer’s officials, processing of tenders or Award decisions may result in the rejection of his tender.
- 5.4 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 but no change in the price or substance of the tender shall be sought, offered, or permitted except as required to confirm the tender sum in the evaluation of the tenders in accordance with Clause 5.7.
- 5.5 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) 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.
- 5.6 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.

NOTE: The tender sum as submitted shall be absolute and final and shall not be subject to correction, adjustment or amendment in any way by any person or entity.

- 5.7 The Employer will evaluate and compare only the tenders determined to be substantially responsive in accordance with Clause 5.5.
- 5.8 In evaluating the tenders, the Employer will determine for each tender the evaluated tender price as read out during the tender opening.

- 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 a 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 documents and who has offered the lowest evaluated tender price, provided that such tenderer has been determined to be (a) eligible in accordance with the provision of Clauses 1.2, and (b) qualified in accordance with the provisions of clause 1.7 and 1.8.
- 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. 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 21 days after receipt of the Letter of 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 Bid Bond.
- 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 tender evaluation committee shall evaluate the tender within *thirty (30) days* of the validity period from the date of opening the tender.
- 6.10 The parties to the contract shall have it signed within *ten (10) days* from the date of notification of contract award unless there is an administrative review request in writing to the parties.
- 6.11 Contract price variations **shall not be allowed** for contracts not exceeding one year (12 months)
- 6.12 Where contract price variation is allowed, the **valuation shall not exceed 10% of the original contract price.**
- 6.13 Price variation request shall be processed by the procuring entity within **thirty (30) days** of receiving the request.
- 6.14 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 6.15 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within **fourteen (14) days** of receiving the request from any tenderer.
- 6.16 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 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.

8	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	A. General
	<p>The name of the contract is: TENDER FOR THE CONSTRUCTION OF PROPOSED MASONRY PERIMETER WALL AT ACHIEVERS' PARADISE 2, KIMUKA, NGONG, KAJIADO COUNTY.</p> <p>The reference number of the Contract is OPT/OP/02/2025-2026</p>
	<p>The rates and prices set down by the tenderer against the items in the Bills of Quantities are to be the full inclusive value of the finished work described thereunder and are to include for profits, taxes and all obligations and liabilities of every kind which under the contract are to be borne by the Contractor.</p> <p>The pricing should be inclusive of Value added Tax (VAT) 16%; the contractor shall include his/her allowance for VAT in the all-in rates for individual items. The VAT SHOULD NOT be added as a separate item on the GRAND SUMMARY page.</p>
	B. Contents of Tender Document
	The Tenderer will submit any questions in writing, to reach the Procuring Entity before seven (7) days to tender submission deadline date.
	<p>For Clarification of Tender purposes, for obtaining further information, the Procuring Entity's address is:</p> <p style="text-align: center;">OPTIVEN LTD</p> <p style="text-align: center;">P.O BOX 623-00600, NAIROBI</p> <p style="text-align: center;">ABSA TOWERS, LOITA STREET, 2ND FLOOR.</p> <p style="text-align: center;">Email : procurement@optiven.co.ke</p>
	C. Preparation of Tenders
	<p>The Tenderer shall submit the following additional documents:</p> <ul style="list-style-type: none"> i. A copy of current registration certificate with relevant statutory body and National Construction Authority (NCA) Registration as Class 6 Building Works Contractors and Above. ii. Evidence of current annual practicing license registration with NCA. iii. Valid Tax Compliance Certificate and Valid tax License. iv. Certificate of Incorporation, CR12 and Updated Business Profile.
	Alternative Tenders SHALL NOT be considered.
	Alternative times for completion SHALL NOT be permitted.
	The prices quoted by the Tenderer shall be FIXED
	The Tender validity period shall be ninety (90) days from the date of submission.
	A Bid Bond is required.
	Tenders must be accompanied with a Bid Bond in the form of bank guarantee,

8	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	Insurance Company guarantee, a letter of credit or guarantee by a deposit taking Microfinance Institution, Sacco Society, the Youth Enterprise Development Fund or Women Enterprise Fund which must be attached to the tender document must be valid for Ninety (90) days after the date of closure of tender.
	In addition to the original of the Tender, the number of copies is: One (1)
	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: The name, designation, contact information, signature, and official stamp.
D. Submission and Opening of Tenders	
	<p>(A) For <u>Tender submission purposes</u> only, the Procuring Entity's address is:</p> <p style="text-align: center;">OPTIVEN LTD.</p> <p style="text-align: center;">THE PROCUREMENT AND DISPOSAL COMMITTEE.</p> <p style="text-align: center;">ABSA TOWERS, LOITA STREET, 2ND FLOOR.</p> <p style="text-align: center;">BEFORE OR ON 12TH SEPTEMBER 2025 AT 10:00AM</p> <p>Tenders SHALL NOT be submitted electronically and only physical copies will be accepted.</p>
E. Evaluation, and Comparison of Tenders	
	The adjustment shall be based on the <i>original quoted</i> price of the item or component as quoted by the Tenderer.
	At this time, the Procuring Entity DOES NOT INTEND to execute certain specific parts of the Works by subcontractors selected in advance.
	Contractor's may propose subcontracting: Maximum percentage of subcontracting permitted is: <i>30% of the total contract amount</i> . Tenderers planning to subcontract work shall specify, in the Form of Tender, the activity (is) or parts of the Works to be subcontracted along with complete details of the subcontractors and their qualification and experience.
	Additional requirements apply. These are detailed in the evaluation criteria in Section V, Evaluation and Qualification Criteria.
	In the event of dispute the parties shall endeavor to settle it amicably. If the parties fail to resolve the matter, the same shall be referred to arbitration as per the provisions of these documents.
	The amount of Performance Guarantee/Security shall be Ten Percent (10%) of the Contract Price and shall be in form of Bank guarantee or Insurance Company guarantee.
	<p>If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to: procurement@optiven.co.ke</p> <p>For the attention: <i>The Procurement and Disposal Committee</i></p>

8	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	Procuring Entity: <i>Optiven Ltd</i> Email address: <i>procurement@optiven.co.ke</i>

SECTION III: GENERAL CONDITIONS OF CONTRACT

SECTION III: GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

1. Definitions.....	21-22
2. Interpretation.....	23
3. Language and Law.....	24
4. Project Manager's Decisions.....	24
5. Delegation.....	24
6. Communication.....	24
7. Sub-Contracting.....	24
8. Other Contractors.....	24
9. Personnel.....	25
10. Works.....	25
11. Safety and Temporary Works.....	25
12. Discoveries.....	25
13. Work Programme.....	25
14. Possession of Site.....	26
15. Access to Site.....	26
16. Instruction.....	26
17. Extension or Acceleration of completion date.....	26
18. Management meetings.....	26
19. Early Warning.....	26
20. Defects.....	27
21. Bills of Quantities.....	27
22. Variations.....	27
23. Payment Certificates.....	28
24. Compensation events.....	30
25. Price Adjustment.....	31
26. Retention.....	32
27. Liquidated Damages.....	32
28. Securities.....	32
29. Day Works.....	32
30. Liability and Insurance.....	33
31. Completion and Taking Over.....	34
32. Final Account.....	34
33. Termination.....	34
34. Payment upon termination.....	35
35. Release from performance.....	36
36. Corrupt gifts and payments of commission.....	36
37. Settlement of Disputes.....	36

1. **Definitions**

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 who’s 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.

“Day works” 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.

“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;
- (a) Agreement,
 - (b) Letter of Acceptance,
 - (c) Contractor's Tender,
 - (d) Appendix to Conditions of Contract,
 - (e) Conditions of Contract,
 - (f) Specifications,
 - (g) Drawings,
 - (h) Bill of Quantities,
 - (i) Any other documents listed in the Appendix to Conditions of Contract as forming part of the Contract.
- 2.4 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

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

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

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

6 Communications

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

7 Subcontracting

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

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

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

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

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 Programme

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

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

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 ***Twenty One (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 Contract Bills of Quantities for the particular item by more than ***Twenty Five (25) Percent*** and provided the change exceeds ***one (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 (7) 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 **thirty (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 (Kshs.)***. 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 any 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 ***Disclaimer:*** *No advance payment shall be extended in these Contracts unless on special circumstances.*
- 23.8 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.
- 23.9 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. 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 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.

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

24.4 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 **Thirty (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 **Thirty (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 ***Thirty (30) days*** beyond the date of issue of the Certificate of Completion.

29. Day Works

29.1 If applicable, the Day works 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 Day works 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 Day works subject to obtaining signed Day works 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.

30.5 All such insurance shall provide for compensation required to rectify the loss or damage incurred.

30.6 If the Contractor does not provide any of the policies and certificates required, the Employer may affect 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.

- 30.7 Alterations to the terms of an 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 ***thirty (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 ***Sixty (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 ***thirty (30) days*** when no stoppage of work is shown on the current program and the stoppage has not been authorized 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 ***thirty (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 ***Thirty (30) days (for Interim Certificate)*** or ***Sixty (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.

34.5 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 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 favor or disfavor 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 (90) 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 IV: SPECIAL CONDITIONS OF CONTRACT

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC

<u>The Employer is:</u>	Name: Optiven Ltd Address: P.O. BOX 623-00600, Nairobi Kenya Email: procurement@optiven.co.ke
<u>The Project Manager is:</u>	Name: Optiven Ltd. Address: P.O.BOX 623-00600, Nairobi, Kenya Email: procurement@optiven.co.ke Cc : surveyor@optiven.co.ke analytics@ptiven.co.ke
<u>The Name (And Identification Number) Of The Contract:</u>	Tender for Construction of the Proposed Masonry Perimeter Wall at Achievers' Paradise 2, Kimuka, Ngong, Kajiado County. Tender No: OPT/OP/02/2025 -2026
<u>The Start Date Shall be</u>	As Agreed With The Project Manager
<u>The Intended Completion Date for the whole of the Works shall be</u>	[Insert Number] From Date Of Site Possession (In Weeks).
<u>The following documents also form part of the Contract</u>	Documents Listed In Conditions Of Contract
<u>The Contractor shall submit a revised program for the Works within:</u>	14 Days Of Delivery of The Letter of Acceptance
<u>The Site Possession Date Shall be</u>	As Agreed With The Project Manager
<u>The Site is located at</u>	
<u>The Defects Liability period</u>	Three (3) Months.
<u>Sub-Contractors expected to undertake sub-contract works under a domestic contract arrangement with the Main Contractor on the site Include those for the execution of;</u>	1. 2.
<u>The minimum insurance covers shall be</u>	ALL CONTRACTORS RISK POLICY COVERING THE WHOLE CONTRACT; Additionally, a. The minimum cover for insurance of the Works and of Plant and Materials in respect of the Contractor's faulty design is NIL b. The minimum cover for loss or damage to Equipment is NIL

	c. The minimum for insurance of other property is Kshs. 500,000.00 d. The minimum cover for personal injury or death insurance e. For the Contractor's employees is AS PER APPLICABLE LAWS f. And for other people is Kshs. 500,000.00
The following events shall also be Compensation Events:	Those Listed In The Conditions Of Contract Clause
The period between Program updates is	30 Days
The amount to be withheld for late submission of an updated Program is	Half of Certificate
The proportion of payments retained is	10% of Contract Price
The Price Adjustment Clause	SHALL NOT Apply
The liquidated damages for the whole of the Works is	Kshs. 50,000.00 (Per Week or Part Thereof)
The Performance Security shall be for the following minimum amounts equivalent	10 PERCENT As A Percentage of The Contract Price
The rate of exchange for calculation of foreign currency payments	Is Not Applicable
The schedule of basic rates used in pricing	As Attached By The Employer.
Advance Payment	SHALL NOT Be Granted
Period of final measurements	1.5 Months From Practical Completion
Defects Liability period	3 Months From Practical Completion
Date for commencement	As Agreed With The Project Manager
Period of interim certificates	2 Weeks
Period of honoring certificates	30 Days
Limit of amount certified retained	5%

SECTION V: TENDER EVALUATION CRITERIA

SECTION V: TENDER EVALUATION CRITERIA

5.1. Procurement Item:

No.	Description	Delivery Time
1	Proposed Construction of Masonry Perimeter Wall at Achievers' Paradise 2, Kimuka, Ngong, Kajiado County.	

5.2 Instructions on Submission of Bids:

The Tenderer must submit a **one (1) –envelope bid (2 documents clearly marked as original and copy)** in the following format: Proposal comprising of the following documents presented in the order given:

1. **Financial Bid** comprising of;

- a) Form of tender, grand tender summary which will include final amounts in priced Bills of quantities for works.

2. **Mandatory bid** comprising of the following documents presented in the order given:

- a) National Construction Authority Registration Certificates for Main Contractor and All Sub-contractors (NCA 6)
- b) Current NCA Contractor's Annual Practicing License for Main Contractor and all Sub-contractors
- c) Confidential Business Questionnaire for Main Contractor and all Sub-contractors
- d) Power of Attorney¹ (except for Sole Proprietor) for Main Contractor and all Sub-contractors
- e) Business Registration Certificate/Certificate of Incorporation for Main Contractor and all Sub-contractors.
- f) Copy of ID (*Sole Proprietor*)
- g) Bid Bond.
- h) Valid Tax Compliance Certificate for Main Contractor and all Sub-contractors
- i) Reference Letter from the Bank
- j) Key Staff Competency profiles for Main Contractor and all Sub-contractors
- k) Manufacturer's Authorization Form.
- l) Pre-bid Site Visit Certificate.

5.3 Sealing and Marking of the Bid:

This is a ONE-BID ENVELOPE, where the mandatory, technical and financial proposals are submitted in one envelope.

The inner envelopes should be clearly marked as follows:

ORIGINAL TENDER (combined Mandatory, Technical & Financial)

¹Bidder to attach documentary proof of authority to sign the bid documents on behalf of the bidder.

COPY OF TENDER (combined Mandatory, Technical & Financial)

The envelopes shall then be sealed in an outer envelope and addressed to:

The Procurement and Disposal Committee

Optiven Ltd.

Absa Towers, Loita Street, 2nd floor.

P.O. Box 623-00600, Nairobi Kenya

5.4 Tender Responsiveness Criteria

The submission of the following items will be required in the determination of the completeness of the Bid. Bids that do not contain the following information required will be declared non responsive and shall not be evaluated further.

No .	<u>Description of Criteria</u>	Particulars Provided	Responsiveness	
			YES	NO
1.	Sealed Original and Copy of the tender in separate envelopes as Original and „Copy “ The envelope then shall be sealed in an outer envelope	Evidence to be availed is original and Copy		
2.	Attachment of a copy of certificate of Incorporation/ Registration	Evidence to be availed is the Certificate		
3.	Valid PIN, Tax Compliance Certificate for Main Contractor and all Sub-contractors	Evidence to be availed is valid PIN and Tax Compliance Certificate		
4.	Attachment of NCA Registration as class “6” for Main Contractors and National Construction Authority (NCA 7) for Domestic Sub-contractors	Evidence to be availed is the Certificate		
5.	Valid NCA Contractor’s Annual Practicing License for Main Contractor and all Sub-contractors;	Evidence to be availed is a valid Certificate		
7.	Confidential Business Questionnaire for Main Contractor and all Sub – Contractors dully filled and signed	Evidence to be availed is dully filled and signed form		

No .	<u>Description of Criteria</u>	Particulars Provided	Responsiveness	
			YES	NO
8.	Form of tender dully filled and signed	Evidence to be availed is dully filled and signed form		
9.	Power of Attorney (except for Sole proprietor) for Main Contractor and all Sub-contractors	Evidence to be availed is power of Attorney		
10.	Business Permit for Main Contractor and allSub-contractors	Evidence to be availed isvalid Certificate		
11.	Bid Bond of <i>Two (2) Percent</i> of the Tender Sum.	Evidence to be availed is the Bid Bond Cert/ Letter.		
12.	Reference Letter from the Bank indicating evidence of adequacy of working capital for this contract	Evidence to be availed is reference letter from the bank		
13.	Key Staff Competency profiles for Main Contractor and all Sub-contractors	Evidence to be availed are profiles of key staff and all subcontractors		
14	Manufacturers' Authorization Form	Evidence to be availed is the manufacturers' authorization form duly signed by a recognized manufacturer.		
15.	Mandatory Pre – bid Site Visit Certificate	Evidence to be availed is mandatory site visit certificate which should be attached on tender documents		
16.	Audited Accounts for the last 2 years	Evidence to be availed is certified audited accounts		
17.	References letters of at least 2 clients supplied with Similar works	Evidence to be availed are letters from referees		
	Responsive			
	Non Responsive			

5.5 Technical Evaluation Criteria

The following criteria will be used in the evaluation of both Main Contractor and their associated Domestic Subcontractors. The documents submitted will be evaluated for suitability and awarded marks as per the table below;

Technical capability Assessment Total score **80 marks pass mark 60 marks (75%)**

<u>DESCRIPTION OF CRITERIA</u>		MAX SCORE	CUT OFF SCORE
<u>Managerial and Key Personnel Competency Profiles C.Vs including relevant technical experience (Minimum 8 Years) for at least four (4) relevant key staff. All registered professionals should have current practicing license.</u> ➤ Registered Quantity Surveyor, (5mks) ➤ Registered Land Surveyor, (5mks) ➤ Project/Construction Manager, (5mks) ➤ Site agent/Foreman (5mks)		20	15
<u>Experience/Reputation (20 mks)</u> a) Proof of satisfactory service for contracts of similar or higher value (10mks) . ➤ Similar MASONRY PERIMETER Wall Projects (preferably Private Projects) of at least Kshs.10m contract sum (up to 2 Projects - 5 marks) ➤ Other projects of at least Kshs. 15m contract sum (up to 2 Projects -2 marks) b) Submit reference letter from at least two clients. (10mks) , which should include: ➤ summary of services rendered (4 mks), ➤ value of contracts (4 mks) and ➤ contact person, address and telephone numbers (2 mks)		20	20
<u>Plant and Equipment (Provide proof of ownership or lease agreements)</u> ➤ Owned plant and equipment (1 No. Wheel loader/Excavator/Grader/Back hoe, 1 No.10 Ton tippers, 2 No. 1.5 Ton Pick-Up Vehicles, 2 no. Concrete mixers, 1 No. Generator, 2 no. Poker Vibrators) (12mks) ➤ Leased or sub-contracted plant and equipment (max 3marks)		15	10
<u>Price Consistency (5 Marks)</u> ➤ Pricing Consistency (same rates for similar items of works) and checking against front-loading of the tender sum. ➤ Economic responsiveness i.e. tendered rates should realistically be within market rates. ➤ Correctness of the Tender Sum against arithmetic error(s). Tenderers whose unit rates are; consistent, not front loaded, are within market rates and have confirmed their tender sum in case of arithmetic error(s) will be ranked against their tender sums.		5	3
<u>Proposed works methodology (5 mks)</u>		5	3

Description of Criteria	Max Score	Cut off Score
Proof of Having Constructed Similar Walls (10 mks) ➤ MASONRY PERIMETER Walls (preferably Private Projects) with all aspects of sustainable construction (atleast 2 with 5mks per project) ➤ Other Projects with aspect of Sustainable construction (at least 2 with 2.5mks per building) ➤ No Project Undertaken with Aspects of Sustainable Construction (0 mks)	10	7
General Tender Documentation Presentation.(5 mks) ➤ Well bound and annotated (2mks) ➤ Neatness of Attachments to documents (3mk)	5	2
Total Score	80	60

NB: Bidders MUST paginate their tender documents from cover to cover.

5.6 Financial Evaluation Criteria

As deduced from the audited accounts; the purpose is to evaluate the financial strength of the bidders and the Total Score is **20 Marks** with a Pass mark of **14 Marks (70%)**

Criterion	Scores	Marks Earned
Audited Accounts for the last 2 Years	Yes	
Annual Turnover Average annual turn-over equal to or greater than the cost of the project cost (2 mks) Average annual turn-over above 50% but below 100% of the cost of the project (2 mks) Average annual turn-over below 50% of the cost of the project (1 mks)	5	
Average Net Premium Earned	2	
Average General Financial Trend	2	
Average Total Assets	2	
Average Total Equity	3	
For Working Capital, to provide evidence of access to Financial Resources as Cash in Hand (Bank Statement) or Lines of Credit or Reference Letter from Reputable Bank	3	
Net Worth	3	
Total Score	20	

5.7 Due Diligence

Over and above the technical evaluation, due diligence will be conducted in attempt to exercise extra reasonable care before engaging any of the bidders. This exercise will seek to establish the physical existence and location of the bidder's firms, physical existence of the past projects undertaken by the bidders as listed in their profiles as well as assurance from previous clients on their involvement with the bidders.

As such, this exercise will be conducted in 2 stages:

- (i) Office visit and interviews and
- (ii) Listed Project Site Visits.

5.8 Overall Tender Evaluation Criteria

The bidders who pass the test of price consistency and reasonableness, and accept their arithmetic errors (if any) shall finally be graded in terms of their submitted tender sums. The lowest bid in this group shall be the lowest evaluated.

SECTION VI: STANDARD FORMS

SECTION VI: STANDARD FORMS

	Notes on the Sample Forms:
1	<i>Form of Tender</i> -The form of tender must be completed by the tenderer and Submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2	<i>Confidential Business Questionnaire Form</i> - This form must be completed by the Tenderer and submitted with the tender documents.
3	<i>Bid Bond Form</i> - As required by the tender documents the tenderer shall provide the bid bond either in the form included herein or in another format acceptable to the procuring entity.
4	<i>Performance Security Form</i> - The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the Form provided herein or in another form acceptable to the procuring entity.
5	<i>Manufacturers Authorization Form</i> - As required by the tender documents this must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an Agent.
6	<i>Letter of Notification of Award</i> – The letter for notification of award shall not be completed by the tenderer at the time of submitting the tender. The letter shall be completed by the procuring entity and extended to the successful bidder(s).

6.1 FORM OF TENDER

The Procurement and Disposal Committee,
Optiven Limited,
P.O. Box 623-00600
NAIROBI, Kenya.

Date_____

Tender No._____

M/S:

Having examined the tender documents including Addenda No. the receipt of which is hereby duly acknowledged, We, the undersigned, offer to construct, complete and maintain the whole of the Works in conformity with the Drawings, Conditions of Contract, Specifications and Bills of Quantities as follows:

- 1) In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities/ Schedule of Rates for the execution of the above named works, We, the undersigned offer to construct, install and complete such Works and remedy any defects arising 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 within **seven (7) days** of receipt of the Architects/ Project Manager Order to commence and to complete and deliver the whole of the works within a completion period of.....weeks [Amount in Figures].
- 3) If our Tender is accepted, we undertake, to provide, within **(14) fourteen days** of the acceptance of our Tender and before signing of the Contract Agreement, the guarantee of a bank in a sum of equivalent to Ten (10) percent of the Contract Price for the due performance of the Contract, in the form prescribed by
- 4) We agree to abide by this Tender for a period ofdays from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 5) This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.
- 6) We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this..... day of.....2025

[Signature]..... [In the capacity of]

Duly authorized to sign tender for an on behalf of

Witness..... Name.....

Address.....

6.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1; either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business; and Part 3.

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

Part 1 – General

- 1.1 Business Name.....
- 1.2 Location of Business Premises.....
- 1.3 Plot No.....Street/Road
- Postal Address.....Tax Compliance No.....
- Tel No..... Business Permit No.....
- E mail PIN.....
- 1.4 Nature of Business.....
- 1.5 Registration Certificate No.....
- 1.6 Maximum Value of Business which you can handle at any one time – KSHS.....
- 1.7 Name of your Bankers.....
- Branch.....

Part 2 (a) – Sole Proprietor

- 2a.1 Your Name in Full.....
- 2a.2 Nationality
- Country of Origin
- Citizenship
- Details.....

Part 2 (b) Partnership

- 2b.1 Given details of Partners as follows:
- 2b.2 Name Nationality Citizenship Details Shares
- 1.....
- 2.....
- 3.....
- 4.....

Part 2 (c) – Registered Company

- 2c.1 Private or Public
- 2c.2 State the Nominal and Issued Capital of Company-
- Nominal KSHS.....

Issued KSHS.

2c.3 Given details of all Directors as follows

Name Nationality Citizenship Details Shares

- 1.....
- 2.....
- 3.....
- 4.....

Part 3 – Eligibility Status

3.1 Are you related to an Employee, Committee Member or Director of Optiven Limited

Nairobi? Yes_____No_____

3.2 If answer in 3.1 is YES give the relationship.

.....

3.3 Does an Employee, Committee Member, or Director of Optiven Limited sit in the Organization, Subsidiaries or Sub-Contractors?

Yes_____No_____

3.4 If answer in 3.3 above is YES give details.

.....

3.5 Has your Organization, Subsidiary or Sub-contractor been involved in the past directly or indirectly with a firm or any of its affiliates that have been engaged by Optiven Ltd to provide consulting services for preparation of design, specifications and other documents to be used for procurement of the goods under this invitation?

Yes_____No_____

3.6 If answer in 3.5 above is YES give details.

.....

.....

3.7 Are you under a declaration of ineligibility for corrupt and fraudulent practices? YES_____

No_____

3.8 If answer in 3.7 above is YES give details:

.....

.....

3.9 Have you offered or given anything of value to influence the procurement process?

Yes_____No_____

3.10 If answer in 3.9 above is YES give details

.....
.....

I DECLARE that the information given on this form is correct to the best of my knowledge and belief.

Date..... Signature of Candidate

- ❖ If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.

6.3 BID BOND DECLARATION FORM

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

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

Tender No.....

To:.....

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Bid Bond Declaration.

2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of*[insert number Of months or years]* starting on*[insert date]*, if we are in breach of Our obligation(s) under the bid conditions, because we:

(a) have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or

(b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Tenderers.

3. We understand this Bid Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification of the name of the successful Bidder; or (ii) **thirty (30) days** after the expiration of the bid/tender validity.

Signed:*[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the BidBond Declaration]*

Name:..... *[insert complete name of person signing the Bid Bond Declaration]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____*[insert date of signing]*

6.4 PERFORMANCE SECURITY FORM

To: OPTIVEN LIMITED
P.O BOX 623-00600
NAIROBI

_____ (Date)

RE: **TENDER FOR THE CONSTRUCTION OF PROPOSED MASONRY PERIMETER WALL AT
ACHIEVERS' PARADISE 2, KIMUKA, NGONG, KAJIADO COUNTY**

WHEREAS _____
_____ (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____
date _____ 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 Completion.

SIGNATURE AND SEAL OF THE GUARANTOR _____

Name of Bank _____

Address _____

Date _____

6.5 MANUFACTURER'S AUTHORIZATION FORM

To: _____

WHEREAS
[name of the manufacturer] who are established and reputable manufacturers of [name
and/or description of the goods] having factories at [address
of factory] do hereby authorize [Name and address of Agent] to submit
a tender, and subsequently negotiate and sign the Contract with you against tender No.
..... [Reference of the Tender] for the above goods manufactured by
us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract
for the goods offered for supply by the above firm against this Invitation for Tenders.

[signature for and on behalf of manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be
signed by a person competent.

6.7 LETTER OF NOTIFICATION OF AWARD

Optiven Limited.
P.O. Box 623-00600,
Nairobi, Kenya.

To: _____

RE: Tender No. _____

Tender Name _____

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

1. Please acknowledge receipt of this Letter of Notification signifying your Acceptance.
2. The Contract(s) shall be signed by the parties within *seven (7) days* of the date of this letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this Letter of Notification of Award.

The Procurement and Disposal Committee,
Optiven Ltd.
P.O. Box 623-00600
NAIROBI.

SECTION VII: BILLS OF QUANTITIES

SECTION VII: BILLS OF QUANTITIES

1. The Contractor is required to check the numbers of the pages and should any be found to be missing or in duplicate or the figures or writing indistinct, he must inform the Quantity Surveyor through surveyor@optiven.co.ke at once and have the same rectified.
2. Should the Contractor be in doubt about the precise meaning of any item, word or figure, for any reason whatsoever, or observe any apparent omission of words or figures he must inform the Quantity Surveyor through surveyor@optiven.co.ke in order that the correct meaning may be decided upon before the date for the submission of the Tender.
3. No liability whatsoever will be admitted nor claim allowed in respect of errors in the Contractor's Tender due to mistakes in the Bills of Quantities which should have been rectified in the manner described above.
4. The Contractor shall not alter or otherwise qualify the text of these Bills of Quantities. Any alteration or qualification made without authority will be ignored and the text of the Bills of Quantities as printed will be adhered to.
5. The Contractor shall be deemed to have made allowance in his prices generally to cover items of Preliminaries or additions to Prime Cost Sums or other items.
6. All items of measured works shall be priced in detail and tenders containing lump sums to cover trades or groups of work must be broken down to show prices for each item before they will be accepted. Lump sums to cover items of preliminaries shall likewise be broken down if so required.
7. The Copyright of these Bills of Quantities is vested in the Quantity Surveyors and no part thereof may be reproduced without their express permission given in writing.
8. The Contractor is solely responsible for the accurate ordering of materials in accordance with the Drawings and Interior designers' instructions and no claims for any loss or expense will be entertained for orders for materials based upon the Bills of Quantities.
9. The Bills of Quantities must be priced in Kenya Currency, i.e. Shillings and Cents.
10. In no case will any expenses incurred by Contractors in preparation of this Tender be reimbursed.

SECTION 1: PARTICULAR PELIMINARIES

<i>Item</i>	<i>Description</i>	<i>Amount (Kshs.)</i>
	<u>PARTICULAR PRELIMINARIES</u>	
A	<p><u>THE PROJECT TEAM</u></p> <p><u>The Employer</u></p> <p>The term "Employer" is Optiven Ltd., Whose address unless otherwise notified, is P.O Box 623-00600, NAIROBI, KENYA</p> <p><u>The Contractor</u></p> <p>The person or persons, partnership, firm or company whose tender (offer) for the work is accepted and who consequently enters into a written contract with the Employer to carry out the works.</p> <p><u>The Project Manager</u></p> <p>The person skilled and professionally trained to manage, plan and coordinate construction projects on behalf of the Employer.</p> <p><u>The Architect</u></p> <p>The person skilled and professionally trained to design, plan and provide advice - both aesthetic and technical - on built objects or adapt an existing property.</p> <p><u>The Engineer</u></p> <p>The person skilled and professionally trained to design, assess and inspect structures to ensure they are efficient and stable.</p> <p><u>The Quantity Surveyor</u></p> <p>The person skilled and professionally trained to provide expert advice on construction costs, compare different options, track variations and cost control.</p>	
	<i>Carried to Collection</i>	

<i>Item</i>	<i>Description</i>	<i>Amount (Kshs.)</i>
A	<p>DESCRIPTION OF SITE</p> <p>The site for the works is on LR NO. KAJIADO/NTASHART/31203 IN NGONG, KAJIADO COUNTY. During the contract the contractor will be expected to take all necessary measures as directed by the Project Manager to minimize any inconvenience to users of adjacent properties and their customers that may arise from the carrying out of the contract. It is a mandatory requirement that the tenderer visits the site before pricing the bills of quantities. Prior arrangements for the site visit shall be made by the client.</p>	
B	<p>ACCESS TO SITE</p> <p>Site location is along Kimuka - Ole Polos Road. Access to site is through the designated entrances by the Landlord. No other entrance will be used by the Contractor unless expressly permitted by the Employer at his own discretion. The Contractor must allow for keeping clean at all times the existing access to the site.</p>	
C	<p>GENERAL DESCRIPTION OF THE WORKS</p> <p>The works to be carried out in this contract involve the construction of a masonry perimeter wall complete with the necessary finishes.</p> <p>All as set out in the Bills of Quantities.</p>	
D	<p>DRAWINGS</p> <p>The Contractor will be deemed to have examined the drawings and sketches before tendering and to have satisfied himself regarding their details and regarding the nature and extent of the works and the method of construction involved. No claims arising out of misapprehension in these respects will be allowed.</p>	
	<i>Carried to Collection</i>	

<i>Item</i>	<i>Description</i>	<i>Amount (Kshs.)</i>
A	<p>DESCRIPTION OF WORK AND SCOPE OF CONTRACT.</p> <p>The scope of the works in this contract involve the construction of a masonry perimeter wall. These works include excavation works, concrete works, masonry wall, precast concrete units, finishes and burglarproofing all as detailed in the attached Bills of Quantities. The spaces for the works shall be:</p> <div style="border: 2px solid red; padding: 5px; margin: 10px 0;"> <p><i>Approximately 1433 Meters with easy access from the main roads.</i></p> </div> <p>The standards of workmanship and materials used are expected to be of the highest levels achievable to be commensurate with the best standards in the building industry in Kenya.</p> <p>The Employer shall have the right under this contract to hire others to carry out work falling under the contract if the contractor fails to achieve the required standards of materials and workmanship.</p>	
	<i>Carried to Collection (Below)</i>	
	<p style="text-align: center;">COLLECTION</p> <p style="text-align: center;"><i>From Page PP/1</i></p> <p style="text-align: center;"><i>From Page PP/2</i></p> <p style="text-align: center;"><i>From Page PP/3 (Above)</i></p>	
	TOTAL FOR PARTICULAR PRELIMINARIES CARRIED TO GRAND SUMMARY	

GENERAL PRELIMINARIES

<i>Item</i>	<i>Description</i>	<i>Amount (Kshs.)</i>
	<u>GENERAL PRELIMINARIES</u>	
A	<p><u>METHOD OF MEASUREMENT</u></p> <p>The Contract Bills have been prepared in accordance with the Standard Method of Measurement of Building Works for East Africa, Second Edition, published by the Architectural Association of Kenya, Chapter of Quantity Surveyors in June 2008.</p>	
B	<p><u>SUFFICIENCY OF TENDER</u></p> <p>The contractor shall be deemed to have satisfied himself before tendering to the correctness and sufficiency of his Tender for the works and of 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 means necessary for the proper completion and maintenance of the Works. The rates and prices shall not be changed whatsoever after tender opening.</p>	
C	<p><u>STAMP CHARGES</u></p> <p>The Contractor shall allow the payment of all Stamp Charges in connection with the Surety Bond and Contract Agreement.</p>	
D	<p><u>DEFINITIONS AND ABBREVIATIONS</u></p> <p>Abbreviations used in these Bills of Quantities shall be interpreted as follows:-</p> <p>“Approved”: Shall mean approved by the Project Manager.</p> <p>“As directed”: Shall mean as directed by the Project Manager.</p> <p>“B.S.”: Shall mean the Current British Standard specifications published by the British Standards institution, 2 Park Street, London W. I, England.</p>	
	<i>Carried to Collection</i>	

<i>Item</i>	<i>Description</i>	<i>Amount (Kshs.)</i>
A	<p><u>DEFINITIONS AND ABBREVIATIONS (CONTD.)</u></p> <p>“Kgs.”: Shall mean Kilograms</p> <p>“No.”: Shall mean Number</p> <p>“MM”: Shall mean Millimetres</p> <p>“Lm.”: Shall mean Linear Metres</p> <p>“Sm.”: Shall mean Square Metres</p> <p>“Cm.”: Shall mean Cubic Metres</p> <p>“M.S.”: Shall mean Measured separately</p> <p>Words denoting the "Male" shall be deemed to represent the "Female" and vice versa.</p> <p>“Ditto”: Shall mean the whole of the preceding description except as qualified in the section in which it occurs. Where it occurs in brackets it shall mean the whole of the preceding description which is contained in the appropriate brackets.</p>	
B	<p><u>SAMPLES AND TESTING</u></p> <p>The Contractor shall furnish at the earliest possible opportunity before the relevant section of the work commences and at his cost, any samples of materials or workmanship that may be called for by the Project Manager for his approval and any further samples in the case of rejection until they are approved. Such samples, when approved, shall be the minimum standard for the work to which they apply.</p>	
	<i>Carried to Collection</i>	

<i>Item</i>	<i>Description</i>	<i>Amount (Kshs.)</i>
A	<p><u>FIGURED DIMENSIONS</u></p> <p>Figured dimensions are to be followed in preference to dimensions scaled from the drawings; but whenever possible dimensions are to be taken on site or from the buildings. Before any work is commenced by the Sub-Contractor or Specialists Firms, dimensions must be checked on the site and/or buildings and agreed with the Contractor, irrespective of the comparable dimensions shown on the Drawings. The Contractor shall be responsible for the accuracy of such dimensions.</p>	
B	<p><u>PROVISIONAL WORK</u></p> <p>All "provisional" and other work liable to adjustment under this Contract shall be left uncovered for a reasonable time to allow all measurements needed for such adjustment to be taken by the Quantity Surveyor. Immediately the work is taken for measurement, the Contractor shall give notice to the Quantity Surveyor.</p> <p>If the Contractor makes default in these respects, he shall, if the Project Manager or Quantity Surveyor directs, uncover the work at his own expense to enable the measurements to be taken.</p>	
C	<p><u>EXISTING SERVICES</u></p> <p>Prior to commencement of any work the Contractor shall ascertain from the relevant authorities and from a keen observation of the building, the exact positions, depths and levels of all existing electric cables, water pipes and other services in the building and shall make whatever provisions may be necessary and those that may be required by the authorities concerned for the support and protection of such services. Any damage or disturbance caused to any service/installation shall be reported immediately to the Project Manager, the Employer and the relevant authority and shall be made good to their satisfaction at the Contractor's expense.</p> <p>In addition to the above requirement, the Contractor is required to program any disconnection and reconnection of services in such a manner that it shall not in any way affect the continuity of the operations of the buildings.</p>	
	<i>Carried to Collection</i>	

<i>Item</i>	<i>Description</i>	<i>Amount (Kshs.)</i>
A	<p><u>PLANT, TOOLS AND SCAFFOLDING</u></p> <p>The Contractor shall provide all necessary hoists, tackle, plant, vehicles, tools and appliances of every description for the due and satisfactory completion of the Works and shall remove the same on completion.</p> <p>The Contractor shall provide, erect, and maintain all temporary scaffolding, sufficiency strong and efficient for the due performance of the Works, including Sub-Contract works, provide special scaffolding as and when required during the Works and remove on completion and make good.</p> <p>All such plant, tools and scaffolding shall comply with all regulations whether general or local in force throughout the period of the Contract and shall be altered or adapted during the Contract as may be necessary to comply with any amendments in or additions to such regulations.</p>	
B	<p><u>LOCAL REGULATIONS AND BY-LAWS</u></p> <p>The contractor is to comply with all regulations and by-laws of the Local Municipal Council including serving of notices and paying of fees where applicable.</p>	
C	<p><u>POLICE REGULATIONS</u></p> <p>The Contractor shall comply with all instructions and regulations of the Police Authorities and shall pay any fines and costs arising from non-compliance of the same which may arise in the course of executing this Contract.</p>	
D	<p><u>SUPERVISION AND WORKING HOURS</u></p> <p>The working hours shall be as stated in the NEMA license and/or as approved by the Employer.</p> <p>No concrete work shall be carried out at night or on gazetted holidays unless the Employer shall so direct. Other works shall be executed at the discretion of the Contractor.</p>	
	<i>Carried to Collection</i>	

<i>Item</i>	<i>Description</i>	<i>Amount (Kshs.)</i>
A	<p><u>SUPERVISION AND WORKING HOURS (CONTD.)</u></p> <p>The works shall be executed under the direction and to the entire satisfaction of the Project Manager who shall, at all times, during normal working hours have access to the works.</p> <p>The working hours shall be those generally worked by good employers in the Building and Civil Engineering Trades in Kenya. No work shall be carried out on Sundays.</p> <p>The work must be carried out to cause minimum inconvenience to the neighbourhood and adjoining premises. In particular, no hammering, mechanical drilling or other unduly noisy work may be commenced before 0800 Hrs or continued past 1700Hrs.</p>	
B	<p><u>TRANSPORT TO AND FROM THE SITE</u></p> <p>The Contractor shall allow in his rates and prices for the transport of materials, workmen etc., to and from the site for the proposed works, at such hours and by such routes and means as are permitted by the Authorities.</p>	
C	<p><u>APPROVALS</u></p> <p>The Contractor to note that the execution of the Contract is subject to receipt of all formal Local Authority, NCA and NEMA approvals. No claim for loss of profit, loss and expense incurred shall be made or entertained if such approvals are delayed, denied or later withdrawn.</p>	
D	<p><u>SITE MEETINGS</u></p> <p>Site meetings will be held to review progress of the works and other matters arising from administration of the Contract.</p> <p>The frequency of the site meetings will be as determined by the Project Manager.</p> <p>The location of the site meetings will be on site.</p>	
	<i>Carried to Collection</i>	

<i>Item</i>	<i>Description</i>	<i>Amount (Kshs.)</i>
A	<p><u>SITE MEETINGS (CONTD.)</u></p> <p>The Contractor is required to ensure availability of accomodation at the time of such meetings.</p> <p>The Contractor is required to attend meetings and inform sub-contractors and suppliers when their presence is required.</p> <p>The Project Manager will be the chairperson of the site meetings and will be responsible for taking and distributing minutes.</p>	
B	<p><u>FAIR WAGES</u></p> <p>The Contractor shall pay rates and wages and observe hours and conditions of labour not less favourable than the minimum rates of remuneration and minimum conditions of employment applicable within the jurisdiction of the Local Authority as stipulated by the Minister for Labour.</p> <p>The Contractor shall comply with the Regulation of Wages and Conditions of Employment Act, Building and Construction Industry Wages Council.</p> <p>Should a claim be made to the Employer alleging the Contractor's default in payment of Fair Wages of any Workman employed on the Contract and if proof thereof satisfactory to the Employer is furnished by the Labour Department, the Employer may, failing payment by the Contractor, pay the claim out of any money due or which may become due to the Contractor under the Contract.</p> <p>The Contractor shall furnish to the Architect if called upon to do so such particulars of the rates of wages, hours and conditions of labour referred to above.</p>	
	<i>Carried to Collection</i>	

<i>Item</i>	<i>Description</i>	<i>Amount (Kshs.)</i>
A	<p><u>SECURITY OF THE WORKS</u></p> <p>The Contractor shall provide at his own risk and cost all watching and lighting as necessary to safeguard the Works, Plant and Materials against damage and theft.</p> <p>The Contractor shall take all necessary precautions to prevent unauthorized access to the site, the Works and adjoining property. The Contractor shall provide for all necessary Site Safety Signage.</p>	
B	<p><u>NOISE CONTROL</u></p> <p>The Contractor shall comply with the recommendations of the National (Noise and Vibrations Standard and Control) Regulations 2013. Noise levels from the works should be a maximum level of 75dB (A) below maximum background level when measured from the boundary of the nearest building adjacent to the site.</p> <p>The Contractor is required to fit compressors, percussion tools and vehicles with the effective silencers of a type recommended by the manufacturer of the compressors, tools or vehicles.</p> <p>The Contractor should not use: Pneumatic drills, angle grinders and other noisy appliances without consent during the hours of 1800 - 0800 Hrs; and radios or other audio equipment or permit employees to use in ways or at times that may cause nuisance.</p>	
C	<p><u>PUBLIC AND PRIVATE ROADS, PAVEMENTS ETC.</u></p> <p>The Contractor shall make good at his own expense any damage he may cause to public and / or private roads and pavements in the course of executing this contract.</p>	
	<i>Carried to Collection</i>	

<i>Item</i>	<i>Description</i>	<i>Amount (Kshs.)</i>
A	<p><u>SPACE TO BE OCCUPIED BY THE CONTRACTOR</u></p> <p>The Contractor shall not occupy any space in the building other than the one he will be directly working on. The Contractor may use the open area within the Client's premises for his storage requirements. The architect will give directions to the Contractor on which part of the open space he is allowed to use. The Contractor shall construct proper storage facilities for his materials and the salvage materials and remove them and make good at the end of the Contract. The security of the works and the materials stored on site will be the responsibility of the contractor.</p>	
B	<p><u>PROGRESS SCHEDULE AS CHART</u></p> <p>Immediately after signing the contract, the Contractor is to prepare a Time and Progress Chart showing the time and order in which he proposes to carry out the works within the total construction time stated in the contract. The chart shall show in detail the order in which each section, element or activity of the works is to be carried out.</p> <p>At the end of each week the Contractor shall mark on the chart in a different colour the actual time taken to complete the respective stages and sections of the work. The Contractor shall also show upon the chart or on a different sheet to be made available to the Architect and the Employer the anticipated weekly labour strength required (divided into labourers and craftsmen) and shall similarly mark up the actual numbers employed.</p> <p>The Contractor shall obtain the Architect's approval of the chart and then shall supply copies to the Architect, the Quantity Surveyor and the Employer, and he shall pin one copy upon the site where directed. He shall thereafter adhere strictly to the approved schedule. In the event of the work falling behind the approved programme for any reason whatsoever, the Contractor shall, within a week of the deviation becoming apparent, prepare a revised schedule showing how lost time would be made up within the overall Contract Period.</p>	
	<i>Carried to Collection</i>	

<i>Item</i>	<i>Description</i>	<i>Amount (Kshs.)</i>
A	<p><u>PROGRESS SCHEDULE AS CHART (CONTD.)</u></p> <p>Upon commencement of the works, the contractor shall be required, in addition to other requirements on the recording of progress contained herein, to compile and submit to the Architect and the Employer Site Weekly reports upon which shall be recorded daily activities on site including the labour and machinery (if any) on site, deliveries of materials on site and the extent of work achieved at the close of the working day.</p> <p>The Contractor is required to execute the work with speed and dispatch to take as short a time on the project as possible. The Contractor may arrange overtime working with the Employer to achieve this. Any overtime payments should be allowed for in the rates and prices. No extra payment beyond the Contract Sum shall be allowed in connection thereto.</p>	
B	<p><u>OVERTIME</u></p> <p>Unless overtime is directed by the Employer or the Architect on his behalf for reasons other than the Contractor's own interest to complete the work within the contract period, the contractor will be responsible for any extra cost arising therefrom.</p> <p>No extra cost will be allowed for accelerated completion period.</p> <p>If overtime is worked in accordance with an explicit written instruction issued by the Architect, the Contractor shall be reimbursed in respect of such overtime to the extent only of the additional NET cost of productive time payable over and above the basic hourly rates as laid down by the Regulation of Wages and Conditions of Employment Act, Building and Construction Industry Wages Council, and excluding any bonuses, profits and overheads.</p>	
	<i>Carried to Collection</i>	

<i>Item</i>	<i>Description</i>	<i>Amount (Kshs.)</i>
A	<p><u>WATER FOR THE WORKS</u></p> <p>All water shall be fresh, clean and pure, free from earthy vegetabel or organic matter, acid or alkaline substance in solution or suspension.</p> <p>The Contractor shall provide at his own risk and cost all water for use in connection with the Works (including the work of Sub-Contractors). The Contractor will be permitted to make a metered connection to the existing water supply and he shall provide at his own expense all temporary distribution pipes, storage tanks, meters, etc. and he shall clear away same upon completion of the Works.</p> <p>In the case however, these being works to existing premises there are metered connections. The Employer may provide, a their own discretion, for the Contractor's use of the same. In this instance tehn, the client will assess the excess usage during the construction period and this excess shall be deemed to be then refundabel to the Employer. Always providing that the said excess in representative of the amount of water that may reasonably have been used during the said period.</p>	
B	<p><u>LIGHTING AND POWER</u></p> <p>The Contractor shall provide at his own risk and cost all artificial lighting and power for use on the Works, including all temporary connections, wiring fittings, etc., and clearing away on completion. The Contractor shall pay all fees and obtain all permits in connection therewith.</p> <p>The Employer may also allow the use of existing power in the branch, and in which case the rider applicable under use of client provided water in item (A) above.</p>	
C	<p><u>SANITATION OF THE WORKS</u></p> <p>The Contractor shall provide the necessary latrines for his staff and workmen to the requirements and satisfaction of the Health Authorities and maintain the same in a thoroughly clean and sanitary condition and pay all conservancy fees during the period of the Works and remove when no longer required. The Employer may allocate an existing toilet for use by the Contractor and his workmen.</p>	
	<i>Carried to Collection</i>	

<i>Item</i>	<i>Description</i>	<i>Amount (Kshs.)</i>
A	<p><u>PRIME COST SUMS</u></p> <p>i) The words “Prime cost” (or the initials “PC”) wherever appearing in the Contract documents shall mean the net cost exclusive of any trade, cash or other discounts whatsoever but inclusive of the cost of packing, carriage and delivery. Such cost shall be the sums due to the Sub-Contractor or Supplier after adjustment where applicable in respect of the measurements or rates.</p> <p>ii) Any increases or decreases in these Prime Cost Sums resulting from the adjustments which are properly paid by the Contractor shall be added to or deducted from the Contract sum in the final account. In substantiation, the Contractor shall be required to produce to the Quantity Surveyor all quotations, invoices and corroborated accounts as shall be necessary to show details of the sums actually paid.</p> <p>iii) Any sum added by the Contractor to the Contract Sum in respect of profit upon any Prime Cost Sum shall be adjusted proportionately to the net amount properly expended and included in the final settlement of accounts.</p>	
B	<p><u>NOMINATED SUB-CONTRACTORS</u></p> <p>The Contractor shall provide the following services for Nominated Sub-contractors:-</p> <p>(i) General Attendance: The following services are described as “allow” for general attendance</p> <p>(a) Use, for the purpose of the Contract Works, of any scaffolding belonging to or provided by the Contractor while it remains erected upon the site, provided that no warranty or other liability on the part of the Contractor or of his Sub-Contractors shall be implied in regard to the fitness, condition or suitability of the said scaffolding.</p> <p>(b) Provision of water, lighting, watching and attendance for the purpose of the sub-contract Works;</p>	
	<i>Carried to Collection</i>	

<i>Item</i>	<i>Description</i>	<i>Amount (Kshs.)</i>
A	<p><u>NOMINATED SUB-CONTRACTORS (CONTD.)</u></p> <p>(a) use of sanitary accommodation and welfare facilities that are provided for the Contractor's workers;</p> <p>(b) Provision of space or spaces for storage of plant and materials;</p> <p>(c) Clearing away rubbish produced by the Sub-Contractors.</p> <p>(ii) Special Attendance: The following services are stated under a separate item and where described shall have the meaning described hereunder.</p> <p>(a) Taking delivery: shall mean provision of unskilled labour necessary to attend upon the Sub-Contractor's workmen for the purpose of unloading plant and materials when received upon the site and placing in position within the Sub-Contractor's storage space or store;</p> <p>(b) Hoisting: shall mean the provision of unskilled labour and the use of any Contractor's standing plant for the purpose of raising the Sub-Contractor's plant, materials or components to the various levels but not placing in its final position;</p> <p>(c) Providing power: shall mean the provision of power during the course of the works and during the period of Commissioning and Testing</p> <p><u>PROTECTING AND CLEANING THE WORK</u></p> <p>The Contractor shall cover up and protect all finished work liable to damage including provision of temporary roofs, gutters, drains, etc., as necessary until the completion of the works.</p>	
	<i>Carried to Collection</i>	

<i>Item</i>	<i>Description</i>	<i>Amount (Kshs.)</i>
	<p>In the event of any damage occurring to the works, materials, sewers, drains, gullies, paths or other works on the site in temporary possession of the contractor for the purpose of this Contract, either from the weather, want of proper protection, defects or insufficiency of the works or any other cause whatsoever during the progress of the works, the Contractor alone shall be responsible and shall, without extra charge, make good all damage and pay all costs which may be levied.</p>	
A	<p><u>PREVENTION OF NUISANCE</u></p> <p>The Contractor shall take all possible precautions to prevent any nuisance, inconvenience or injury to the occupiers/users of the building generally; users of the adjacent and neighbouring properties, and to the public.</p> <p>All work operations which may produce undue levels of noise, dust, vibration, welding flashes or any other discomfort to the occupiers of the neighbouring buildings or the general public must be undertaken at suitable times which shall be determined in close liaison with the Architect and the Employer.</p>	
B	<p><u>REMOVAL OF PLANT, RUBBISH, ETC.</u></p> <p>The Contractor shall, upon completion of the Works, remove and clear away all plant, rubbish, cans and unused materials, and shall leave the building and generally the whole of the site of the works in a clean and tidy state to the satisfaction of the Architect and the Employer. During site operations, he shall also remove from the site all rubbish and dirt as it is produced to maintain the tidiness of the premises and its immediate environs.</p>	
C	<p><u>VALUE ADDED TAX</u></p> <p>The Contractor's attention is drawn to the Value Added Tax Act (and any subsequent amendments to-date) which requires the Contractor to pay Value Added Tax (V.A.T.) to the Government of Kenya for all Contracts entered into after 1st September 1993. All tender rates shall be INCLUSIVE OF VAT..</p>	
	<i>Carried to Collection</i>	

<i>Item</i>	<i>Description</i>	<i>Amount (Kshs.)</i>
A	<p><u>TRAINING LEVY</u></p> <p>The Contractor's attention is drawn to Legal Notice No. 237 of October 1971, which requires payment by the Contractor of a Training levy on all contracts of more than Shs. 50,000.00 in value and he should allow in this section of these Bills of Quantities for all costs arising or resulting therefrom.</p>	
B	<p><u>LABOUR AND PLANT RETURNS</u></p> <p>The Contractor shall deliver to the Architect detailed weekly returns showing the supervisory staff and the numbers of the several classes of labour and plant employed on the Works.</p>	
C	<p><u>VISITORS BOOK AND SITE DIARY</u></p> <p>The Contractor shall keep on the site a visitors book for recording the names of all persons who visit the site for the purpose of the project. He shall also maintain on site a diary in which he shall record site activities on a daily basis and particularly any occurrence which bears on the progress of the works in any way.</p>	
D	<p><u>SAFETY, HEALTH AND WELFARE OF WORKPEOPLE</u></p> <p>The Contractor shall allow for providing for the safety, health and welfare of workpeople and for complying with any relevant Ordinances, Regulations and Union Agreements.</p>	
E	<p><u>WARRANTY AND PERFORMANCE STANDARDS</u></p> <p>The Contractor shall furnish the Employer with a general written warranty covering qualities of workmanship, materials and equipment, and be compelled thereby for a five year period after practical completion of the Contract, except for latent defects which shall be warranted for ten years. The Contractor must make good, at his own expense, such repairs and replacements as may be required as a consequence of negligent workmanship or defective material. The Contractor must also procure such warranties and guarantees as described in the specification section of these Bills of Quantities and relevant Codes of Practice. The Contractor must also comply with all tests of materials as required and/or as directed by the Project Manager.</p>	
	<i>Carried to Collection</i>	

<i>Item</i>	<i>Description</i>	<i>Amount (Kshs.)</i>
A	<p><u>NATIONAL INSURANCE AND PENSIONS</u></p> <p>The Contractor shall allow for making any National Social Security Fund payments due in respect of work people.</p>	
B	<p><u>PROTECTION OF WORKS AND PERSONS</u></p> <p>The Contractor shall allow for the protection of his own and his Sub-Contractor's work liable to damage, including provision of temporary roofs, gutters, drains, etc., if necessary and shall case-up, cover or in other suitable ways protect all finished work liable to injury, to the satisfaction of the Architect until completion of the Contract. From the beginning to the completion of the works, the same shall be under the entire care and control of the Contractor, who shall take all possible precautions to prevent any nuisance, inconvenience or injury to the holders or occupiers of 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, and shall use proper precautions to ensure the safety of all wheeled traffic and pedestrians.</p> <p>The Contractor shall allow for providing all watching, lighting, barriers, covering open trenches and protection of the works, including Sub-Contract works as may be necessary for the safety of the works and for the protection of the public and his own and Sub-Contractor's employees. In the event of any damage or loss occurring to the works or to materials or to any sewers, gullies, drains, paths, or other works on the site in temporary possession of the Contractor for the purpose of this Contract either from the weather, want of proper protection, defects, theft, insufficiency of the works or any other cause whatsoever during the progress of the works, or for any accident or damage to property or persons by reason of the said works, the Contractor alone shall be responsible and shall without extra charge, make good all damage and pay all costs incurred.</p>	
	<i>Carried to Collection</i>	

<i>Item</i>	<i>Description</i>	<i>Amount (Kshs.)</i>
A	<u>HOLIDAYS AND TRANSPORT FOR WORK PEOPLE</u> The contractor shall allow for providing holidays and transport for workpeople and for complying with any relevant Ordinances, Regulations or Union Agreement.	
B	<u>SITE OFFICES</u> The Contractor must allow for erecting and maintaining on the site in such positions as may be directed, adequate site offices for the use of his own site staff and removing the same at completion and making good all surfaces disturbed. The site office shall be of sufficient size and shall have sufficient furniture to permit the Project Manager to hold site meetings in it. The Contractor shall also allow for providing the services of a sweeper, for keeping both office and closet in a clean and sanitary condition from the commencement to the completion of the works; and for dismantling at completion and making good all disturbed surfaces.	
C	<u>TELEPHONE</u> The Contractor shall arrange for a working telephone facility to be permanently on site. The Contractor shall pay all charges for hire or purchase of equipment, licences connecting, rental and calls made.	
D	<u>SHEDS FOR STORAGE OF MATERIALS</u> The Contractor shall provide, erect and maintain on the site, in such positions as may be directed, ample temporary watertight, lock-up sheds for the proper storage and protection of cement and other materials liable to damage, and shall remove same at completion and make good all surfaces disturbed. He shall also provide space for storage accommodation which Sub-Contractors may wish to erect for themselves.	
E	<u>NO WORKMEN TO BE HOUSED ON SITE</u> No labour with the exception of a watchman may be housed on the site. The cost of transporting labour to and from the site or elsewhere will be deemed to included in the tender.	
	<i>Carried to Collection</i>	

<i>Item</i>	<i>Description</i>	<i>Amount (Kshs.)</i>
A	<p><u>WORK TO BE OPENED UP AT THE REQUEST OF THE PROJECT MANAGER</u></p> <p>The Contractor shall, at the request of the Project Manager open for inspection any work covered up, and, should the Contractor refuse or neglect to comply with such request, the PM may employ workmen other than those employed by the Contractor to open up the same. If the said work has been covered up in contravention of the PM's instructions, or if, on being opened up, it be found not in accordance with the drawings or Bills of Quantities or the instruction of the PM, the expenses of opening and covering it up again whether done by the Contractor or by the PM shall be borne by and be recoverable from the Contractor or may be deducted from any monies due to the Contractor.</p> <p>If the work has not been covered up in contravention of such instructions and be found in accordance with the said drawings and Bills of Quantities, then the expenses aforesaid shall be borne by the Employer, and be added to the Contract Sum; provided always that, in the case of foundations or of any other urgent work so opened up and requiring immediate attention, the PM shall within a reasonable time after the work has been opened, make or cause to be made the inspection thereof, and at the expiration of such time, if such inspection shall not have been made the Contractor may cover up the same and shall not be required to open it up again for inspection except at the expense of the Employer.</p>	
A	<p><u>HOARDING</u></p> <p>The Contractor may be required by the architect or by the local bylaws to enhance the seclusion of the works by providing hoarding as necessary. The exact location of the hoarding is to be negotiated with the Local Authority by the Contractor who will also be responsible for paying any fees or taxes in respect of the hoarding, fencing and gates.</p> <p>The Contractor shall allow for thoroughly maintaining the hoarding and gates throughout the Contract and clearing away and making good disturbed ground on completion.</p>	
	<i>Carried to Collection</i>	

<i>Item</i>	<i>Description</i>	<i>Amount (Kshs.)</i>
A	<p><u>SCAFFOLDING</u></p> <p>The Contractor shall allow for providing, erecting and dismantling all general scaffolding required for the works. The Contractor must allow here or in his rates for providing all special scaffolding required by his Sub-Contractors, other than Nominated Sub-Contractors carrying out works for which P.C. Sums are included in these Bills. Where the Contractor is required to provide special scaffolding for these latter Sub-Contractors, an item is included for pricing under the relevant P.C. Sum.</p>	
B	<p><u>SIGNBOARD</u></p> <p>The Contractor must allow for providing, erecting and maintaining a site signboard, the size, type of construction and lettering of which shall be to the Architect's design. The names of the Consultants are to be in lettering 50mm high. The board is to be fixed in an elevated position on the site where indicated by the Project Manager. On completion of the works, the notice board shall be removed and making good shall be carried out as necessary.</p>	
C	<p><u>WORKS TO BE DELIVERED UP CLEAN</u></p> <p>On completion of the Contract, the site and the works shall be cleared of all plant, scaffolding, rubbish and unused materials and shall be delivered up clean and in perfect condition in every respect to the satisfaction of the Project Manager. Particular attention is to be paid to leaving all windows and floors clean and removing all paint and cement stains.</p>	
D	<p><u>APPROVED SUBCONTRACTORS</u></p> <p>Where in these Bills of Quantities work is described to be executed by an approved Sub-Contractor, the firms appointed will be treated as Sub-Contractors employed by the Contractor and not as Nominated Sub-Contractors. The unit prices for such work must, therefore, include not only the Sub-Contractors' charges, but also the Contractor's overheads, profits and attendance. Such firms shall be classified on the Ministry of Works lists as suitable to undertake class "D" works and above.</p>	
	<i>Carried to Collection</i>	

<i>Item</i>	<i>Description</i>	<i>Amount (Kshs.)</i>
A	<p><u>APPROVAL FOR EMPLOYMENT OF SUB-CONTRACTORS</u></p> <p>The Contractor will be required to obtain the approval of the Architect/Engineer in writing before employing any of his own (i.e. not nominated) Sub-Contractors for any portion of the work.</p>	
B	<p><u>EXISTING PROPERTY</u></p> <p>The Contractor shall take every precaution to avoid damage to all existing property including roads, cables, drains and other services and he will be held responsible for all damage arising from the execution of this Contract to the aforementioned, and he shall make good all such damage where directed at his own expense to the satisfaction of the Project Manager.</p>	
C	<p><u>TESTING</u></p> <p>Allow for all expenses in connection with the testing of materials as specified hereunder including the supply and preparation of materials to be tested, the cost of materials and their packing and conveyance to the nearest approved testing laboratory, laboratory charges, etc.</p>	
D	<p><u>WORK RE-MEASUREMENT</u></p> <p>All work in this contract shall be re-measured on completion and a final account of the contract prepared by the Quantity Surveyor. The contractor will be given the opportunity to be present for all re-measurements. The final contract sum will be based on the final re-measurements. The Contractor is therefore cautioned against using the bills of quantities for ordering of materials as the quantities may change in the course of the contract. Neither should the contractor use the Quantities in the Bills of Quantities for executing work on site. The use of the bills of quantities by the contractor for the above purposes shall be at the contractors own risk and no claims arising from any losses arising therefrom shall be accepted.</p>	
	<i>Carried to Collection</i>	

<i>Item</i>	<i>Description</i>	<i>Amount (Kshs.)</i>
A	<p><u>DIRECT CONTRACTS</u></p> <p>Notwithstanding the foregoing conditions, the Employer reserves the right to place a "Direct Contract" for any goods or services required in the works which are covered by a P.C. Sum in the Bills of quantities and to pay for the same direct, In any such instances, profit relative to the P.C. Sums shall be allowed.</p>	
B	<p><u>ADJUSTMENT OF PROVISIONAL SUMS</u></p> <p>In the final account all provisional sums shall be deducted and the value of the work properly executed in respect of them upon the architect's order added to the contract sum. Such work shall be valued as described for variations in the conditions of contract, but should any part of the work be executed by a nominated subcontractor, the value of such work or articles for the work to be supplied by a nominated sub-contractor, shall be treated as P.C sum and profit and attendance comparable to that contained in the priced bills of quantities for similar items added.</p>	
C	<p><u>CONTRACT COMPLETION PERIOD</u></p> <p>The contract completion period in accordance with the conditions of contract must be strictly adhered to. The "Project Manager" shall strictly monitor the Contractor's progress in relation to the progress chart and should it be found necessary, the "Architect" shall inform the Contractor in writing that his actual performance on site is not satisfactory.</p> <p>In all such cases, the Contractor shall accelerate his rate of performance, production and progress by all means such as additional labour, plant e.t.c., and working overtime all at their cost.</p>	
D	<p><u>PAYMENTS TO DOMESTIC SUBCONTRACTORS</u></p> <p>The Main Contractor shall be fully responsible for paying his Domestic Sub-Contractors but the employer reserves the right in very exceptional circumstances to make such payments direct in the interest of the project, where completion thereof might be jeopardised by any dispute between any of the Sub-Contractors involved.</p>	
	<i>Carried to Collection</i>	

<i>Item</i>	<i>Description</i>	<i>Amount (Kshs.)</i>
A	<p><u>COPYRIGHT</u></p> <p>The Copyright of these documents is vested in the Quantity Surveyor for the project. This document shall not be reproduced in whole or in part without their written permission. It shall also not be used for any purpose other than for the works as measured and described in these Bills of Quantities for this contract.</p>	
B	<p><u>WORKING DRAWINGS</u></p> <p>The Contractor will be required to prepare working drawings for electrical, plumbing and drainage, HVAC works and any other works in relation to this contract as may be requested for by the Architect and / or Services Engineers. Working drawings should be printed and displayed on site throughout the course of the works. All these should be to the approval of the Architect.</p>	
	<i>Carried to Collection</i>	

<i>Item</i>	<i>Description</i>	<i>Amount (Kshs.)</i>
	<p><u>Collection</u></p> <p><i>From Page No.</i></p> <p>P/1</p> <p>P/2</p> <p>P/3</p> <p>P/4</p> <p>P/5</p> <p>P/6</p> <p>P/7</p> <p>P/8</p> <p>P/9</p> <p>P/10</p> <p>P/11</p> <p>P/12</p> <p>P/13</p> <p>P/14</p> <p>P/15</p> <p>P/16</p> <p>P/17</p> <p>P/18</p> <p>P/19</p> <p>P/20</p> <p>P/21</p>	
	TOTAL FOR GENERAL PRELIMINARIES CARRIED TO GRAND SUMMARY	

SECTION 2: MEASURED WORKS

BILL NO.1: SUB-STRUCTURES

Item	Description	Qty	Unit	Rate	Amount (Kshs.)
	<u>BILL NO. 1: SUB-STRUCTURES</u>				
	<i>**ALL PROVISIONAL**</i>				
	<u>SITE CLEARANCE</u>				
A	Clear site of works of grass, shrubs, bush and small trees, grub up roots, and burn debris.	1,506	Sm		
	<u>EARTH WORKS</u>				
B	Excavate for foundation trenches not exceeding 1.5m deep from existing ground level.	491	Cm		
C	Excavate for column bases commencing from reduced level; not exceeding 1.5 m deep from reduced level.	281	Cm		
D	Extra over all excavations for excavating in rock of all types.	116	Cm		
	<u>DISPOSAL OF EXCAVATED MATERIAL</u>				
E	Load and cart away not more than 100 metres from the works.	116	Cm		
F	Return, fill and ram selected excavated material around foundations.	771	Cm		
	<u>PLANKING AND STRUTTING</u>				
G	Allow for Planking and strutting to uphold sides of exposed excavation; keep excavations free from all fallen material.		Item		
	<u>DISPOSAL OF WATER</u>				
H	Allow for keeping excavation free from all water; by pumping or any other means including barring off underground springs or rivers.		Item		
	<u>CONCRETE WORKS</u>				
	<u>Plain concrete class C15/15 achieving characteristic compressive strength of 15N/mm2 at 28days of 150mm cubes as per BS Standard of 15th August, 2005 in :-</u>				
I	50mm Blinding under Strip Foundations.	683	Sm		
J	50mm Blinding under Column Bases.	365	Sm		
	<i>Carried to Collection</i>				

Item	Description	Qty	Unit	Rate	Amount (Kshs.)
	Vibrated Reinforced concrete class C20/20 achieving characteristic compressive strength of 20N/mm ² at 28days of 150mm cubes as per BS Standard of 15th August, 2005 in :-				
K	Strip Foundations	102	Cm		
L	Columns Bases	91	Cm		
M	Foundation Columns	9	Cm		
	<u>STEEL REINFORCEMENT</u>				
	Supply and fix High tensile ribbed reinforcement bars to B.S 4461 including bending, hooking, cutting, spacers and supporting in position as described in:-				
A	Assorted Reinforcement Bars (T8-T12)	8,940	Kgs		
	<u>FORMWORK</u>				
	Marine ply fairfaced formwork to:-				
B	Sides of Strip Foundations.	350	Sm		
C	Ditto but Columns Bases.	384	Sm		
D	Ditto but Foundation Columns.	171	Sm		
	<u>FOUNDATION WALLING</u>				
	Natural stone walls as approved; roughly square; bedded and jointed in cement sand (1:3) mortar; to:-				
F	200mm Thick Walling	710	Sm		
	<u>EXPANSION JOINTS</u>				
G	20mm Thick "Flexcell" expansion joint or other equal and approved including all necessary formwork.	53	Sm		
H	20 x 6mm Expansion Joint Filler.	53	Lm		
	<i>Carried to Collection (Below)</i>				
	<u>Collection</u>				
	<i>From Page SUB/1</i>				
	<i>From Page SUB/2 (Above)</i>				
	TOTAL FOR SUB-STRUCTURES TO GRAND SUMMARY				

BILL NO. 2: SUPERSTRUCTURE

Item	Description	Qty	Unit	Rate	Amount (Kshs.)
<u>BILL NO. 2: SUPER STRUCTURE</u>					
<u>MASONRY WALLING</u>					
<u>Medium chisel dressed natural stone walling bedded in cement and sand (1:3) mortar in foundations including tying to adjacent reinforced concrete works with strip irons at every course</u>					
A	200mm Thick walling	2,910	Sm		
<u>Horizontal bituminous hessian base to BS 743 type A; or other equal approved damp-proof course; in cement/ sand (1:3) mortar; to:-</u>					
B	200 mm wide; Under Boundary Walling.	1,386	Lm		
<u>EXPANSION JOINTS</u>					
C	20mm Thick "Flexcell" expansion joint or other equal and approved including all necessary formwork.	23	Sm		
D	20 x 6mm Expansion joint filler.	229	Lm		
<u>CONCRETE WORK</u>					
<u>Vibrated Reinforced concrete class C25/20 achieving characteristic compressive strength of 25N/mm² at 28days of 150mm cubes as per BS Standard of 15th August, 2005 in :-</u>					
E	Columns	36	Cm		
<u>STEEL REINFORCEMENT</u>					
<u>Supply and fix High tensile ribbed reinforcement bars to B.S 4461 including bending, hooking, cutting, spacers and supporting in position as described in:-</u>					
F	Assorted Reinforcement Bars (T8-T12)	3,590	Kgs		
<u>FORMWORK</u>					
<u>Marine ply fairfaced formwork to:-</u>					
G	Vertical Sides of Columns.	718	Sm		
TOTAL FOR SUPER STRUCTURES TO GRAND SUMMARY					

BILL NO. 3: FINISHES

<i>Item</i>	<i>Description</i>	<i>Qty</i>	<i>Unit</i>	<i>Rate</i>	<i>Amount (Kshs.)</i>
	<u>BILL NO. 3: FINISHES</u>				
	<u>RENDERING</u>				
	<u>15mm thick wood floated cement and sand (1:4); rendering as described to:-</u>				
A	Concrete surfaces; <i>Internally</i>	295	Sm		
	<u>POINTING AND JOINTING</u>				
B	Finishing with pointed and keyed joints horizontally; <i>Internally</i> .	2,982	Sm		
	<u>PRECAST CONCRETE UNITS</u>				
C	400 x 400 x 50mm Thick precast concrete coping including bedding to columns with cement sand (1:4) mortar.	359	No.		
D	Ditto; but 600 x 600 x 50mm Thick precast concrete copings.	39	No.		
E	300 x 50mm Thick precast concrete coping bedded to stone wall with cement sand (1:4) mortar.	1,352	Lm		
	<u>BURGLARPROOFING</u>				
F	Supply and fix pre-painted ' <i>green</i> ' 350mm dia. galvanized razor wire including soft galvanised wire to anchoring posts (m/s) and concrete posts; To Project Manager's approval.	1,433	Lm		
G	Supply and fix mild steel anchoring post as purpose made D8 steel reinforcements bars at 1600mm centres fixed with appropriate means including drilling to copings and posts to Project Manager's approval.	585	No.		
TOTAL FOR FINISHES CARRIED TO GRAND SUMMARY					

GRAND SUMMARY

ITEM	DESCRIPTION	AMOUNT (KSHS)
	<u>GRAND SUMMARY</u>	
1	PP PARTICULAR PRELIMINARIES	
2	GP GENERAL PRELIMINARIES	
3	BILL NO. 1: SUB-STRUCTURES	
4	BILL NO. 2: SUPER-STRUCTURES	
5	BILL NO. 3: FINISHES	
6	CONTINGENCIES Provide the Provisional Sum of <i>Three Hundred and Fifty Thousand</i> for Contingencies to be expended with the Project Management Office's approval.	<i>350,000.00</i>
7	VALUE ADDED TAX The Contractor's attention is drawn to the Finance Bill, 2023 which requires the Contractor to pay Value Added Tax (V.A.T.) To the Government of Kenya for all Contracts entered into after 1st July 2023. The Contractor is therefore to allow for such taxes as are chargeable by the Government of Kenya.	IN RATES
	TOTAL FOR MASONRY WALL TO FORM OF TENDER (VAT INCL.)	

SECTION VIII: SPECIFICATIONS

PART ONE:

GENERAL SPECIFICATIONS

A. MATERIAL GENERALLY

All materials used on the works shall be new and of the qualities and kinds specified herein and equal to approve samples. Deliveries shall be made sufficiently in advance to enable samples to be taken and tested if required. No materials shall be used until approved and all materials which are not approved or which are damaged, contaminated or have deteriorated in any way or do not comply in any way with the requirements of this specification shall be immediately removed from the site at the Contractor's expense.

B. MATERIALS FOR WHICH THERE IS A KENYA BUREAU OF STANDARDS SPECIFICATION

All materials used in the works for which a Kenya Bureau of Standard Specification has been published shall conform to the latest edition thereof in every way. The Architect reserves the right to demand that the Contractor shall obtain at his own expense a certificate in respect of any material to state that it is in accordance with the Kenya Bureau of Standard Specifications.

C. MATERIALS FOR WHICH THERE IS NO KENYA BUREAU OF STANDARDS SPECIFICATION

All materials used in the works for which no Kenya Bureau of Standard Specification has been published shall conform to the British Standard Specifications for such material. If there are no published standard as specified for any materials, the quality of such materials shall be generally of a Standard equal to those for which there is a Kenya Bureau of Standard or British Standard Specification.

D. ALTERNATIVES TO PROPRIETARY BRANDS

Where materials are specified by their proprietary names or where fittings are specified by catalogue numbers, or descriptions, the contractor may offer material or fittings of alternative manufacture which are of equal quality. Such alternatives must be approved before being used in the works and the Contractor shall allow for this, but prior to tendering he may submit to the Architect for approval the names of any suppliers or manufacturers whose products he intends to use, together with catalogue numbers and descriptions and/or samples but the decision of the Architect will be final.

E. SAMPLES

The Contractor shall furnish for approval, with reasonable promptness all samples of material and workmanship required by the Architect. The Architect shall check and approve such for conformance with the design concept of the works and for compliance with the information given in the Contract Documents. The work shall be in accordance with approved samples.

- (a) All material samples shall be delivered to the Architect's Office with all charges in Connection therewith paid by the Contractor.
- (b) Duplicate final approved samples, in addition to any required for the Contractor's use, Shall be furnished to the Architect, one for office use and one for the site.
- (c) Samples shall be furnished so as not to delay fabrication, allowing the Architect Reasonable time for consideration of the sample submitted.
- (d) Each sample shall be properly labelled with the name and quality of the material, Manufacturer's name, name of project, the Contractor's name and the date of submission and the specification number to which the sample refers.

F MEASUREMENT AND TESTING EQUIPMENT

The Contractor shall provide the following equipment for carrying out measuring and control tests on the site and maintain in full working order:

- (a) Straight edges 2 metres and 4 metres long for testing the accuracy of the finished concrete.
- (b) A glass graduated cylinder for use in the silt test of organic impurities in the sand.
- (c) Slump test apparatus
- (d) 150 mm steel cube moulds with base plates and tamping rod to BS 1881.
- (e) Two 30 metre steel tapes
- (f) One dumpy or quickset level and staff.
- (g) Micrometre.

PART TWO

DEMOLITIONS & ALTERATIONS SPECIFICATIONS

DEMOLITIONS AND ALTERATIONS

A. DEMOLITIONS

Demolitions, taking out and cutting away shall be carefully performed and every precaution shall be taken to ensure the safety of the work. If damage should occur in the carrying out the demolitions or alterations the contractor shall reinstate and make good the same at his own expense.

B. PROTECTION

Supply, erect and maintain during the cutting of openings etc., all necessary protection to the existing premises against damage by weather or other cases.

C. LAYING THE DUST

Allow for laying the dust as far as possible during the alteration by watering with a hose or other means

D. MAKING GOOD

All making good of blockwork, building up of opening etc., shall be solid blockwork unless otherwise described, in cement mortar (1:4) properly cut, toothed and bonded and pinned up to existing work and pointed where necessary.

E. CREDIT FOR MATERIALS

Unless otherwise specified materials arising from the demolitions and alterations will become the property of the contractor. If the Contractor wishes to allow a credit for any such materials the appropriate allowance should be included in the credit column of the Bills of Quantities. In the event that the Employer wishes to take possession of any such materials the contractor will only be entitled to receive compensation to the amount of credit indicated.

PART THREE

EXCAVATIONS & EARTHWORKS SPECIFICATIONS

EXCAVATION AND EARTHWORKS

A. CODES OF PRACTICE

The contractor shall comply with the following codes of practice:

Site Investigations C.P 2001
Earthworks C.P 2003
Foundations C.P 2004
Protection of building against water from the ground C.P 102

B. INSPECTION OF SITE

The contractor is deemed to have visited the site and to have ascertained the nature of the soil and sub-soils to be excavated. No claim will be allowed on account of these being of a different nature from that for which he had allowed in his prices.

C. PROCEDURE

The excavations and fillings shall be carried out in such a manner and order as the Architect may direct.

D. EXISTING TREES SHRUBS AND GRUBBING UP ROOTS

(a) Directions

Cut down and remove shrubs and trees as directed. No shrubs, trees, plants etc., shall be removed except as directed by the Architect and the contractor shall be held responsible for any damage caused by the building operations to those shrubs, trees etc., not so directed to be removed.

(b) Grubbing up roots

Grubbing up roots etc. shall include the following and disposal shall be described under the foregoing clause:

- (1) Stumps and roots of large trees shall be completely removed.
- (2) Stumps and roots of small trees, bushes or other vegetation shall be completely removed to a depth of at least 600mm below formation.
- (3) Smaller stumps and roots of vegetation up to 25mm thick shall be completely removed to a depth of 230mm below formation.
- (4) Fine roots shall be removed to as great depth as is practicable by hand.

Except where the area of grubbing is to be excavated, all resulting holes shall be filled up solid with approved material compacted to the same relative density as the surrounding.

E. SITE CLEARANCE

All grass, vegetable matter etc., must be removed from or burned on site at the commencement of the contract over areas as directed by the Architect.

F. WHITE ANT-INSECTICIDE TREATMENT

The Contractor must destroy any white ant's nests found within the perimeter of the buildings and within a distance of 20 metres from the buildings externally and take out and destroy queen ants,

Impregnate holes and tunnels with approved insecticides and back-fill with hard materials well rammed and consolidated.

G. EXCAVATION

- (i) The excavations are to be executed to the widths shown on the Drawings, and to the Depth below existing ground levels as directed by the Architect in order to obtain satisfactory foundations. If the contractor excavates to any widths or depths greater than those shown on the drawings or as instructed by the Architect he shall at his own expense fill in such widths or depths of excavation beyond that instructed or shown with concrete to the satisfaction to the Project Manager.
- (ii) Level and ram bottoms of all excavations to receive concrete, form steppings if necessary Or directed to allow for sloping ground, and well water excavations before pouring concrete.
- (iii) The contractor shall report to the Architect when secure bottoms to the excavations have Been obtained. Any concrete of other work executed before the excavations have been inspected and approved shall, if so directed, be removed and new work substituted after the excavations gave been approved all at the Contractor's expense.
- (iv) Excavations made below required levels shall be filled with mass concrete (1:4:8) at the Contractor's expense.

ROCKS

H. ROCK

(a) Definition

Rock is defined as any material met within the excavations which is of such size or position that it can only be removed by means of wedges, compressed air plant, or other special plant and the Architects opinion shall be final.

(b) Other materials to be taken with normal excavations

Excavations in any material such as compacted murrum, soft tuff, stiff clay or similar materials which in the opinion of the Architect can reasonably, be removed by pick, traxcavator or similar, means will be deemed to be included in the prices of normal excavation.

I. BLASTING

No blasting will be permitted without the prior approval of the Architect and local Authority.

J. BORROW PITS

Borrow pits will only be allowed to be opened up on the site on receipt of permission from the Project Manager.

K. HARDCORE FILLING

Hardcore for filling under floors etc., shall be good hard stone, ballast or quarry waste (not magadi or similar soft stone) to the approval of the Architect broken to pass not greater than a 150mm ring or to be 75% of the finished thickness of the layers being compacted whichever is the lesser and graded to contain sufficient smaller pieces to fill all voids so that it can be thoroughly compacted. The filling is to be laid in layers each of a consolidated thickness not exceeding 225mm and well watered and compacted by hand of mechanical tampers. The top surface of the hardcore shall be levelled or graded to falls as required and blinded with a 75 mm layer of similar material finely crushed and well rolled and watered immediately before concrete is laid.

L. FILLING OBTAINED FROM THE EXCAVATIONS

Filling obtained from surplus excavated materials is to be free from all weeds, roots, vegetable or other unsuitable materials and is to be filled in layers each of not more than 225 mm finished thickness. Each layer to be well watered and consolidated before the subsequent layer is filled in.

M. MATERIALS FOUND IN THE EXCAVATIONS

No sand, aggregate or other materials found in the excavations is to be used in the works without the written permission of the Architect.

N. INSECTICIDE / ANTI-TERMITE TREATMENT

The top surface of all filling shall be treated with an approved chemical treatment, applied in accordance with the manufacturers printed instructions. The approved specialist treatment shall include a ten year guarantee against termites.

O. RATES OF DISPOSAL

Rates of disposal of excavated material are to include for the selection of spoil as it arises and for all double handling and re-excavation from spoil heaps not specifically ordered by the Architect.

P. POLYTHENE SHEETING

Polythene sheeting shall be 1000 gauge or as described obtained from an approved manufacturer. Joints in sheeting shall be treble folded with 150 mm fold and taped at 300 mm intervals with 50 mm wide black plastic adhesive tape as manufactured by sellotape limited. The sheeting shall not be laid loose with sufficient wrinkles to permit shrinkage up to 15%.

PART FOUR

CONCRETE WORK SPECIFICATIONS

CONCRETE WORK

GENERAL

A. AUTHORITATIVE STANDARDS AND CODES OF PRACTICE

The following authoritative standards are referred to hereinafter:

British Standard Specifications are published by the British Standards Institutions 2 Park Street London W.1, England (Abbreviated in text to BS)

BS	Date	Title
12:Pt.2	1971	Portland cement (ordinary and rapid hardening)
812	1975	Methods for sampling and testing of mineral aggregates, sand and fillers
882, 1201: Pt.2	1973	Aggregate from natural sources for concrete (including granolithic)
1881:	1970-71	Methods of testing concrete
1926:	1962	Ready mixed concrete
2499:	1973	Hot applied joint sealants for concrete pavements
3148:	1959	Tests for water for making concrete
3921:	1974	Clay bricks and blocks
4251	1974	Truck type concrete mixers
4449:	1969	Hot rolled steel bars for the reinforcement of concrete
4461	1969	Cold worked steel bars for the reinforcement of concrete
4466	1969	Bending dimensions and scheduling of bars for the reinforcement Of concrete
4483	1969	Steel fabric for the reinforcement of concrete

American society for Testing and Materials Standard as published by the American Society for Testing and Materials, 1916 Race St., Philadelphia PA 19103, U.S.A (abbreviated in text to ASTM)

ASTM	Date	Title
C88-	73	Soundness of Aggregates by use of Sodium sulphate
C234-	71	Comparing Concretes on the basis of the Bond development With Reinforcement steel
C282-	71	Potential Reactivity of Aggregates (Chemical Method)

The following codes of practice are referred to hereinafter:

The British Standard Codes of Practice published by the Council of Codes of Practice, British Standards Institution 2 Park St, London W.1 England (Abbreviated in text to C.P)

C.P	Date	Title
110:Pt.1,2 &3	1972	The structural use of concrete
116:Pt.2	1976	Structural use of precast concrete
BS 5337:	1969	the structural use of concrete for retaining aqueous Liquids

Should the Contractor wish to substitute any other authoritative standard or code of practice for any listed above he should submit details of any such together with two complete copies to the Engineer for approval with his Tender. Approval will only be given to the use of such standards where the Engineer considers the proposed standard or code of practice will give a quality or finished work equal to or better than the specified standard.

All insitu concrete shall be in accordance with CP 110 except where superseded by this Specification. All precast concrete shall be in accordance with CP 116 except where superseded by this specification.

B. BENDING SCHEDULES

The Engineer will issue bar bending schedules in accordance with BS 4466. The Contractor should check these against the drawings before any cutting bending or construction involving the schedule is started. Any discrepancy should be reported to the Engineer immediately for his clarification. The contractor shall be responsible for any delays or additional work caused solely by his failure to check the schedules.

C. APPROVALS

Well before construction commences the Contractor shall supply to the Engineer for his approval details of his proposed layouts of concreting plant and on site workshop; details of formwork systems and the construction devices, e.g., cranes, chutes, scaffolding, which he proposes to use for the structural work. The information is to be sufficiently detailed to enable the Engineer to approve or otherwise.

The Contractor should note that further approvals are required by the Specification before construction starts. The contractor is wholly responsible for obtaining these approvals and no claim for delays will be entertained due to the contractor's failure to obtain such approvals in adequate time.

MATERIALS

D. CEMENT

Cement, unless otherwise specified, shall be ordinary Portland cement complying with BS12. The contractor shall obtain a manufacturer's certificate of test in accordance with the appropriate standard for each consignment of cement delivered to the site and shall immediately forward copies of the same to the Engineer for his retention.

Notwithstanding the manufacturer's certificate the Engineer may require that any cement delivered to the site be sampled and tested. Any batch so tested which fails to comply with this specification will be rejected.

Any cement which upon inspection is considered by the Engineer to have deteriorated in any way will be rejected.

E. AGGREGATES OF CONCRETE

Aggregates for concrete shall, unless otherwise specified, be aggregates from natural sources complying with BS 882. Additionally, the flakiness index when determined by the sieve method described in BS 812 shall not exceed 35 for any size of concrete aggregate. Fine aggregate within or finer than zone 4 of BS 882 shall not be used.

Well before any concreting work, the Contractor shall forward to the Engineer for approval details of his proposed source of supply of aggregate giving the aggregate group classification and typical physical properties as required by BS 882.

The Contractor shall provide the Engineer with a certificate for his retention showing that all aggregate regularly comply with the requirements of his Specification.

F. WATER FOR USE WITH CEMENT

Water for use in mixing with cement or for curing concrete shall be from any approved source, clean, fresh and free from organic and other deleterious matter.

The Engineer may require that any water be sampled and tested by the method given in BS 3148. Water failing the criteria given in the appendix to BS 3148 will be rejected.

Water for use in mixing with cement shall neither be hotter than 25 degrees centigrade (77 degrees Fahrenheit) nor colder than 5 degrees centigrade (41 degrees Fahrenheit) at the time of mixing.

G. STEEL ROD REINFORCEMENT

Steel rod reinforcement shall consist of:

- (a) Mild steel bar complying with BS 4449 or KS 02-22
- (b) Hot rolled high yield bars complying with BS 4449.
- (c) Cold worked high yield bars complying with BS 4461 as described in the drawing.

All reinforcement shall be stored in clean conditions in an orderly manner to the satisfaction of the Engineer such that the batch to which each piece belongs can be readily identified.

H. STEEL FABRIC REINFORCEMENT

Steel fabric reinforcement shall be electrically cross welded steel mesh reinforcement complying with BS 4483 and of the size and weight specified and made of wire to B.S. 4482.

I. TYING WIRE

Tying wire for fixing reinforcement shall be either:

- (a) No. 16 gauge soft annealed iron wire, or

(b) No. 18 gauge stainless steel wire.

J. SPACERS

Spacers block required for ensuring that the reinforcement is correctly positioned shall be as small as possible consistent with their purpose, of a shape acceptance to the Engineer, and designed so that they will not overturn when the concrete is placed. Unless otherwise approved they shall be made of concrete with 10 mm maximum aggregate size and mix proportions to produce the same strength as the adjacent concrete.

Wire shall be cast in the block for the purpose of tying it to the reinforcement. Spacer block of concrete shall not be used until at least 7 days old.

K. ADMIXTURES

No admixtures or cements containing additives shall be used in concrete unless specified or approved by the engineer. Such approval will not be given unless in the Engineer's opinion specific benefit to the density or quality of the concrete will result.

L. WALL TIES

Wall Ties between concrete and adjoining block or block walling shall be "Abbey" slots and anchors as supplied by Abbey Building supplies Ltd or similar approved.

M. JOINT FILLERS

Joint fillers unless otherwise stated shall be "flexcell" as manufactured by Expandite Ltd, or similar approved and placed in accordance with the manufacturer's instructions.

N. JOINT SEALANTS

Joint sealants shall be as described in the drawings and approved by the Engineer. Sealant shall be used strictly in accordance with the manufacturer's instructions.

O. HOLLOW CLAY POTS

Pots shall be burnt clay blocks conforming to BS 3921 or similar approved. They shall be true to shape and free from cracks or distortion.

P WATER STOPS

Water stops unless otherwise stated shall be. Sika waterbar. As manufactured by Sika International or similar approved and placed and jointed in accordance with the manufacturer's instructions.

PART FIVE

WALLING SPECIFICATIONS

MATERIALS

A. CEMENT

Cement used for making mortar shall be as described in concrete work.

B. LIME

The lime for making mortar shall be obtained from an approved source and shall comply with BS 890 Class A for non-hydraulic lime. The lime to be run to putty in an approved lined pit or container. The water to be first run into the pit or container and the lime to be added until it is completely submerged, stirred vigorously until all lumps are disintegrated and shall be kept constantly covered with water and regularly stirred for at least four weeks. The resulting milk-lime then to be through a fine sieve and run into a pit or other container and kept clean and moist for not less than two weeks before being used in the works and moist for not less than two weeks before being used in the works.

C. SAND

Sand used for making mortar shall be clean well graded siliceous sand of good sharp hard quality equal to samples which shall be deposited with and approved by the Architect. It shall be free from lumps of stone, earth, loam, dust, salt, organic matter and other deleterious substances, passed through a fine sieve and washed with clean water if so directed by the Architect.

D. WATER

Shall be as described in "concrete work".

E. CONCRETE BLOCKS

Concrete blocks shall comply with the requirements of BS 2028, 1384 except where amended or extended by the following clause. Blocks shall have square arises and corners. For fairfaced work damage to arise and corners shall not exceed the removal of 6mm of the blocks depth or thickness.

Concrete blocks shall have a minimum crushing strength of 3.5 N/mm² except when below the damp course level or in contact with soil when they shall have a minimum crushing strength of 7 N/mm², unless noted otherwise on drawings.

F. STONE

All stone shall comply with the requirements of CP121.202 for masonry and rubble walls respectively except where amended or extended by the following clauses.

G. WALL REINFORCEMENT

Where described walls and partitions shall be reinforced with a 25mm wide strip of No.20S.W.G hoop iron built into alternate horizontal joints in the wall centre. The reinforcement shall be lapped and hooked at running joints, angles and intersections and carried at least 115mm into abutting walls at junctions.

H. WALL TIES

To be 3mm diameter galvanized mild steel wire twisted butterfly wall ties

I. DAMP - PROOF COURSES

The bituminous felt sheeting for damp-proof courses shall be hessian based bituminous felt complying with BS743 TYPE 4A weighing not less than 3.85 Kgs per square metre. The sheeting is to be lapped 150mm at running joints and the full width of walls at angles.

PART SIX

FINISHINGS SPECIFICATIONS

FINISHINGS

GENERAL

A. OTHER SPECIFICATIONS

All other specifications of this contract where applicable are deemed to apply equally to the finishings specifications.

B SAMPLES

The contractor shall prepare at his own cost sample areas of the paving, plastering and rendering as directed until the quality, texture and finish required is obtained and approved by the Architect after which all work executed shall conform with the respective approved samples.

C FINISHED THICKNESSES

The thicknesses of floor finishes quoted in this section of the specification shall be the minimum requirements.

Suspended floors shall have a constant structural thickness and have level top surfaces. The finished floor surface will equally have constant level and any adjustment needed to achieve this effect with the varying floor finish materials is to be made in the screeds beneath the same.

Slabs bearing on the ground may be cast to varying levels, and be of constant thickness with varying formation levels, or have varying thicknesses at the option of the contractor. This stipulation in no way relieves the contractor of the requirements of the specifications for the structural work.

D MATERIALS GENERALLY

All materials shall be of high quality, obtained from manufacturer's to be approved by the Architect. Cement, sand and water shall be as described under concrete work and Blockwork.

E BONDING

Bonding compounds, etc., for use in applying plaster and similar finishes direct to surfaces without the use of backings or screeds are only to be used if approved by the architect and are to be used strictly in accordance with the manufacturer's printed instructions.

F. CHASES, OPENINGS AND HOLES

All chases, holes and the like which were not formed in the concrete or walling shall be cut, and all service pipes shall be fixed and all holes and chases filled with mortar before paving and plaster work is commenced. In no circumstances will the contractor be permitted to cut chases, holes and the like in finishes paving or plasterwork.

INSITU FINISHINGS

PLASTERING

G GENERALLY

The term plastering refers to the operation internally and rendering to the same operation externally but for ease of reference the term plastering has generally been used in this specification to describe both operations.

H MIXES

The methods of measuring and mixing plaster shall be as laid down under concrete work and the proportions and minimum thickness of finished plaster shall be in accordance with the following:-

Item of work	Mix	Minimum Thickness and finish
Internal Plaster	1 part cement ¼ part lime 4 parts sand	16mm finish to walls and ceilings. wood float finish unless otherwise specified.
External Render	1 part cement 4 parts sand	12mm finish in two coats
Tyrolean finish	Ditto	6mm finished thickness in two coats On 10mm plastered backing

To obtain greater plasticity a small quantity of lime may be added to the mixes for external plastering at the Architect's discretion but in any case this is not to exceed ¼ part lime to 1 part cement.

With regard to the lime mortars gauged with cement, of the cement to small quantities of the lime/sand mix shall preferably take place in a mechanical mixer and mixing shall continue for such time as will ensure uniform distribution of materials and uniform colour and consistency. It is important to note that the quality of water used shall be carefully controlled. Plaster may be mixed either in a mechanical mixing machine or by hand.

Hand mixed plaster shall first be mixed in the dry state being turned over at least three times. The required amount of water should then be added and the mix again turned over three times or until such time as the mass is uniform in colour and homogeneous.

The plaster shall be completely used within thirty minutes of mixing and hardened plaster shall not be remixed but removed from the site.

I PREPARATION OF SURFACES FOR PLASTER ETC.

Irregularities in the surfaces to be plastered or rendered shall be filled with mortar, without lime, twenty four hours before plastering is commenced. Joints in blockwork etc., are to be well raked out before plastering to form a good key. Smooth concrete surfaces to be plastered shall be treated with an approved proprietary bonding agent or hacked to provide an adequate key for the plaster.

All surfaces to be plastered or rendered shall be clean and free from dust, loose mortar and all traces of salts. All surfaces shall be thoroughly sprayed with water and all free water allowed to disappear before plaster is applied.

As far as practical plastering shall not be commenced until all mechanical and electrical services, conduits, pipes and fixtures have been installed.

Before plastering is commenced all junctions between differing materials shall be reinforced. This shall apply where walls join columns and beams, particularly where flush and similar situations where cracks are likely to develop and as directed by the Architect. The reinforcement shall consist of a strip of galvanised wire mesh. Expamet or equal approved 15cm wide which shall be plugged, nailed or stapled as required at intervals not exceeding 45mm at both edges. The surfaces to which such mesh shall be applied shall be painted with one coat bituminous paint prior to fixing the mesh.

J. APPLICATION OF PLASTER AND RENDER

After preparation of the surfaces a key coat of cement slurry shall be applied to the wetted surface to be plastered. When this coat is dry the plaster coat shall be applied, by means of a trowel between screeds laid, ruled and plumbed as necessary. This coat which shall be to the required thickness shall be allowed to be so hard and then cured as described. Surfaces are to be finished with a wood or steel float to a smooth flat surface free from all marks.

Tyrolean finish shall be applied with an approved machine to give a finish of even texture and thickness. The sprayed finish shall be applied in two separate coats allowing time for drying between coats.

Application in one continuous operation to build up a thick layer will not be permitted. The total finished thickness of the two sprayed coats shall be not less than 6mm.. the sprayed finish shall not be applied until all repairs and making good to the undercoat are completed. any plaster which adheres to pipes, doors, windows and the like shall be carefully removed before it has set. Curing shall take place after the application of the second coat. The pressed finish as directed by the Architect. Where coloured tyrolean is required this shall be obtained by the addition to the mix of any approved colour pigment.

All plastering and rendering shall be executed in a neat workman like manner. All faces except circular work shall be true and flat and angles shall be straight and level or plumb. Plastering shall be neatly made good around pipes or fittings. Angles shall be rounded to 6 mm radius.

All tools, implements, vessels and surfaces shall be at all times kept scrupulously clean and strict precautions shall be taken to prevent the plaster or other materials from being contaminated by pieces of partially set material which would tend to retard or accelerate the setting time.

K. CURING OF PLASTER

Each coat of plaster is to be maintained in a moist condition for at least three days after it has developed enough strength not to be damaged by water.

They shall be securely plugged, nailed or stapled as required at intervals not exceeding 450mm at both edges.

L. ANGLE BEADS

Where required by the Architect, salient external angles of plastered walls shall be protected with galvanised mild steel angle beads complying with BS 1246 Fig.7 profile C3.

They shall be securely plugged, nailed or stapled as required at intervals not exceeding 450mm at both edges.

M. PLASTER STOPS

Where shown on details, plasterwork shall be stopped against "expamet" glavanized steel plaster stop reference 565 which shall be securely nailed to wall in the positions indicated on the drawings.

SCREEDS

N. CEMENT AND SAND SCREEDS

Screed shall be mixed and formed as described.

O. GRANOLITHIC PAVING

The granolithic paving shall be laid by a specialist floor layer and constructed as follows:-

TILES, SLAB AND BLOCK FINISHINGS

P PRECAST CONCRETE PAVING SLAB

To be all in accordance with B.S.368. The slabs are to be of the sizes given herein and bedded, jointed and pointed in cement lime mortar. (1:2:9).

Q RATES

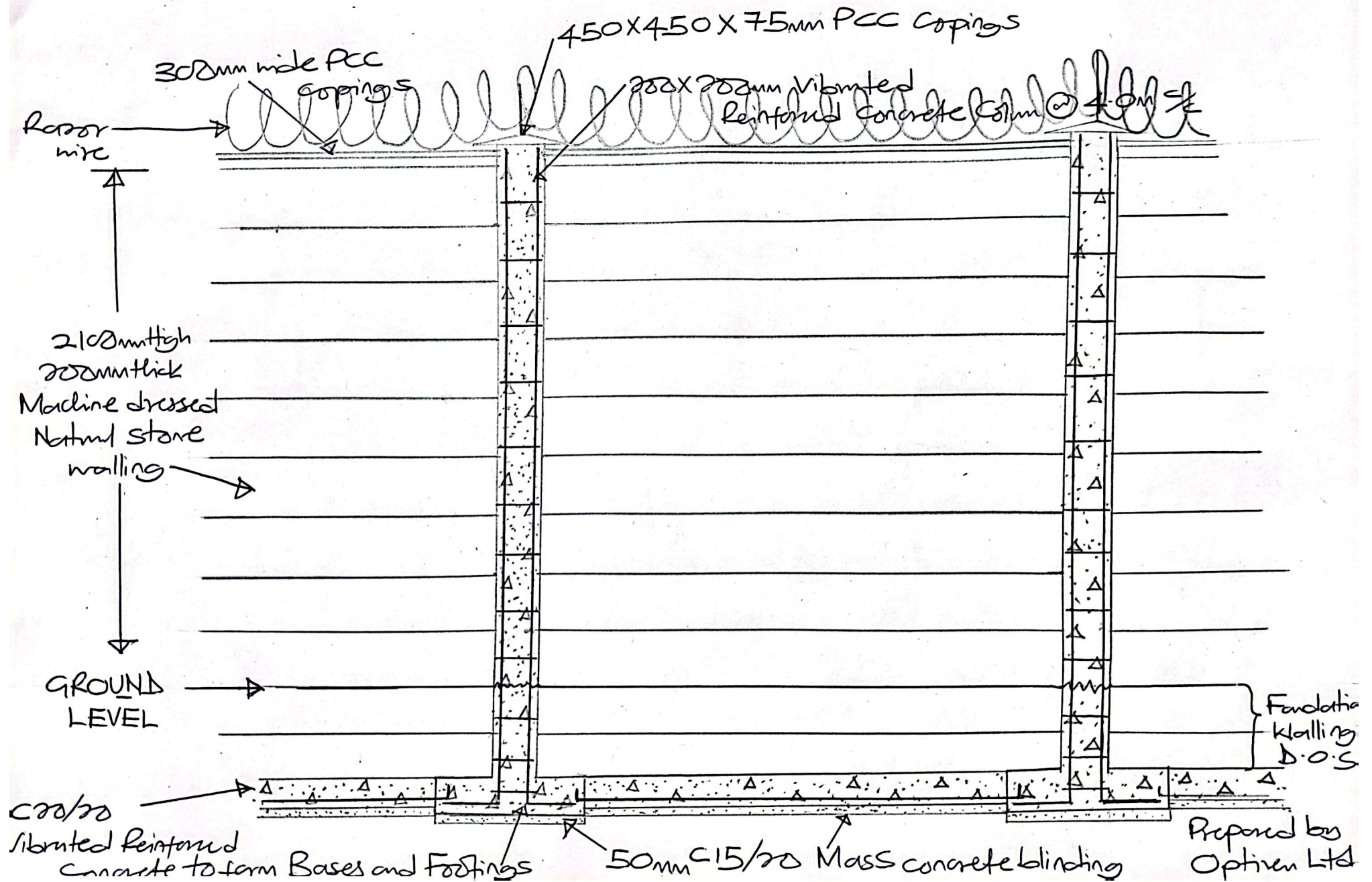
The rates for tile, slab and block finishings shall include for rounded edge tiles and angles, cutting and fitting up to boundaries and around pipes, brackets, etc., and waste; for work in narrow widths, small and isolated areas and for all other incidental labours.

SECTION IX: APPENDICES

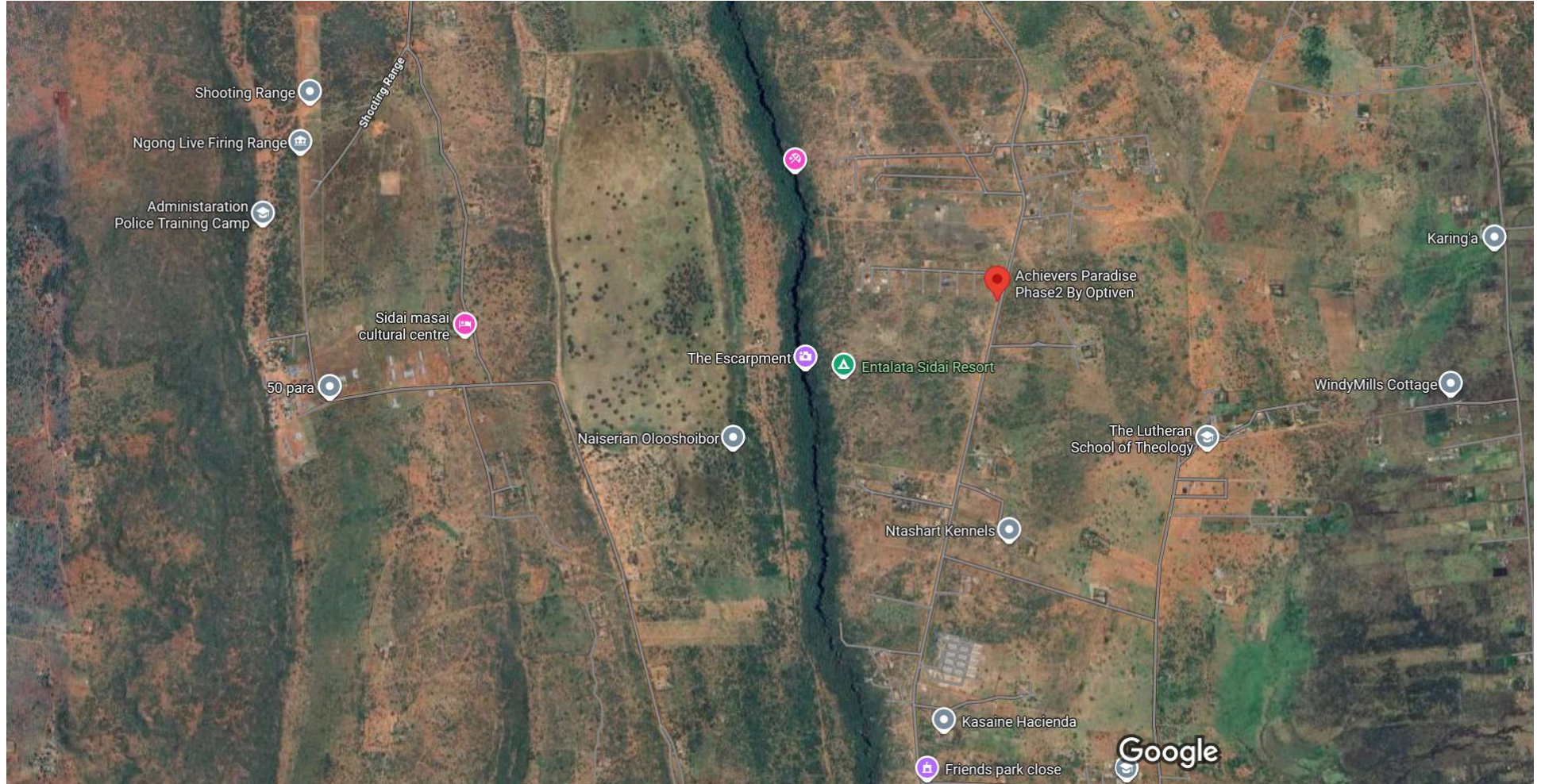
SECTION IX: APPENDICES

1. Sketch (1 No.) - Attached
2. Site Location - Attached
3. Site Visit Form - Attached
4. Site Visit Instructions.

PROPOSED MASONRY PERIMETER WALL AT ACHIEVERS' PARADISE 2



Achievers Paradise Phase2 By Optiven



9.3 SITE VISIT FORM

TO WHOM IT MAY CONCERN

RE: *SITE VISIT FOR TENDER FOR CONSTRUCTION OF THE
PROPOSED MASONRY PERIMETER WALL AT ACHIEVERS'
PARADISE 2, KIMUKA, NGONG, KAJIADO COUNTY.*

This is to confirm that

Mr./Mrs./Miss..... Of

M/s.....

Has visited the site for the purpose of getting details on the *TENDER FOR
CONSTRUCTION OF THE PROPOSED MASONRY PERIMETER WALL
AT ACHIEVERS' PARADISE 2, KIMUKA, NGONG, KAJIADO COUNTY*

FOR OPTIVEN LIMITED

Name.....

Signature.....

Date & Stamp.....

9.4 **SITE VISIT INSTRUCTIONS**

Every Bidder shall be represented by a technical Person with a Minimum qualification in related construction field e.g. Building Construction, Quantity Surveying (Building Economics), Construction Management, Architecture, Civil Engineering or Equivalent approved technical training.

The Individual MUST bring along the following:

1. Original ID/Passport and a Copy
2. These Instructions and a duly filled Copy of the Site Visit Form.
3. Original Introductory letter bearing the Company letterhead and an Official Stamp authorizing them to represent the company in the Pre-tender site visit/Pre-Tender Conference. The letter shall be duly signed.

The copies of ID, Site Visit Form and Introductory letters shall be retained by the Procuring Entity's Team and may be verified later for authenticity.