## REPUBLIC OF KENYA



## MINISTRY OF TRANSPORT, INFRASTRUCTURE, HOUSING, URBAN DEVELOPMENT AND PUBLIC WORKS STATE DEPARTMENT FOR PUBLIC WORKS

## PROPOSED TUITION BLOCK COMPLEX AT KISII NATIONAL POLYTECHNIC

W.P. ITEM NO.: D1064/KNP/2022 (1)

#### TENDER DOCUMENT

TENDER NO.: KNP/TBC/01/2022

PROJECT MANAGER	CLIENT	USER CLIENT
REGIONAL WORKS OFFICER NYANZA REGION P. O. BOX 821 - 40100 KISUMU - KENYA	THE PRINCIPAL SECRETARY STATE DEPARTMENT FOR TECHNICAL AND VOCATIONAL TRAINING P. O. BOX 9583 - 00200 NAIROBI - KENYA	BOARD OF GOVERNORS KISII NATIONAL POLYTECHNIC P. O. BOX 222 - 40200 KISII - KENYA

**MARCH 2022** 

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#### **SECTION I**

#### INVITATION FOR TENDERS

TENDER NO.: KNP/TBC/01/2022

#### PROPOSED TUITION BLOCK COMPLEX AT KISII NATIONAL POLYTECHNIC

The **KNP** invites all eligible contractors to bid for the Works. Bidders must provide certified copies of a certificate of incorporation and current tax compliance certificate, sworn affidavit on litigation history, proof of Registrations and any other requirement as per the advert.

The complete set of Tender Document is available in the website at no cost or can be purchased at **KISII NATIONAL POLYTECHNIC** at a cost of **KShs. 1,000.00** 

Completed tender documents are to be enclosed in plain sealed envelopes, clearly marked with the **Tender Number and Title of the Tender** applied for and be deposited in the Tender Box provided at the **OFFICE** and be addressed to:

# THE PRINCIPAL KISII NATIONAL POLYTECHNIC P. O. BOX 222 - 40200 KISII - KENYA

**Note:** There shall be a mandatory pre-tender site visit to be held on a date to be specified in the tender advertisement.

Bidders will be required to obtain a certificate of attendance and attach it to the tender documents as proof of attendance.

The certificate will be part of the mandatory conditions in evaluation of the tender.

## **SECTION II**

## INSTRUCTIONS TO TENDERERS

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#### **INSTRUCTIONS TO TENDERERS**

#### 1. General/Eligibility / Qualifications / Joint Venture / Cost of Tendering

- 1.1 The Employer as defined in the Appendix to Conditions of Contract invites tenders for Works Contract as described in the tender documents. The successful tenderer will be expected to complete the Works by the Intended Completion Date specified in the tender documents.
- 1.2 All tenderers shall provide the Qualification Information, a statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or has not been associated in the past, directly or indirectly, with the Consultant or any other entity that has prepared the design, specifications, and other documents for the project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the Works, and any of its affiliates, shall not be eligible to tender.
- 1.3 All tenderers shall provide in the Form of Tender and Qualification Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
- 1.4 In the event that pre-qualification of potential tenderers has been undertaken, only tenders from pre-qualified tenderers will be considered for Award of Contract. These qualified tenderers should submit with their tenders any information updating their original pre-qualification applications or, alternatively, confirm in their tenders that the originally submitted pre-qualification information remains essentially correct as of the date of tender submission.
- 1.5 Where no pre-qualification of potential tenderers has been done, all tenderers shall include the following information and documents with their tenders, unless otherwise stated:
  - (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 five years:
  - (c) Experience in works of a similar nature and size for each of the last five 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 five 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 10 percent of the Contract Price.
- 1.6 Tenders submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated:
  - (a) The tender shall include all the information listed in clause 1.5 above for each joint venture partner;
  - (b) The tender shall be signed so as to be legally binding on all partners;
  - (c) All partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
  - (d) One of the partners will be nominated as being in charge, authorised to incur liabilities, and receive instructions for and on behalf of all partners of the joint venture; and
  - (e) The execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
- 1.7 To qualify for award of the Contract, tenderers shall meet the following minimum qualifying criteria;
  - (a) Annual volume of construction work of at least 2.5 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 10 years (to comply with this requirement, works cited should be at least 70 percent complete);
  - (c) Proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed as required for the Works;

- (d) 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.
- 1.8 The figures for each of the partners of a joint venture shall be added together to determine the tenderer's compliance with the minimum qualifying criteria of clause 1.7 (a) and (e); however, for a joint venture to qualify, each of its partners must meet at least 25 percent of minimum criteria 1.7 (a), (b) and (e) for an individual tenderer, and the partner in charge at least 40 percent of those minimum criteria. Failure to comply with this requirement will result in rejection of the joint venture's tender. Subcontractors' experience and resources will not be taken into account in determining the tenderer's compliance with the qualifying criteria, unless otherwise stated.
- 1.9 Each tenderer shall submit only one tender, either individually or as a partner in a joint venture. A tenderer who submits or participates in more than 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.
- 1.10 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.
- 1.11 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.
- 1.12 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 1.13 The price to be charged for the tender document shall not exceed Kshs.1,000.00
- 1.14 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

#### 2. Tender Documents

- 2.1 The complete set of tender documents comprises the documents listed 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) Drawings
- (g) Bills of Quantities
- (h) Forms of Securities
- 2.2 The tenderer shall examine all Instructions, Forms to be filled and Specifications in the tender documents. Failure to furnish all information required by the tender documents, or submission of a tender not substantially responsive to the tendering documents in every respect will be at the tenderer's risk and may result in rejection of his tender.
- 2.3 A prospective tenderer making an inquiry relating to the tender documents may notify the Employer in writing or by cable, telex or facsimile at the address indicated in the letter of invitation to tender. The Employer will only respond to requests for clarification received earlier than seven days prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all persons issued with tendering documents, including a description of the inquiry, but without identifying its source.
- 2.4 Before the deadline for submission of tenders, the Employer may modify the tendering documents by issuing addenda. Any addendum thus issued shall be part of the tendering documents and shall be communicated in writing or by cable, telex or facsimile to all tenderers. Prospective tenderers shall acknowledge receipt of each addendum in writing to the Employer.
- 2.5 To give prospective tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend, as necessary, the deadline for submission of tenders, in accordance with Clause 4.2 here below.

#### 3. Preparation of Tenders

- 3.1 All documents relating to the tender and any correspondence shall be in English language.
- 3.2 The tender submitted by the tenderer shall comprise the following:
  - (a) These Instructions to Tenderers, Form of Tender, Conditions of Contract, Appendix to Conditions of Contract and Specifications;
  - (b) Tender Security;
  - (c) Priced Bill of Quantities;
  - (d) Qualification Information Form and Documents;
  - (e) Alternative offers where invited; and
  - (f) Any other materials required to be completed and submitted by the tenderers.

- 3.3 The tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items for which no rate or price is entered by the tenderer will not be paid for when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause relevant to the Contract, as of 30 days prior to the deadline for submission of tenders, shall be included in the 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 date of submission. However in exceptional circumstances, the Employer may request that the tenderers extend the period of validity for a specified additional period. The request and the tenderers' responses shall be made in writing. A tenderer may refuse the request without forfeiting the Tender Security. A tenderer agreeing to the request will not be required or permitted to otherwise modify the tender, but will be required to extend the validity of Tender Security for the period of the extension, and in compliance with Clause 3.7 3.11 in all respects.
- 3.7 The tenderer shall furnish, as part of the tender, a Tender Security in the amount and form specified in the appendix to invitation to tenderers. This shall be in the amount not exceeding 2 percent of the tender price
- 3.8 The format of the Tender Security should be in accordance with the form of Tender Security included in Section G Standard forms or any other form acceptable to the Employer. Tender Security shall be valid for 30 days beyond the validity of the tender.
- 3.9 Any tender not accompanied by an acceptable Tender Security shall be rejected. The Tender Security of a joint venture must define as "Tenderer" all joint venture partners and list them in the following manner: a joint venture consisting of".....",".....", and "......".
- 3.10 The Tender Securities of unsuccessful tenderers will be returned within 28 days of the end of the tender validity period specified in Clause 3.6.
- 3.11 The Tender Security of the successful tenderer will be discharged when the tenderer has signed the Contract Agreement and furnished the required Performance Security.
- 3.12 The Tender Security may be forfeited
  - (a) If the tenderer withdraws the tender after tender opening during the period of tender validity;

- (b) If the tenderer does not accept the correction of the tender price, pursuant to Clause 5.7;
- (c) In the case of a successful tenderer, if the tenderer fails within the specified time limit to:
  - (i) Sign the Agreement, or
  - (ii) Furnish the required Performance Security.
- 3.13 Tenderers shall submit offers that comply with the requirements of the tendering documents, including the basic technical design as indicated in the Drawings and Specifications. Alternatives will not be considered, unless specifically allowed in the invitation to tender. If so allowed, tenderers wishing to offer technical alternatives to the requirements of the tendering documents must also submit a tender that complies with the requirements of the tendering documents, including the basic technical design as indicated in the Drawings and Specifications. In addition to submitting the basic tender, the tenderer shall provide all information necessary for a complete evaluation of the alternative, including design calculations, technical specifications, breakdown of prices, proposed construction methods and other relevant details. Only the technical alternatives, if any, of the lowest evaluated tender conforming to the basic technical requirements shall be considered.
- 3.14 The tenderer shall prepare one original of the documents comprising the tender documents as described in Clause 3.2 of these Instructions to Tenderers, bound with the volume containing the Form of Tender, 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 authorised 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 initialled 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 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 3 days of receiving the request to enable the tenderer to make timely submission of its tender.
- 3.18 The tender security shall be in the amount of 0.5 2 per cent of the tender price.

#### 4. Submission of Tenders

- 4.1 The tenderer shall seal the original and all copies of the tender in two inner envelopes and one outer envelope, duly marking the inner envelopes as "ORIGINAL" and "COPIES" as appropriate. The inner and outer envelopes shall:
  - (a) Be addressed to the Employer at the address provided in the invitation to tender:
  - (b) Bear the name and identification number of the Contract as defined in the invitation to tender; and
  - (c) Provide a warning not to open before the specified time and date for tender opening.
- 4.2 Tenders shall be delivered to the Employer at the address specified above not later than the time and date specified in the invitation to tender. However, the Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Sub-Clause 2.5 in which case all rights and obligations of the Employer and the tenderers previously subject to the original deadline will then be subject to the new deadline.
- 4.3 Any tender received after the deadline prescribed in clause 4.2 will be returned to the tenderer un-opened.
- 4.4 Tenderers may modify or withdraw their tenders by giving notice in writing before the deadline prescribed in clause 4.2. Each tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with clause 3.13 and 4.1, with the outer and inner envelopes additionally marked "MODIFICATION" and "WITHDRAWAL", as appropriate. No tender may be modified after the deadline for submission of tenders.
- 4.5 Withdrawal of a tender between the deadline for submission of tenders and the expiration of the period of tender validity specified in the invitation to tender or as extended pursuant to Clause 3.6 may result in the forfeiture of the Tender Security pursuant to Clause 3.12.
- 4.6 Tenderers may only offer discounts to, or otherwise modify the prices of their tenders by submitting tender modifications in accordance with Clause 4.4 or be included in the original tender submission.

#### 5. Tender Opening and Evaluation

5.1 The tenders will be opened by the Employer, including modifications made pursuant to Clause 4.4, in the presence of the tenderers' representatives who choose to attend at the time and in the place specified in the invitation to tender. Envelopes marked "WITHDRAWAL" shall be opened and read out first. Tenderers' and Employer's representatives who are present during the opening shall sign a register evidencing their attendance.

- 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 Tender Security, and such other details as may be considered appropriate, will be announced by the Employer at the opening. Minutes of the tender opening, including the information disclosed to those present will be prepared by the Employer.
- 5.3 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 or by cable, telex or facsimile but no change in the price or substance of the tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered in the evaluation of the tenders in accordance with Clause 5.7.
- 5.5 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.
- 5.7 Tenders determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:
  - (a) Where there is a discrepancy between the amount in figures and the amount in words, the amount in words will prevail; and

- (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will prevail, unless in the opinion of the Employer, there is an obvious typographical error, in which case the adjustment will be made to the entry containing that error.
- (c) In the event of a discrepancy between the tender amount as stated in the Form of Tender and the corrected tender figure in the main summary of the Bill of Quantities, the amount as stated in the Form of Tender shall prevail.
- (d) The Error Correction Factor shall be computed by expressing the difference between the tender amount and the corrected tender sum as a percentage of the corrected Builder's Work (i.e. Corrected tender sum less P.C. and Provisional Sums)
- (e) The Error Correction Factor shall be applied to all Builder's Work (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuation of variations.
- (f) The amount stated in the tender will be adjusted in accordance with the above procedure for the correction of errors and, with concurrence of the tenderer, shall be considered as binding upon the tenderer. If the tenderer does not accept the corrected amount, the tender may be rejected and the Tender Security may be forfeited in accordance with clause 3.12.
- 5.8 The Employer will evaluate and compare only the tenders determined to be substantially responsive in accordance with Clause 5.5.
- 5.9 In evaluating the tenders, the Employer will determine for each tender the evaluated tender price by adjusting the tender price as follows:
  - (a) Making any correction for errors pursuant to clause 5.7;
  - (b) Excluding provisional sums and the provision, if any, for contingencies in the Bill of Quantities, but including Dayworks where priced competitively.
  - (c) Making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with clause 3.12; and
  - (d) Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with clause 4.6
- 5.10 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.

- 5.11 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.
- 5.12 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 subcontract 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 or by cable, telex or facsimile. This notification (hereinafter and in all Contract documents called the "Letter of Acceptance") will state the sum (hereinafter and in all Contract documents called the "Contract Price") that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract. At the same time the other tenderers shall be informed that their tenders have not been successful.

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

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

- 6.7 Upon the furnishing by the successful tenderer of the Performance Security, the Employer will promptly notify the other tenderers that their tenders have been unsuccessful.
- 6.8 Preference where allowed in the evaluation of tenders shall not be allowed for contracts not exceeding one year (12 months)
- 6.9 The tender evaluation committee shall evaluate the tender within 15 days of the validity period from the date of opening the tender.
- 6.10 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 6.11 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 6.12 Where contract price variation is allowed, the variation shall not exceed 15% of the original contract price.
- 6.13 Price variation request shall be processed by the procuring entity within 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 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 public procurement.

#### 7. Corrupt and Fraudulent practices

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

#### APPENDIX TO INSTRUCTIONS TO TENDERERS

## **Notes on the Appendix to Instructions to Tenderers**

The following appendix to instructions to tenderers shall complement or amend the provisions of the instructions to tenderers (Section II). Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

(Complete as appropriate)

No.	Instructions to Tenderers Reference Clause	Particulars of Appendix to Instructions to Tenderers
1	1.1	"Employer" means KISII NATIONAL POLYTECHNIC
2	1.4	Prequalification: Procurement shall be based on post qualification method and tenderers should comply with all tender requirements to be considered for award.
3	1.5	Information and documents: Tenderers should in addition, provide copies of the following documents or as per the advert;  i) Valid Tax Compliance Certificate  ii) Valid Trading License/Single Business Permit  iii) Dully filled, signed and stamped Form of Tender  iv) Completion of Confidential Business Questionnaire  v) Registration certificate from National Construction Authority under the appropriate category (NCA 3 & above)  vi) Valid CR12  vii) Pre-tender site visit certificate  viii) Sequential Serialization of all the documents  ix) Any other requirement as shall be in the advert
4	3.7	Particulars of Tenders Security: Tenders must be accompanied by an original tender Security of 2% of the tender sum in form of a guarantee acceptable under the Public Procurement and Asset Disposal Act, 2015 and Public Procurement and Disposal Regulations 2006 payable to the KISII NATIONAL POLYTECHNIC  The tender security shall be valid for an additional thirty (30) days after the expiry of the tender validity period i.e. one hundred and twenty (120) days
5	3.14	No. of Copies: The Tenderer shall submit one original and one copy of the tender document.
6	5	Tender Evaluation: The tender shall be evaluated using the evaluation criteria / process specified in Section IX of this tender document, notwithstanding any other requirement of the document.
7	6.5	Performance Security: The amount of Performance Security is 5% of the Contract amount in the form of Bank guarantee or any other form acceptable to the Employer.
8	6.12	Variations: The cumulative value of all contract variations shall not result in an increment of the total contract price by more than twenty five <a href="mailto:percent(25%)">percent(25%)</a> of the original contract price.

## SECTION III CONDITIONS OF CONTRACT

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### **CONDITIONS OF CONTRACT**

#### 1. **Definitions**

- 1.1 In this Contract, except where context otherwise requires, the following terms shall be interpreted as indicated;
  - "Bill of Quantities" means the priced and completed Bill of Quantities forming part of the tender.
  - "Compensation Events" are those defined in Clause 24 hereunder.
  - "The Completion Date" means the date of completion of the Works as certified by the Project Manager, in accordance with Clause 31.
  - "The Contract" means the agreement entered into between the Employer and the Contractor as recorded in the Agreement Form and signed by the parties including all attachments and appendices thereto and all documents incorporated by reference therein to execute, complete, and maintain the Works,
  - "The Contractor" refers to the person or corporate body whose tender to carry out the Works has been accepted by the Employer.
  - "The Contractor's Tender" is the completed tendering document submitted by the Contractor to the Employer.
  - "The Contract Price" is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
  - "Days" are calendar days; "Months" are calendar months.
  - "A Defect" is any part of the Works not completed in accordance with the Contract.
  - "The Defects Liability Certificate" is the certificate issued by Project Manager upon correction of defects by the Contractor.
  - "The Defects Liability Period" is the period named in the Contract Data and calculated from the Completion Date.
  - "**Drawings**" include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
  - "Dayworks" are Work inputs subject to payment on a time basis for labour and the associated materials and plant.
  - "Employer", or the "Procuring entity" as defined in the Public Procurement Regulations (i.e. Central or Local Government administration, Universities, Public Institutions and Corporations, etc) is the party who employs the Contractor to carry out the Works.

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 2. Interpretation

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

The Project Manager will provide instructions clarifying queries about these Conditions of Contract.

- 2.2 If sectional completion is specified in the Appendix to Conditions of Contract, reference in the Conditions of Contract to the Works, the Completion Date and the Intended Completion Date apply to any section of the Works (other than references to the Intended Completion Date for the whole of the Works).
- 2.3 The following documents shall constitute the Contract documents and shall be interpreted in the following order of priority;
  - (1) Agreement,
  - (2) Letter of Acceptance,
  - (3) Contractor's Tender,
  - (4) Appendix to Conditions of Contract,
  - (5) Conditions of Contract,
  - (6) Specifications,
  - (7) Drawings,
  - (8) Bill of Quantities,
  - (9) Any other documents listed in the Appendix to Conditions of Contract as forming part of the Contract.

Immediately after the execution of the Contract, the Project Manager shall furnish both the Employer and the Contractor with two copies each of all the Contract documents. Further, as and when necessary the Project Manager shall furnish the Contractor [always with a copy to the Employer] with three [3] copies of such further drawings or details or descriptive schedules as are reasonably necessary either to explain or amplify the Contract drawings or to enable the Contractor to carry out and complete the Works in accordance with these Conditions.

#### 3. Language and Law

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

#### 4 Project Manager's Decisions

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

#### 5 Delegation

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

#### **6** Communications

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

#### 7 Subcontracting

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

#### 8 Other Contractors

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

#### 9 Personnel

9.1 The Contractor shall employ the key personnel named in the Qualification Information, to carry out the functions stated in the said Information or other personnel approved by the Project Manager. The Project Manager will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel listed in the Qualification Information. If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the Work in the Contract.

#### 10 Works

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

#### 11 Safety and Temporary Works

11.1 The Contractor shall be responsible for the design of temporary works. However before erecting the same, he shall submit his designs including specifications and drawings to the Project Manager and to any other relevant third parties for their

approval. No erection of temporary works shall be done until such approvals are obtained.

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

#### 12. Discoveries

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

#### 13. Work Program

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

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

#### 14. Possession of Site

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

#### 15. Access to Site

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

#### 16. Instructions

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

#### 17. Extension or Acceleration of Completion Date

- 17.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a variation is issued which makes it impossible for completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining Work, which would cause the Contractor to incur additional cost. The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager in writing for a decision upon the effect of a Compensation Event or variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay caused by such failure shall not be considered in assessing the new (extended) Completion Date.
- 17.2 No bonus for early completion of the Works shall be paid to the Contractor by the Employer.

#### 18. Management Meetings

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

#### 19. Early Warning

- 19.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the Work, increase the Contract Price or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.
- 19.2 The Contractor shall cooperate with the Project Manager in making and considering proposals on how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the Work and in carrying out any resulting instructions of the Project Manager.

#### 20. Defects

- 20.1 The Project Manager shall inspect the Contractor's work and notify the Contractor of any defects that are found. Such inspection shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a defect and to uncover and test any Work that the Project Manager considers may have a defect. Should the defect be found, the cost of uncovering and making good shall be borne by the Contractor, However, if there is no defect found, the cost of uncovering and making good shall be treated as a variation and added to the Contract Price.
- 20.2 The Project Manager shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the Appendix to Conditions of Contract. The Defects Liability Period shall be extended for as long as defects remain to be corrected.
- 20.3 Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified by the Project Manager's notice. If the Contractor has not corrected a defect within the time specified in the Project Manager's notice, the Project Manager will assess the cost of having the defect corrected by other parties and such cost shall be treated as a variation and be deducted from the Contract Price.

#### 21. Bills Of Quantities

- 21.1 The Bills of Quantities shall contain items for the construction, installation, testing and commissioning of the Work to be done by the Contractor. The Contractor will be paid for the quantity of the Work done at the rate in the Bills of Quantities for each item.
- 21.2 If the final quantity of the Work done differs from the quantity in the Bills of Quantities for the particular item by more than 25 percent and provided the change exceeds 1 percent of the Initial Contract price, the Project Manager shall adjust the rate to allow for the change.
- 21.3 If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bills of Quantities.

#### 22. Variations

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

- 22.3 If the work in the variation corresponds with an item description in the Bills of Quantities and if in the opinion of the Project Manager, the quantity of work is not above the limit stated in Clause 21.2 or the timing of its execution does not cause the cost per unit of quantity to change, the rate in the Bills of Quantities shall be used to calculate the value of the variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the variation does not correspond with items in the Bills of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of Work.
- 22.4 If the Contractor's quotation is unreasonable, the Project Manager may order the variation and make a change to the Contract price, which shall be based on the Project Manager's own forecast of the effects of the variation on the Contractor's costs.
- 22.5 If the Project Manager decides that the urgency of varying the Work would prevent a quotation being given and considered without delaying the Work, no quotation shall be given and the variation shall be treated as a Compensation Event.
- 22.6 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
- When the Program is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast.

#### 23. Payment Certificates, Currency of Payments and Advance Payments

- 23.1 The Contractor shall submit to the Project Manager monthly applications for payment giving sufficient details of the Work done and materials on Site and the amounts which the Contractor considers himself to be entitled to. The Project Manager shall check the monthly application and certify the amount to be paid to the Contractor within 14 days. The value of Work executed and payable shall be determined by the Project Manager.
- 23.2 The value of Work executed shall comprise the value of the quantities of the items in the Bills of Quantities completed, materials delivered on Site, variations and compensation events. Such materials shall become the property of the Employer once the Employer has paid the Contractor for their value. Thereafter, they shall not be removed from Site without the Project Manager's instructions except for use upon the Works.
- 23.3 Payments shall be adjusted for deductions for retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 30 days of the date of issue of each certificate. If the Employer makes a late payment, the Contractor shall be paid simple interest on the late payment in the next payment. Interest shall be calculated on the basis of number of days delayed at a rate three percentage points above the Central Bank of Kenya's average rate for base lending prevailing as of the first day the payment becomes overdue.

- 23.4 If an amount certified is increased in a later certificate or as a result of an award by an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 23.5 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.
- 23.6 The Contract Price shall be stated in Kenya Shillings. All payments to the Contractor shall be made in Kenya Shillings and foreign currency in the proportion indicated in the tender, or agreed prior to the execution of the Contract Agreement and indicated therein. The rate of exchange for the calculation of the amount of foreign currency payment shall be the rate of exchange indicated in the Appendix to Conditions of Contract. If the Contractor indicated foreign currencies for payment other than the currencies of the countries of origin of related goods and services the Employer reserves the right to pay the equivalent at the time of payment in the currencies of the countries of such goods and services. The Employer and the Project Manager shall be notified promptly by the Contractor of an changes in the expected foreign currency requirements of the Contractor during the execution of the Works as indicated in the Schedule of Foreign Currency Requirements and the foreign and local currency portions of the balance of the Contract Price shall then be amended by agreement between Employer and the Contractor in order to reflect appropriately such changes.
- 23.7 In the event that an advance payment is granted, the following shall apply:
  - a) On signature of the Contract, the Contractor shall at his request, and without furnishing proof of expenditure, be entitled to an advance of 10% (ten percent) of the original amount of the Contract. The advance shall not be subject to retention money.
  - b) No advance payment may be made before the Contractor has submitted proof of the establishment of deposit or a directly liable guarantee satisfactory to the Employer in the amount of the advance payment. The guarantee shall be in the same currency as the advance.
  - c) Reimbursement of the lump sum advance shall be made by deductions from the Interim payments and where applicable from the balance owing to the Contractor. Reimbursement shall begin when the amount of the sums due under the Contract reaches 20% of the original amount of the Contract. It shall have been completed by the time 80% of this amount is reached.

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

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

Where: R = the amount to be reimbursed

A = the amount of the advance which has been granted

- $X^1$  = the amount of proposed cumulative payments as a percentage of the original amount of the Contract. This figure will exceed 20% but not exceed 80%.
- $X^{11}$  = the amount of the previous cumulative payments as a percentage of the original amount of the Contract. This figure will be below 80% but not less than 20%.
- d) with each reimbursement the counterpart of the directly liable guarantee may be reduced accordingly.

#### 24. Compensation Events

- 24.1 The following issues shall constitute Compensation Events:
  - (a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Appendix to Conditions of Contract.
  - (b) The Employer modifies the List of Other Contractors, etc., in a way that affects the Work of the Contractor under the Contract.
  - (c) The Project Manager orders a delay or does not issue drawings, specifications or instructions required for execution of the Works on time.
  - (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon the Work, which is then found to have no defects.
  - (e) The Project Manager unreasonably does not approve a subcontract to be let.
  - (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to tenderers (including the Site investigation reports), from information available publicly and from a visual inspection of the Site.
  - (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer or additional work required for safety or other reasons.
  - (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
  - (i) The effects on the Contractor of any of the Employer's risks.
  - (j) The Project Manager unreasonably delays issuing a Certificate of Completion.

- (k) Other compensation events described in the Contract or determined by the Project Manager shall apply.
- 24.2 If a compensation event would cause additional cost or would prevent the Work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.
- As soon as information demonstrating the effect of each compensation event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager will assume that the Contractor will react competently and promptly to the event.
- 24.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having co-operated with the Project Manager.
- 24.5 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the Appendix to Conditions of Contract.
- 24.6 The Contractor shall give written notice to the Project Manager of his intention to make a claim within thirty days after the event giving rise to the claim has first arisen. The claim shall be submitted within thirty days thereafter.

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

#### 25. Price Adjustment

- 25.1 The Project Manager shall adjust the Contract Price if taxes, duties and other levies are changed between the date 30 days before the submission of tenders for the Contract and the date of Completion. The adjustment shall be the change in the amount of tax payable by the Contractor.
- 25.2 The Contract Price shall be deemed to be based on exchange rates current at the date of tender submission in calculating the cost to the Contractor of materials to be specifically imported (by express provisions in the Contract Bills of Quantities or Specifications) for permanent incorporation in the Works. Unless otherwise stated in the Contract, if at any time during the period of the Contract exchange rates shall be varied and this shall affect the cost to the Contractor of such materials, then the Project Manager shall assess the net difference in the cost of such materials. Any

- amount from time to time so assessed shall be added to or deducted from the Contract Price, as the case may be.
- 25.3 Unless otherwise stated in the Contract, the Contract Price shall be deemed to have been calculated in the manner set out below and in sub-clauses 25.4 and 25.5 and shall be subject to adjustment in the events specified thereunder;
  - (i) The prices contained in the Contract Bills of Quantities shall be deemed to be based upon the rates of wages and other emoluments and expenses as determined by the Joint Building Council of Kenya (J.B.C.) and set out in the schedule of basic rates issued 30 days before the date for submission of tenders. A copy of the schedule used by the Contractor in his pricing shall be attached in the Appendix to Conditions of Contract.
  - (ii) Upon J.B.C. determining that any of the said rates of wages or other emoluments and expenses are increased or decreased, then the Contract Price shall be increased or decreased by the amount assessed by the Project Manager based upon the difference, expressed as a percentage, between the rate set out in the schedule of basic rates issued 30 days before the date for submission of tenders and the rate published by the J.B.C. and applied to the quantum of labour incorporated within the amount of Work remaining to be executed at the date of publication of such increase or decrease.
  - (iii) No adjustment shall be made in respect of changes in the rates of wages and other emoluments and expenses which occur after the date of Completion except during such other period as may be granted as an extension of time under clause 17.0 of these Conditions.
- 25.4 The prices contained in the Contract Bills of Quantities shall be deemed to be based upon the basic prices of materials to be permanently incorporated in the Works as determined by the J.B.C. and set out in the schedule of basic rates issued 30 days before the date for submission of tenders. A copy of the schedule used by the Contractor in his pricing shall be attached in the Appendix to Conditions of Contract.
- 25.5 Upon the J.B.C. determining that any of the said basic prices are increased or decreased then the Contract Price shall be increased or decreased by the amount to be assessed by the Project Manager based upon the difference between the price set out in the schedule of basic rates issued 30 days before the date for submission of tenders and the rate published by the J.B.C. and applied to the quantum of the relevant materials which have not been taken into account in arriving at the amount of any interim certificate under clause 23 of these Conditions issued before the date of publication of such increase or decrease.
- 25.6 No adjustment shall be made in respect of changes in basic prices of materials which occur after the date for Completion except during such other period as may be granted as an extension of time under clause 17.0 of these Conditions.
- 25.7 The provisions of sub-clause 25.1 to 25.2 herein shall not apply in respect of any materials included in the schedule of basic rates.

#### 26. Retention

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

#### 27. Liquidated Damages

- 27.1 The Contractor shall pay liquidated damages to the Employer at the rate stated in the Appendix to Conditions of Contract for each day that the actual Completion Date is later than the Intended Completion Date. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not alter the Contractor's liabilities.
- 27.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rate specified in Clause 23.30

#### 28. Securities

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

#### 29. Dayworks

- 29.1 If applicable, the Dayworks rates in the Contractor's tender shall be used for small additional amounts of Work only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.
- 29.2 All work to be paid for as Dayworks shall be recorded by the Contractor on Forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the Work being done.
- 29.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

#### 30. Liability and Insurance

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

- (a) The risk of personal injury, death or loss of or damage to property (excluding the Works, Plant, Materials and Equipment), which are due to;
  - (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works, or
  - (ii) negligence, breach of statutory duty or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
- (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in Employer's design, or due to war or radioactive contamination directly affecting the place where the Works are being executed.
- 30.2 From the Completion Date until the Defects Correction Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is the Employer's risk except loss or damage due to;
  - (a) a defect which existed on or before the Completion Date.
  - (b) an event occurring before the Completion Date, which was not itself the Employer's risk
  - (c) the activities of the Contractor on the Site after the Completion Date.
- 30.3 From the Start Date until the Defects Correction Certificate has been issued, the risks of personal injury, death and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risk are Contractor's risks.

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

- (a) loss of or damage to the Works, Plant, and Materials;
- (b) loss of or damage to Equipment;
- (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract, and
- (d) personal injury or death.
- 30.4 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation required to rectify the loss or damage incurred.
- 30.5 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

30.6 Alterations to the terms of 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 issuing a Certificate of Completion.

#### 32. Final Account

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

#### 33. Termination

- 33.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. These fundamental breaches of Contract shall include, but shall not be limited to, the following;
  - (a) the Contractor stops work for 30 days when no stoppage of work is shown on the current program and the stoppage has not been authorised by the Project Manager;
  - (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 30 days;
  - (c) the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
  - (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 30 days (for Interim Certificate) or 60 days (for Final Certificate) of issue.
  - (e) the Project Manager gives notice that failure to correct a particular defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
  - (f) the Contractor does not maintain a security, which is required.

- When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under Clause 33.1 above, the Project Manager shall decide whether the breach is fundamental or not.
- 33.3 Notwithstanding the above, the Employer may terminate the Contract for convenience.
- 33.4 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible. The Project Manager shall immediately thereafter arrange for a meeting for the purpose of taking record of the Works executed and materials, goods, equipment and temporary buildings on Site.

#### 34. Payment Upon Termination

- 34.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the Work done and materials ordered and delivered to Site up to the date of the issue of the certificate. Additional liquidated damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable by the Contractor.
- 34.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the Work done, materials ordered, the reasonable cost of removal of equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works.
- 34.3 The Employer may employ and pay other persons to carry out and complete the Works and to rectify any defects and may enter upon the Works and use all materials on the Site, plant, equipment and temporary works.
- 34.4 The Contractor shall, during the execution or after the completion of the Works under this clause remove from the Site as and when required, within such reasonable time as the Project Manager may in writing specify, any temporary buildings, plant, machinery, appliances, goods or materials belonging to or hired by him, and in default the Employer may (without being responsible for any loss or damage) remove and sell any such property of the Contractor, holding the proceeds less all costs incurred to the credit of the Contractor.

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

said amount added to the said money be less than the said total amount, the difference shall be a debt payable by the Employer to the Contractor.

#### 35. Release from Performance

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

#### 36. Corrupt gifts and payments of commission

The Contractor shall not:

- (a) Offer or give or agree to give to any person in the service of the Employer any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract for the Employer or for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract for the Employer.
- (b) Enter into this or any other contract with the Employer in connection with which commission has been paid or agreed to be paid by him or on his behalf or to his knowledge, unless before the Contract is made particulars of any such commission and of the terms and conditions of any agreement for the payment thereof have been disclosed in writing to the Employer.

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

#### 37. Settlement Of Disputes

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

- (iv) Chartered Institute of Arbitrators (Kenya Branch)
- (v) Institution of Engineers of Kenya

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

- 37.2 The arbitration may be on the construction of this Contract or on any matter or thing of whatsoever nature arising thereunder or in connection therewith, including any matter or thing left by this Contract to the discretion of the Project Manager, or the withholding by the Project Manager of any certificate to which the Contractor may claim to be entitled to or the measurement and valuation referred to in clause 23.0 of these conditions, or the rights and liabilities of the parties subsequent to the termination of Contract.
- 37.3 Provided that no arbitration proceedings shall be commenced on any dispute or difference where notice of a dispute or difference has not been given by the applying party within ninety days of the occurrence or discovery of the matter or issue giving rise to the dispute.
- 37.4 Notwithstanding the issue of a notice as stated above, the arbitration of such a dispute or difference shall not commence unless an attempt has in the first instance been made by the parties to settle such dispute or difference amicably with or without the assistance of third parties. Proof of such attempt shall be required.
- 37.5 Notwithstanding anything stated herein the following matters may be referred to arbitration before the practical completion of the Works or abandonment of the Works or termination of the Contract by either party:
  - 37.5.1 The appointment of a replacement Project Manager upon the said person ceasing to act.
  - 37.5.2 Whether or not the issue of an instruction by the Project Manager is empowered by these Conditions.
  - 37.5.3 Whether or not a certificate has been improperly withheld or is not in accordance with these Conditions.
  - 37.5.4 Any dispute or difference arising in respect of war risks or war damage.
- 37.6 All other matters shall only be referred to arbitration after the completion or alleged completion of the Works or termination or alleged termination of the Contract, unless the Employer and the Contractor agree otherwise in writing.
- 37.7 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, tests or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any certificate.

37.8 The Arbitrator shall, without prejudice to the generality of his powers,

have powers to open up, review and revise any certificate, opinion, decision, requirement or notice and to determine all matters in dispute which shall be submitted to him in the same manner as if no such certificate, opinion, decision requirement or notice had been given.

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

#### SECTION IV – APPENDIX TO CONDITIONS OF CONTRACT

#### THE EMPLOYER IS:

The Principal Secretary
State Department for Vocational & Technical Training
P. O. Box 9583 - 00200
NAIROBI - KENYA

#### NAME OF AUTHORISED REPRESENTATIVE:

Board of Governors Kisii National Polytechnic P. O. Box 222 - 40200 KISII - KENYA

#### THE PROJECT MANAGER IS:

Regional Works Officer - Nyanza Region P. O. Box 821 - 40100 KISUMU - KENYA

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

PROPOSED TUITION BLOCK COMPLEX AT KISII NATIONAL POLYTECHNIC

W.P. ITEM NO.: D1064/KNP/2022 (1) TENDER NO.: KNP/TBC/01/2022

The Works consist of among other things: As Described in the Bills of Quantities.

The Start Date shall be TBA

The Intended Completion Date for the whole of the Works shall be 130 Weeks

The following documents also form part of the Contract:

- 1. Agreement
- 2. Letter of Acceptance
- 3. Contractor's Tender
- 4. Appendix to Conditions of Contract
- 5. Drawings
- 6. Priced Bills of Quantities
- 7. Any other documents listed in the appendix

The Contractor shall submit a revised program for the Works within **7 days** of delivery of the Letter of Acceptance.

The Site Possession Date shall be
The Site is located within <b>KISII TOWN.</b>
The Defects Liability period is <b>180 days</b> .
Other Contractors, utilities etc., to be engaged by the Employer on the Site Include those for the execution of;
1
2
3
4
The minimum insurance covers shall be;
1. The minimum cover for insurance of the Works and of Plant and Materials in respect of the Contractor's faulty design is
2. The minimum cover for loss or damage to Equipment is
3. The minimum for insurance of other property is
4. The minimum cover for personal injury or death insurance
• For the Contractor's employees is
• And for other people is
The following events shall also be Compensation Events:
1.
2.
3.
4
The period between Program updates isdays.
The amount to be withheld for late submission of an updated Program is

The proportion of payments retained is 10 percent (%) of Interim Payment
Certificate. The Price Adjustment Clause <b>SHALL</b> apply.
The liquidated damages for the whole of the Works is Kshs.5,000.00 (per day)
The Performance Security shall be for the following minimum amounts equivalent as a percentage of the Contract Price <b>5 percent</b> (%)
The Completion Period for the Works is 130 Weeks
The rate of exchange for calculation of foreign currency payments is
The schedule of basic rates used in pricing by the Contractor is as attached [Contractor to attach].
Advance Payment SHALL NOT be granted.

### SECTION V – SPECIFICATIONS

#### **GENERAL SPECIFICATION**

The works under this contract shall be carried out in accordance with Ministry of Works General Specification 1976 Edition or as qualified or amended.

<u>Manufacturers' Name</u> and references are given as a guide to quality. Alternative manufacture of equal quality will be accepted at the discretion of the PROJECT MANAGER.

#### **EXCAVATION**

Prices are to include for excavating in all materials met with except Rock as specified. Prices are also to include for planking and strutting, and for destroying all white ants nests and keeping excavations free from water.

#### INSECTICIDE TREATMENT

Treating surface of hardcore with approved insecticide shall include execution by any reputable supplier/manufacturer who shall give a ten year guarantee to the Employer.

#### **CONCRETE WORK**

#### Test Cubes

Allowance must be included in the tender for the preparation of concrete test cubes as required by the Engineer.

#### **Precast Concrete Works**

Prices are to include for handling reinforcement, and for bedding in cement mortar.

#### **WALLING**

#### Concrete Blocks

All concrete walling blocks are to be in metric sizes and to the specified quantities.

Wall reinforcement shall be hoop iron, one layer per 90mm thickness, and placed in the bed joint of alternate courses.

#### Samples

Prices are to include for packing and sending sample blocks to the approved Testing Laboratory.

#### **ROOFING**

All roof materials shall be as specified in the Bills of Quantities, and laid in accordance with the manufacturer's instructions.

#### **CARPENTRY AND JOINERY**

#### Cypress 2 4 1

The grading rules for cypress shall be the same as those for podocarpus.

#### **Laminated Plastic Sheeting**

Shall be fixed with an approved waterproof adhesive.

#### **Prices of Joinery**

Shall include for pencil rounded arises; for protection against damage and for bedding frames and cills in cement mortar.

<u>Plugged</u> shall mean drilling walling or concrete with a drill and filling with roprietary plugs of the correct size

#### **IRONMONGERY**

Shall be as specified in the Bills of Quantities, or equal and approved.

Prices must include for removing and re-fixing during and after painting, for labeling all keys, and for fixing with matching screws.

#### **METALWORK**

#### Generally

All steelwork shall be cleaned free from rust and primed one coat or red lead primer before being delivered to the site.

#### Prices for Metal Windows

To include for assembling parts, bedding and pointing in mastic, building in fixing lugs, and plugging as necessary.

#### PLASTERWORK AND OTHER FINISHES

#### Generally

All plaster work and paying to be as described in the Specification and in the Bills of Quantities.

#### **Paving**

Prices are to include for brushing concrete clean, wetting and coating with cement and sand grout (1:1).

#### **GLAZING**

#### Polished Plate Glass

Shall be general Glazing Quality.

#### Prime Rebates

Prices are to include for priming rebates before placing putty.

#### **Broken or Scratched Glass**

The contractor will be responsible at his own cost, for replacing any broken or scatched glass and handing over in perfect condition.

#### **PAINTING**

#### Generally

Note that the General Contractor is to provide scaffolding/or hoisting crane for all trades including painting.

#### Paint Category

Painting shall be applied in accordance with the manufacturer's instructions and to the required coats.

#### Prices

Prices are to include for all preparatory work, priming coats and for protecting other works and for cleaning up on completion. Prices for painting on galvanized metal are to include for mordant solution as necessary.

#### PLUMBING AND ENGINEERING INSTALLATION INCLUDING SOLAR PANELS

#### Generally

All work shall be executed by an approved specialist and the General Contractor shall first obtain written approval from the Architect before engaging the specialist.

#### Description

The sizes given are the internal diameter. The words 'pipe' and 'tube' are synonymous.

#### **Prices of Sanitary Fittings**

To include for assembling and jointing parts, plugging as necessary, and all joints to services and wastes or soil pipes.

#### **ROADS AND CAR PARKS**

All work must be supervised by an experienced Road Engineer or Foreman.

#### **DEMOLITIONS AND ALTERATIONS**

The tenderer shall allow for avoiding damage to existing property during demolitions and for making good any damages caused.

Materials arising from the demolitions shall be the property of the contractor unless otherwise described. The contractor is to allow for all temporary protection required during the works including ordinary and special dust screens, hoardings, barriers, warning signs etc. to protect workers employed upon the site and the public. Any damage or loss incurred due to the insufficiency of such protection must be made good by the contractor.

All protective devices are to be removed on completion of the work and any necessary making good consequent upon this is to be executed to the satisfaction of the Architect.

The works shall be propped, strutted and supported as necessary before any alteration or demolition work commences.

Prices shall include for all clearing and preparatory work to the structure and finishes on completion whether or not specifically described.

Unless described as being set aside for reuse, all materials arising from the demolitions shall be carefully removed from the existing building and carted away from site. The cost of removing such materials from site shall be included in the rates for demolitions items.

The contractor shall be entirely responsible for any breakage or damage which may occur to the materials required for re-use during their removal unless it is certified by the Architect that such damage or breakage was inevitable as a result of the condition of the item concerned.

All rates for items of blocking up openings and extension of structures in concrete, masonry or concrete block work shall include for exposing reinforcement for laps, toothing blockwork, pinning and wedging to existing soffits as appropriate.

New finishes applied to existing surfaces shall in all areas include for cleaning, levelling, and other preparatory work and all additional thicknessing out and dubbing to make up irregularities exposed by the demolitions.

The works shall be executed in such order and sequence as the Architect may direct and as little disturbance and inconvenience as possible shall be caused to the normal functioning of adjacent property including departments and areas still in use by the employer's staff and the public.

No demolitions shall be commenced without express instructions of the Architect

## **SECTION VI - DRAWINGS**

## **DRAWINGS**

See annexed set of Architectural and Structural Drawings

#### **SECTION VII - BILL OF QUANTITIES**

#### **Preamble to Bills of Quantities**

- (i) The objective of these Bills of Quantities is to provide sufficient information on the quantities of Works to be performed to enable tenders to be prepared efficiently and accurately; and when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.
- (ii) The Tenderer shall complete all the BQ unit rates schedules. The BQ unit rates schedule shall be read in conjunction with the specifications and the drawings.
- (iii) The total prices in the main summary of price schedules shall be deemed to include all obligations under the Contract including and not limited to supply of materials equipment, apparatus, fittings, spares, tools, insurance, delivery to site, storage, installation, testing and commissioning in accordance with this specification.
- (iv) Any prices omitted from any section or part of price schedule shall be deemed to have been included in another item, section or part.
- (v) All prices shall be duty paid and shall also be inclusive of all taxes current at the time of tendering.
- (vi) Where client wishes to supply some items of work the contractor will be required to quote for labor rate for fixing the item
- (vii) Tenderers should as much as possible ascertain the correctness of the measurements given by visiting the site. All the rates or tender sum shall cover for all the costs necessary for the functional execution and completion of the works.
- (viii) Tenderers should include in the rates all costs necessary for the execution of the works including but not limited to Insurance, Security, and Statutory Obligations among others.
- (ix) Tenderers should familiarize themselves with the conditions relating to working in hazardous areas, the Safety Permit system, and requirement for adherence to existing Safety Regulations of Government of Kenya.
- (f) Payment shall be made periodically for works executed and re-measured. There shall be no Advance Payments for this contract.

## SECTION VII: BILLS OF QUANTITIES

## **BILL NO. 1: PARTICULAR PRELIMINARIES**

1	EMPLOYER		
	The Employer is the Principal Secretary, State Department for Vocational & Technical		
	Training P. O. Box 9583 – 00200, Nairobi – Kenya represented by		
	B.O.G, Kisii National Polytechnic P. O. Box 222 - 40200, Kisii - Kenya		
	The term "Employer" and "Government" wherever used in the contract document shall be synonymous.		
2	PROJECT MANAGER		
	The term "PM" wherever used in these Bills of Quantities shall be deemed to imply the project Manager as defined in Condition 1 of the Conditions of Contract or such person or persons as may be duly authorised to represent him on behalf of the Government.		
3	ARCHITECT		
	The term "Architect" shall be deemed to mean "The P.M " as defined above whose address unless otherwise notified is the State Department for Public Works, Regional Works Office - Kisumu, P. O. Box 821-40100, Kisumu.		
4	QUANTITY SURVEYOR		
	The term "Quantity Surveyor" shall be deemed to mean "The P.M " as defined above whose address unless otherwise notified is State Department for Public Works, Regional Works Office-Kisumu, P. O. Box 821-40100, Kisumu.		
5	ELECTRICAL ENGINEER		
	The term "Electrical Engineer" shall be deemed to mean "The P.M" as defined above whose address unless otherwise notified is State Department for Public Works, Regional Works Office-Kisumu, P. O. Box 821-40100, Kisumu.		
6	MECHANICAL ENGINEER		
	The term "Mechanical Engineer" shall be deemed to mean "The P.M" as defined above whose address unless otherwise notified is State Department for Public Works, Regional Works Office - Kisumu, P. O. Box 821-40100, Kisumu.		

7	STRUCTURAL ENGINEER		
	The term "Structural Engineer" shall be deemed to mean "The P.M" as defined above whose address unless otherwise notified is State Department for Public Works, Regional Works Office-Kisumu, P. O. Box 821-40100, Kisumu.		
8	NOTE-:RESPONSIBILITY		
	The responsibility for the details, designs and performance of the building is to be borne by the contractor. All designs, details and specifications shall be approved by the Project Manager before they can be used.		
9	PRICING ITEMS OF PRELIMINARIES		
	Prices <b>SHALL BE INSERTED</b> against items of "preliminaries" in the tenderer's priced Bills of Quantities. The contractor is advised to read and understand all preliminary items.		
10	SCOPE OF CONTRACT		
	The works to be carried out comprise proposed tuition block complex at Kisii National Polytechnic.		
11	MEASUREMENTS		
	In the event of any discrepancies arising between the Bills of Quantities and the actual works, the site measurements shall generally take precedence. However, such discrepancies between any contract documents shall immediately be referred to the PROJECT MANAGER in accordance with Clause 22 of the Conditions of Contract. The discrepancies shall then be treated as a variation and be dealt with in accordance with Clause 22 of the said Conditions.		
12	LOCATION OF SITE		
	The sites of the proposed works is <b>Located within KISII TOWN</b>		
13	SIGNING OF THE TENDER DOCUMENTS		
	The bidder shall append his / her signature and / or company's rubberstamp on each and every page of tender document.		

ITEM	DESCRIPTION	KSHS
14	DEMOLITIONS AND ALTERATIONS	
	The Contractor is to allow for all temporary protection required during the works including ordinary and special dust screens, hoardings, barriers, warning signs, etc as directed by the Project Manager and as necessary for the adequate propping and protection of existing property, finishes, workmen employed on the site, employer's agents and the public. Any damage or loss incurred due to the insufficiency of such protection must be made good by the Contractor. All protective devices are to be removed on completion of the works and any necessary making good consequent upon this is to be executed to the satisfaction of the Project Manager	
	The works shall be propped, strutted and supported as necessary before any alteration or demolition work commences. Prices shall include for all cleaning and preparatory work to structure and finishes and for making good to all finishes on completion whether or not specifically described.	
	Unless described as set aside for re-use all arising debris and surplus materials shall be carefully removed from building and carted away from site.	
	The Contractor shall be entirely responsible for any breakage or damage which may occur to materials required for re-use during their removal unless it is certified by the Project Manager that such damage or breakage was inevitable as a result of the condition of the item concerned	
	TOTAL C/F TO NEXT PAGE	

ITEM	DESCRIPTION	AMOUNT (KSHS)
	TOTAL B/F FROM PREVIOUS PAGE	
15	CLEARING AWAY	
	The Contractor shall remove all temporary works, rubbish, debris and surplus materials from the site as they accumulate and upon completion of the works, remove and clear away all plant, equipment, rubbish, unused materials and stains and leave in a clean and tidy state to the reasonable satisfaction of the Project Manager. The whole of the works shall be delivered up clean, complete and in perfect condition in every respect to the satisfaction of the Project Manager.	
16	CLAIMS	
	It shall be a condition of this contract that upon it becoming reasonably apparent to the Contractor that he has incurred losses and / or expenses due to any of the contract conditions, or by any other reason whatsoever, he shall present such a claim or intent to claim notice to the PROJECT MANAGER within the contract period. No claim shall be entertained upon the expiry of the said contact period.	
17	PAYMENTS	
	The tenderer's attention is drawn to the fact that the GOVERNMENT DOES NOT MAKE ADVANCE PAYMENTS but pays for work done and materials delivered to site: all in accordance with Clause 23 of the Conditions of Contract Agreement. In order to facilitate this, a list of the general component elements for the works is given at the summary page of these specifications and the tenderer is requested to break down his tender sum commensurate to the said elements.	
	TOTAL C/F TO NEXT PAGE	

ITEM	DESCRIPTION	AMOUNT (KSHS)
	TOTAL B/F FROM PREVIOUS PAGE	
18	PREVENTION OF ACCIDENT, DAMAGE OR LOSS	
	The Contractor is notified that these works are to be carried out on a restricted site where the client is going on with other normal activities. The Contractor is thus instructed to take reasonable care in the execution of the works as to prevent accidents, damage or loss and disruption of activities being carried out by the Client. The Contractor shall allow in his rates any expense he deemed necessary by taking such care within the site.	
19	WORKING CONDITIONS	
	The Contractor shall allow in his rates for any interference that he may encounter in the course of the works for the Client may in some cases ask the Contractor not to proceed with the works until some activities within the site are completed, as the facility will be operating as usual during the course of the contract.	
20	SIGNBOARD	
	Allow for providing, erecting, maintaining throughout the course of the Contract and afterwards clearing away a signboard as designed, specified and approved by the Project Manager.	
21	LABOUR CAMPS	
	The Contractor shall not be allowed to house labour on site. Allow for transporting workers to and from the site during the tenure of the contract.	
	TOTAL C/F TO NEXT PAGE	

ITEM	DESCRIPTION	AMOUNT KSHS
	TOTAL B/F FROM PREVIOUS PAGE	
22	MATERIALS FROM DEMOLITIONS	
	Any materials arising from demolitions and not re-used shall become the property of the client. The Contractor shall allow in his rates the cost of disposing the demolished materials as directed.	
23	PRICING RATES	
	The tenderer shall include for all costs in executing the whole of the works, including transport, replacing damaged items, fixing, all to comply with the said Conditions of Contract.	
24	SECURITY	
	The Contractor shall allow for providing adequate security for the works and the workers in the course of execution of this contract. No claim will be entertained from the Contractor for not maintaining adequate security for both the works and workers.	
25	URGENCY OF THE WORKS	
	The Contractor is notified that these "works are urgent" and should be completed within the period stated in these Particular Preliminaries.	
	The Contractor shall allow in his rates for any costs he/ she deems that he/she may incur by having to complete these works within the stipulated contract period.	
26	PAYMENT FOR MATERIALS ON SITE	
20	All materials for incorporation in the works must be stored on site before payment is effected, unless specifically exempted by the Project Manager. This is to include materials of the Contractor, nominated sub-Contractors and nominated suppliers.	
	TOTAL C/F TO NEXT PAGE	

TOTAL B/F FROM PREVIOUS PAGE EXISTING SERVICES	
EXISTING SERVICES	
Prior to the commencement of any work, the Contractor is to ascertain from the relevant authority the exact position, depth and level of all existing services in the area and he/she shall make whatever provisions may be required by the authorities concerned for the support, maintenance and protection of such services.	
TENDER DOCUMENTS	
Tender documents are as listed in Clause 2.1 of the Instruction to Tenderer's Page STD/9	
CONTRACT COMPLETION PERIOD	
The contract completion period in accordance with condition 31 of the Conditions of contract must be adhered to.	
The 'PROJECT MANAGER' shall strictly monitor the Contractors progress in relation to the progress chart and should it be found necessary the 'PROJECT MANAGER' shall inform the Contractor in writing that his actual performance on site is not satisfactory. In all such cases the Contractor shall accelerate his rate of performance production and progress by all means such as additional labour, plant, e.t.c and working overtime all at his cost.	
PERFORMANCE BOND	
A bond of 5% of the contract sum will be required in accordance with clause 6.00 (as amended) on award of contract of the Instructions to Tenderer's. No payment on account for the works executed will be made to the contractor until he has submitted the Performance Bond to the Project Manager duly signed, sealed and stamped from an approved Bank.	
TOTAL C/F TO NEXT PAGE	
	ascertain from the relevant authority the exact position, depth and level of all existing services in the area and he/she shall make whatever provisions may be required by the authorities concerned for the support, maintenance and protection of such services.  TENDER DOCUMENTS  Tender documents are as listed in Clause 2.1 of the Instruction to Tenderer's Page STD/9  CONTRACT COMPLETION PERIOD  The contract completion period in accordance with condition 31 of the Conditions of contract must be adhered to.  The 'PROJECT MANAGER' shall strictly monitor the Contractors progress in relation to the progress chart and should it be found necessary the 'PROJECT MANAGER' shall inform the Contractor in writing that his actual performance on site is not satisfactory. In all such cases the Contractor shall accelerate his rate of performance production and progress by all means such as additional labour, plant, e.t.c and working overtime all at his cost.  PERFORMANCE BOND  A bond of 5% of the contract sum will be required in accordance with clause 6.00 (as amended) on award of contract of the Instructions to Tenderer's. No payment on account for the works executed will be made to the contractor until he has submitted the Performance Bond to the Project Manager duly signed, sealed and stamped from an approved Bank.

ITEM	DESCRIPTION	AMOUNT (KSHS)
	TOTAL B/F FROM PREVIOUS PAGE	
31	DELIVERY OF TENDER	
	Tenders and all documents in connection therewith, as specified above must be delivered in the addressed envelope which should be properly sealed and deposited at the offices as specified in the letter accompanying these documents or as indicated in the advertisement.	
	Tenders will be opened at the time specified in the letter accompanying these Tender Documents or as indicated in the advertisement. Tenders delivered/received later than the above time will not be opened.	
32	VALUE ADDED TAX	
	The Contractor's attention is drawn to the Legal Notice in the Finance Act part 3 Section 21(b) operative from 1 <sup>st</sup> September, 1993 which requires payment of VAT on all contracts. The Contractor should therefore include allowance in his rates and prices for prices for VAT and any other Government taxes currently in force.	
	The tenderer is advised that in accordance with Government public notice No. 35 & 36 Dated 11 <sup>th</sup> September 2003 operational from 1 <sup>st</sup> October 2003, VAT will be deducted against the contract sum at the prevailing rate by the Employer and remitted directly to the Commissioner of VAT through all interim certificates. It should however be noted that this is not additional tax but a new mode of payment for VAT, any excess payment will be refundable once the Contractor has submitted monthly returns to the Commissioner of VAT who will do the refunds when satisfied that the VAT regulations have been complied with.	
	<b>NB</b> : The Contractor should therefore include the tax within the rates.	
	TOTAL C/F TO NEXT PAGE	

ITEM	DESCRIPTION	AMOUNT (KSHS)
	TOTAL B/F FROM PREVIOUS PAGE	
33	EXISTING BUILDING MATERIALS	
	NOTE: Any materials found usable for the works shall be given to the Contractor on credit with the approval of the Client	
34	PROJECT MANAGER'S EXPENSES	
34.1	a) Provide a provisional sum of Kenya Shillings Five hundred thousand (Kshs.500,000) only for <b>Clerk of Works</b> expenses.	500,000.00
	b) Allow for Contractor's profit and overheads on Item 34.1 (a) above (%)	
34.2	a) Provide a provisional sum of Kenya Shillings Three Million five hundred (Kshs. 3,500,000) for Project Manager's team subsistence allowance for the entire project duration	3,500,000.00
	b) Allow for Contractor's profit and overheads on Item 34.2 (a) above (%)	
34.3	a) Provide a sum of Kenya Shillings Five hundred thousand (KShs 500,000.00) only for PM's office stationery, equipment and airtime	500,000.00
	b) Allow for Contractor's profit and overheads on Item 34.3 (a) above (%)	
34.4	a) Allow for transport for at least Six (6No) officers to and from site preferably with a Nissan Microbus. Transport to be provided as and when instructed by the project Manager for the duration of the contract for a maximum of 75 round trips @ Kshs per trip	

ITEM		AMOUNT (KSHS)
	TOTAL B/F FROM PREVIOUS PAGE	
35	PARTICULARS OF INSERTIONS TO BE MADE IN APPENDIX TO CONTRACT AGREEMENT	
	The following are the insertions to be made in the appendix to the Contract Agreement: -	
	Period of Final Measurement 3 Months From Practical completion	
	Defects Liability Period 6 Months from Practical completion	
	Date for Possession         To be agreed with the Project Manager	
	Date for Completion        as per agreement.	
	<b>Liquidated and Ascertained</b> At the rate of KShs 20,000 per week or part thereof:	
	Prime cost sums for which	
	The Contractor desires to tender	
	Period of Interim Certificates Monthly	
	Period of Honouring Certificates 30 days	
	Percentage of Certified Value Retained 10%	
	Limit of Retention Fund 5%	
	TOTAL FOR PARTICULAR PRELIMINARIES C/F TO GRAND SUMMARY PAGE	

## **BILL NO.2: GENERAL PRELIMINARIES**

ITEM	DESCRIPTION	AMOUNT (KSHS)
	GENERAL PRELIMINARIES	
1	PRICING OF ITEMS OF PRELIMINARIES AND PREAMBLES	
	Prices will be inserted against items of Preliminaries in the Contractor's priced	
	Bills of Quantities and Specification.	
	The Contractor shall be deemed to have included in his prices or rates for the various items in the Bills of Quantities or Specification for all costs involved in complying with all the requirements for the proper execution of the whole of the works in the Contract.	
2	ABBREVIATIONS Throughout these Bills, units of measurement and terms are	
	Throughout these Bills, units of measurement and terms are abbreviated and shall be interpreted as follows:-	
	C.M. Shall mean cubic metre	
	C.M. Cl11	
	S.M. Shall mean square metre  L.M. Shall mean linear metre	
	L.W. Shan mean mete	
	MM Shall mean Millimeter	
	Kg. Shall mean Kilogram	
	No. Shall mean Number	
	Prs. Shall mean Pairs	
	<b>B.S.</b> Shall mean the British Standard Specification Published by the British Standards Institution, 2 Park Street, London W.I., England.	
	TOTAL C/F TO NEXT PAGE	

ITEM	DESCRIPTION		AMOUNT (KSHS)
	TOTAL B/F FROM PREVIOUS	PAGE	
	<b>Ditto</b> Shall mean to description qualified in the descript except as	he whole of the preceding ion in which it occurs.	
	m.s. Shall mean n	neasured separately.	
	a.b.d Shall mean a	s before described.	
3	EXCEPTION TO THE STANDA MEASUREMENT	ARD METHOD OF	
	Attendance; Clause B19(a) of the Measurement is deleted and the following		
	Attendance on nominated Sub-Conitem in each case shall be deemed to standing scaffolding, mess rooms, swelfare facilities; provision of specinecessary; providing space for offic storage of plant and materials; providing work: clearing away rubbish; thoisting: providing electric power aduct covers, pipe casings and the lile execution and testing of Sub-Contresponsible for the accuracy of the standard providing electric power and the standard provides the standard provide	o include: allowing use of sanitary accommodation and ial scaffolding where se accommodation and for iding light and water for unloading checking and and removing and replacing se necessary for the ractors' work and being	
	"Fix Only: shall mean take delivery (Unless otherwise stated), pay all detransport to site where necessary, unassemble as necessary, distribute to	emurrage charges, load and nload, store, unpack,	
	TOTAL C/F TO NEXT PAGE		

ITEM	DESCRIPTION	AMOUNT (KSHS)
	TOTAL B/F FROM PREVIOUS PAGE	
4	FORM OF CONTRACT	
	The Form of Contract shall be as stipulated in the Republic of Kenya's Standard Tender Document for Procurement of Building Works (2006 Edition) included herein The Conditions of Contract are also included herein	
	Conditions of Contract	
	These are numbered from 1 to 37 as set out in pages 18 to 37 of these tender documents. Particulars of insertions to be made in the Appendix to the Contract Agreement will be found in the Particular Preliminaries part of these Bills of Quantities	
5	PLANT, TOOLS AND VEHICLES	
	Allow for providing all scaffolding, plant, tools and vehicles required for the works except in so far as may be stated otherwise herein and except for such items specifically and only required for the use of nominated Sub-Contractors as described herein. No timber used for scaffolding, formwork or temporary works of any kind shall be used afterwards in the permanent work.	
6	TRANSPORT.	
	Allow for transport of workmen, materials, etc., to and from the site at such hours and by such routes as may be permitted by the competent authorities.	
	TOTAL C/F TO NEXT PAGE	

ITEM	DESCRIPTION	AMOUNT (KSHS)
	TOTAL B/F FROM PREVIOUS PAGE	
7	MATERIALS AND WORKMANSHIP.	
	All materials and workmanship used in the execution of the work shall be of the best quality and description unless otherwise stated. The Contractor shall order all materials to be obtained from overseas immediately after the Contract is signed and shall also order materials to be obtained from local sources as early as necessary to ensure that they are onsite when required for use in the works. The Bills of Quantities shall not be used for the purpose of ordering materials.	
8	SIGN FOR MATERIALS SUPPLIED.	
	The Contractor will be required to sign a receipt for all articles and materials supplied by the PROJECT MANAGER at the time of taking deliver thereof, as having received them in good order and condition, and will thereafter be responsible for any loss or damage and for replacements of any such loss or damage with articles and/or materials which will be supplied by the PROJECT MANAGER at the current market prices including Customs Duty and V.A.T., all at the Contractor's own cost and expense, to the satisfaction of the PROJECT MANAGER.	
9	STORAGE OF MATERIALS	
	The Contractor shall provide at his own risk and cost where directed on the site weather proof lock-up sheds and make good damaged or disturbed surfaces upon completion to the satisfaction of the PROJECT MANAGER Nominated Sub-Contractors are to be made liable for the cost of any storage accommodation provided especially for their use.	
	TOTAL C/F TO NEXT PAGE	

ITEM	DESCRIPTION	AMOUNT (KSHS)
	TOTAL B/F FROM PREVIOUS PAGE	
10	SAMPLES	
	The Contractor shall furnish at his own cost any samples of materials or workmanship including concrete test cubes required for the works that may be called for by the PROJECT MANAGER for his approval until such samples are approved by the PROJECT MANAGER and the PROJECT MANAGER, may reject any materials or workmanship not in his opinion to be up to approved samples. The PROJECT MANAGER shall arrange for the testing of such materials as he may at his discretion deem desirable, but the testing shall be made at the expense of the Contractor and not at the expense of the PROJECT MANAGER. The Contractor shall pay for the testing in accordance with the current scale of testing charges laid down by the Ministry of Public Works. The procedure for submitting samples of materials for testing and the method of marking for identification shall be as laid down by the PROJECT MANAGER The Contractor shall allow in his tender for such samples and tests except those in	
	connection with nominated sub-contractors' work.  GOVERNMENT ACTS REGARDING WORK, PEOPLE	
11	ETC.	
	Allow for complying with all Government Acts, Orders and Regulations in connection with the employment of Labour and other matters related to the execution of the works. n particular the Contractor's attention is drawn to the provisions of the Factory Act I 1950 and his tender must include for all costs arising or resulting from compliance with any Act, Order or Regulation relating to Insurances, pensions and holidays for workpeople or so the safety, health and welfare of the workpeople. The Contractor must make himself fully acquainted with current Acts and Regulations, including Police Regulations regarding the movement, housing, security and control of labour, labour camps, passes for transport, etc. It is most important that the Contractor, before tendering, shall obtain from the relevant Authority the fullest information regarding all such regulations and/or restrictions which may affect the organisation of the works, supply and control of labour, etc., and allow accordingly in his tender. No claim in respect of want of knowledge in this connection will be entertained.	
	TOTAL C/F TO NEXT PAGE	

ITEM	DESCRIPTION	AMOUNT (KSHS)
	TOTAL B/F FROM PREVIOUS PAGE	
12	SECURITY OF WORKS ETC.	
	The Contractor shall be entirely responsible for the security of all the works stores, materials, plant, personnel, etc., both his own and sub-contractors' and must provide all necessary watching, lighting and other precautions as necessary to ensure security against theft, loss or damage and the protection of the public.	
13	PUBLIC AND PRIVATE ROADS.	
	Maintain as required throughout the execution of the works and make good any damage to public or private roads arising from or consequent upon the execution of the works to the satisfaction of the local and other competent authority and the PROJECT MANAGER.	
14	EXISTING PROPERTY.	
	The Contractor shall take every precaution to avoid damage to all existing property including roads, cables, drains and other services and he will be held responsible for and shall make good all such damage arising from the execution of this contract at his own expense to the satisfaction of the PROJECT MANAGER.	
15	VISIT SITE AND EXAMINE DRAWINGS.	
	The Contractor is recommended to examine the drawings and visit the site the location of which is described in the Particular Preliminaries hereof. He shall be deemed to have acquainted himself therewith as to its nature, position, means of access or any other matter which, may affect his tender. No claim arising from his failure to comply with this recommendation will be considered.	
	TOTAL C/F TO NEXT PAGE	

ITEM	DESCRIPTION	AMOUNT (KSHS)
	TOTAL B/F FROM PREVIOUS PAGE	
16	ACCESS TO SITE AND TEMPORARY ROADS.  Means of access to the Site shall be agreed with the PROJECT MANAGER prior to commencement of the work and Contractor must allow for building any necessary temporary access roads for the transport of the materials, plant and workmen as may be required for the complete execution of the works including the provision of temporary culverts, crossings, bridges, or any other means of gaining access to the Site. Upon completion of the works, the Contractor shall remove such temporary access roads; temporary culverts, bridges, etc., and make good and reinstate all works and surfaces disturbed to the satisfaction of the PROJECT MANAGER.	
17	AREA TO BE OCCUPIED BY THE CONTRACTOR	
18	The area of the site which may be occupied by the Contractor for use of storage and for the purpose of erecting workshops, etc., shall be defined on site by the PROJECT MANAGER.  OFFICE ETC. FOR THE PROJECT MANAGER	
	The Contractor shall provide, erect and maintain where directed on site and afterwards dismantle the site office of the standard type, complete with furniture. He shall also provide a strong metal trunk complete with strong hasp and staple fastening and two keys. He shall provide, erect and maintain a lock-up type water or bucket closet for the sole use of the PROJECT MANAGER including making temporary connections to the drain where applicable to the satisfaction of Government and Medical Officer of Health and shall provide services of cleaner and pay all conservancy charges and keep both office and closet in a clean and sanitary condition from commencement to the completion of the works and dismantle and make good disturbed surfaces.  The office and closet shall be completed before the Contractor is permitted to commence the works. The Contractor shall make available on the Site as and when required by the "PROJECT MANAGER" a modern and accurate level together with leveling staff, ranging rods and 50 meter metallic or linen tape.	

ITEM	DESCRIPTION	AMOUNT KSHS
	TOTAL B/F FROM PREVIOUS PAGE	
19	WATER AND ELECTRICITY SUPPLY FOR THE WORKS	
	The Contractor shall provide at his own risk and cost all necessary water, electric light and power required for use in the works. The Contractor must make his own arrangements for connection to the nearest suitable water main and for metering the water used. He must also provide temporary tanks and meters as required at his own cost and clear away when no longer required and make good on completion to the entire satisfaction of the PROJECT MANAGER. The Contractor shall pay all charges in connection herewith. No guarantee is given or implied that sufficient water will be available from mains and the Contractor must make his own arrangements for augmenting this supply at his own cost. Nominated Subcontractors are to be made liable for the cost of any water or electric current used and for any installation provided especially for their own use.	
20	SANITATION OF THE WORKS	
	The Sanitation of the works shall be arranged and maintained by the Contractor to the satisfaction of the Government and/or Local Authorities, Labour Department and the PROJECT MANAGER.	
21	SUPERVISION AND WORKING HOURS	
	The works shall be executed under the direction and to the entire satisfaction in all respects of the PROJECT MANAGER who shall at all times during normal working hours have access to the works and to the yards and workshops of the Contractor and sub-Contractors or other places where work is being prepared for the contract.	
22	PROVISIONAL SUMS.	
	The term "Provisional Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7(i) of the Standard Method of Measurement mentioned in Condition No. 16 of the conditions of Contract. Such sums are net and no addition shall be made to them for profit.	
	TOTAL C/F TO NEXT PAGE	

ITEM	DESCRIPTION	AMOUNT (KSHS)
	TOTAL B/F FROM PREVIOUS PAGE	
23	PRIME COST (OR P.C.) SUMS.	
	The term "Prime Cost Sum" or "P.C. Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7 (ii) of the Standard Method of Measurement mentioned in Condition No. 16 of the conditions of Contract. Persons or firms nominated by the PROJECT MANAGER to execute work or to provide and fix materials or goods as stated in Condition No. 20 of the Conditions of Contract are described herein as Nominated Sub-Contractors. Persons or firms so nominated to supply goods or materials are described herein as Nominated Suppliers.	
24	PROGRESS CHART.	
	The Contractor shall provide within two weeks of Possession of Site and in agreement with the PROJECT MANAGER a Progress Chart for the whole of the works including the works of Nominated Sub-Contractors; one copy to be handed to the PROJECT MANAGER and a further copy to be retained on Site. Progress to be recorded and chart to be amended as necessary as the work proceeds.	
25	ADJUSTMENT OF P.C. SUMS.	
	In the final account all P.C. Sums shall be deducted and the amount properly expended upon the PROJECT MANAGER'S order in respect of each of them added to the Contract sum. The Contractor shall produce to the PROJECT MANAGER such quotations, invoices or bills, properly receipted, as may be necessary to show the actual details of the sums paid by the Contractor. Items of profit upon P.C. Sums shall be adjusted in the final account pro-rata to the amount paid. Items of "attendance" (as previously described) following P.C. Sums shall be adjusted pro-rata to the physical extent of the work executed (not pro-rata to the amount paid) and this shall apply even though the Contractor's priced Bill shows a percentage in the rate column in respect of them. Should the Contractor be permitted to tender and his tender be accepted of any work for which a P.C. Sum is included in these Bill of Quantities profit and attendance will be allowed at the same rate as it would be if the work were executed by a Nominated Sub-Contractor.	
	TOTAL C/F TO NEXT PAGE	

ITEM	DESCRIPTION	AMOUNT (KSHS)
	TOTAL B/F FROM PREVIOUS PAGE	
26	NOMINATED SUB-CONTRACTORS	
	When any work is ordered by the PROJECT MANAGER to be executed by nominated sub-contractors, the Contractor shall enter into sub-contracts as described in Condition No. 20 of the Conditions of Contract and shall thereafter be responsible for such sub-contractors in every respect. Unless otherwise described the Contractor is to provide for such Sub-Contractors any or all of the facilities described in these Preliminaries. The Contractor should price for these with the nominated Sub-contract Contractor's work concerned in the P.C. Sums under the description "add for Attendance".	
27	DIRECT CONTRACTS	
	Notwithstanding the foregoing conditions, the Government reserves the right to place a "Direct Contract" for any goods or services required in the works which are covered by a P.C. Sum in the Bills of Quantities and to pay for the same direct. In any such instances, profit relative to the P.C. Sum the priced Bills of Quantities will be adjusted as described for P.C. Sums and allowed.	
28	ATTENDANCE UPON OTHER TRADESMEN, ETC.	
	The Contractor shall allow for the attendance of trade upon trade and shall afford any tradesmen or other persons employed for the execution of any work not included in this Contract every facility for carrying out their work and also for use of his ordinary scaffolding. The Contractor, however, shall not be required to erect any special scaffolding for them. The Contractor shall perform such cutting away for and making good after the work of such tradesmen or persons as may be ordered by the PROJECT MANAGER and the work will be measured and paid for to the extent executed at rates provided in these Bills.	
	TOTAL C/F TO NEXT PAGE	

ITEM	DESCRIPTION	AMOUNT (KSHS)
	TOTAL B/F FROM PREVIOUS PAGE	
29	INSURANCE	
	The Contractor shall insure as required in Conditions No 30 of the Conditions of Contract. No payment on account of the work executed will be made to the Contractor until he has satisfied the PROJECT MANAGER either by production of an Insurance Policy or and Insurance Certificate that the provision of the foregoing Insurance Clauses have been complied with in all respects. Thereafter the PROJECT MANAGER shall from time to time ascertain that premiums are duly paid up by the Contractor who shall if called upon to do so, produce the receipted premium renewals for the PROJECT MANAGER's inspection.	
30	BLASTING OPERATIONS	
	Blasting will only be allowed with the express permission of the PROJECT MANAGER in writing. All blasting operations shall be carried out at the Contractor's sole risk and cost in accordance with any Government regulations in force for the time being, and any special regulations laid down by the PROJECT MANAGER governing the use and storage of explosives.	
31	PROVISIONAL WORK	
	All work described as "Provisional" in these Bills of Quantities is subject to re-measurement in order to ascertain the actual quantity executed for which payment will be made. All "Provisional" and other work liable to adjustment under this Contract shall left uncovered for a reasonable time to allow all measurements needed for such adjustment to be taken by the PROJECT MANAGER Immediately the work is ready for measuring, the Contractor shall give notice to the PROJECT MANAGER. If the Contractor makes default in these respects he shall if the PROJECT MANAGER so directs uncover the work to enable all measurements to be taken and afterwards reinstate at his own expense.	
	TOTAL C/F TO NEXT PAGE	

ITEM	DESCRIPTION	AMOUNT (KSHS)
	TOTAL B/F FROM PREVIOUS PAGE	
32	ALTERATIONS TO BILLS, PRICING, ETC.	
	Any unauthorised alteration or qualification made to the text of the Bills of Quantities may cause the Tender to be disqualified and will in any case be ignored. The Contractor shall be deemed to have made allowance in his prices generally to cover any items against which no price has been inserted in the priced Bills of Quantities. All items of measured work shall be priced in detail and the Tenders containing Lump Sums to cover trades or groups of work must be broken down to show the price of each item before they will be accepted.	
33	PROTECTION OF THE WORKS.	
	Provide protection of the whole of the works contained in the Bills of Quantities, including casing, casing up, covering or such other means as may be necessary to avoid damage to the satisfaction of the PROJECT MANAGER and remove such protection when no longer required and make good any damage which may nevertheless have been done at completion free of cost to the Government.	
34	MATERIALS ARISING FROM EXCAVATIONS	
	Materials of any kind obtained from the excavations shall be the property of the Government. Unless the PROJECT MANAGER directs otherwise such materials shall be dealt with as provided in the Contract. Such materials shall only be used in the works, in substitution of materials which the Contractor would otherwise have had to supply with the written permission of the PROJECT MANAGER Should such permission be given, the Contractor shall make due allowance for the value of the materials so used at a price to be agreed.	
	TOTAL C/F TO NEXT PAGE	

ITEM	DESCRIPTION	AMOUNT (KSHS)	
	TOTAL C/F TO NEXT PAGE		
35	WORKS TO BE DELIVERED UP CLEAN		
	Clean and flush all gutters, rainwater and waste pipes, manholes and drains, wash (except where such treatment might cause damage) and clean all floors, sanitary fittings, glass inside and outside and any other parts of the works and remove all marks, blemishes, stains and defects from joinery, fittings and decorated surfaces generally, polish door furniture and bright parts of metalwork and leave the whole of the buildings watertight, clean, perfect and fit for occupation to the approval of the PROJECT MANAGER.		
36	GENERAL SPECIFICATION.		
	For the full description of materials and workmanship, method of execution of the work and notes for pricing, the Contractor is referred to the Ministry of Roads and Public Works and Housing General Specification dated 1976 or any subsequent revision thereof which is issued as a separate document, and which shall be allowed in all respects unless it conflicts with the General Preliminaries, Trade Preambles or other items in these Bills of Quantities.		
37	TRAINING LEVY		
	The Contractor's attention is drawn to the legal notice which requires payment by the Contractor of a Training Levy at the rate of 1/4 % of the Contract sum on all contracts of more than KShs. 1,000,000.00 in value.		
38	MATERIALS ON SITE		
	All materials for incorporation in the works must be stored on or adjacent to the site before payment is effected unless specifically exempted by the PROJECT MANAGER. This includes the materials of the Main Contractor, Nominated Sub-Contractors and Nominated Suppliers.		
	TOTAL C/F TO NEXT PAGE		

ITEM	DESCRIPTION	AMOUNT (KSHS)
	TOTAL B/F FROM PREVIOUS PAGE	
39	HOARDING	
	The Contractor shall enclose the site or part of the works under construction with a hoarding 2400 mm high consisting of iron sheets on $100 \times 50$ mm timber posts firmly secured at $1800$ mm centres with two $75 \times 50$ mm timber rails. The Contractor is in addition required to take all precautions necessary for the safe custody of the works, materials, plant, public and Employer's property on the site.	
40	CONTRACTOR'S SUPERINTENDENCE/SITE AGENT	
	The Contractor shall constantly keep on the works a literate English speaking Agent or Representative, competent and experienced in the kind of work involved who shall give his whole experience in the kind of work involved and shall give his whole time to the superintendence of the works. Such Agent or Representative shall receive on behalf of the Contractor all directions and instructions from the Project Manager and such directions shall be deemed to have been given to the Contractor in accordance with the Conditions of Contract.	
	TOTAL FOR GENERAL PRELIMINARIES C/F TO GRAND SUMMARY PAGE	

### SECTION VIII – STANDARD FORM

- 1. Form of Invitation for Tenders
- 2. Form of Tender
- 3. Letter of Acceptance
- 4. Form of Agreement
- 5. Form of Tender Security
- 6. Performance Bank Guarantee
- 7. Bank Guarantee for Advance Payment
- 8. Qualification Information
- 9. Tender Questionnaire
- 10. Confidential Business Questionnaire
- 11. Statement of Foreign Currency Requirement
- 12. Details of Sub-Contractors
- 13. Ethics and Integrity Pact

## FORM OF INVITATION FOR TENDERS

[date]	
Dear Sirs:	
Reference:	[Contract Name]
You have been prequalified to tender	for the above project.
We hereby invite you and other prequ completion of the above Contract.	alified tenderers to submit a tender for the execution and
A complete set of tender documents m	nay be purchased by you from
[mailing addres	ss, cable/telex/facsimile numbers].
Upon payment of a non-refundable fee	e of Kshs
All tenders must be accompanied by_the form and amount specified in the t	number of copies of the same and a security in tendering documents, and must be delivered to
[address and lo	ocation]
	(time_and_date). Tenders will be opened immediately s' representatives who choose to attend.
Please confirm receipt of this letter im	amediately in writing by cable/facsimile or telex.
Yours faithfully,	
	Authorised Signature
	Name and Title

## FORM OF TENDER

TC	): 							[Date]
TI	ENDER NO.							
De	ear Sir,							
1.	execution of th	e above nar nedy any de S	ned Wo	orks, we, therein for the	he undersigned he sum of	gned offer to Kshs	construct, ins	ls of Quantities for the stall and complete such  [Amount in figures]
								[Amount in words]
2.		onably possinole of the	ible afte	er the rece	eipt of the	Project Man		to commence, and to ted in the Appendix to
3.								.6 of the Instructions to re the expiration of that
4.	Unless and until a acceptance thereof,						tender toge	ther with your written
5.	We understand that	you are not	bound t	to accept the	he lowest o	r any tender	you may recei	ve.
	Dated this			_day of	20			
	Signature		in	the capaci	ty of			
	duly auth	orised	to	sign	tenders	for [Name	and of	on behalf of Employer]
	of					[Address of E	[mployer]	
	Witness; Name	2						
	Ade	dress						
	Sign	nature						
	Date	e						

# LETTER OF ACCEPTANCE [letterhead paper of the Employer]

	[date]
To:	
[name of the Contractor]	
[address of the Contractor]	
Dear Sir,	
This is to notify you that your Tender dat	ed
for the execution of	
[name of the Contract and identification	n number,as given in the Tender documents] for the Contract
	[amount in figures][Kenya
	(amount in words) ] in accordance with the Instructions to
Tenderers is hereby accepted.	
, ,	n the execution of the said Works in accordance with the
Authorized Signature	
Name and Title of Signatory	
Attachment : Agreement	

## FORM OF AGREEMENT

THIS	AGRE	EMENT, made theday o	f20
betwe			05 1 1 000 1
situate			
(herei	nafter c	called "the Employer") of the one part AND	
			of[or whose registered office is
situate	ed at]	11 161 0 4 20 61 4	<u></u>
(herei	nafter c	called "the Contractor") of the other part.	
WHE	REAS 7	ΓΗΕ Employer is desirous that the Contractor	executes
(name	and ide	entification number of Contract ) (hereinafter	called "the Works") located
at		[Place/location of the	he Works] and the Employer has accepted the
tender	submit	tted by the Contractor for the execution and co	ompletion of such Works and the remedying
of any	defects	s therein for the Contract Price of Kshs	[Amount in
figure	s],Keny	ya Shillings	[Amount in words].
NOW	THIS A	AGREEMENT WITNESSETH as follows:	
1.		s Agreement, words and expressions shall have ned to them in the Conditions of Contract here	
2.		ollowing documents shall be deemed to form a	and shall be read and construed as part of this
	(i)	Letter of Acceptance	
	(ii)	Form of Tender	
	(iii)	Conditions of Contract Part I	
	(iv)	Conditions of Contract Part II and Appendix	to Conditions of Contract
	(v)	Specifications	
	(vi)	Drawings	
	(vii)	Priced Bills of Quantities	
		leration of the payments to be made by the d, the Contractor hereby covenants with the En	± •

and remedy any defects therein in conformity in all respects with the provisions of the Contract.

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

prescribed by the Contract.

first before written.	,
The common Seal of	_
Was hereunto affixed in the presence of	
Signed Sealed, and Delivered by the said	
Binding Signature of Employer	-
Binding Signature of Contractor	
In the presence of (i) Name	
Address	
Signature	
[ii] Name	
Address	
Signature	

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

## FORM OF TENDER SECURITY

WHER	REAS			(hereinafte	r called "	the Tende	erer") has submitted	l his
tender		ated			for	the	construction	of
		(name of <b>C</b>	Contract)		•••••			
called made t	"the Em	(hereinafter call aployer") in the s aid Employer, th	ed "the Bank"), aum of Kshs	are bound under the bound unde	nto for wassors and	hich payr assigns b	our registered offic (herein ment well and truly by these presents s 	nafter to be
THE C	CONDIT	TIONS of this ob	igation are:					
1.		tender opening ed in the instruct		ndraws his te	ender dur	ing the p	eriod of tender va	lidity
2.		enderer, having of tender validity		e acceptance	e of his to	ender by t	he Employer durin	g the
	(a) (b)	Tenderers, if rec	uired; or	_			with the Instruction	
	demand the Em	d, without the Enployer will note	mployer having to	substantiate aimed by hin	his dem	and, prov o him, ow	ceipt of his first wided that in his deving to the occurrent	mand
	_		_				after the period of the than the said date	
		[date[		[signature	e of the B	ank]		
		[witness]		[so	eal]			

## PERFORMANCE BANK GUARANTEE

To:(			(Date)	
Dear Sir,				
WHEREAS	(hereinafter dated	called "the C	contractor") te	has undertaken, in(hereinafter
AND WHEREAS it has been stipula with a Bank Guarantee by a recogn with his obligations in accordance wi	ised bank for the			<del>_</del>
AND WHEREAS we have agreed to	give the Contrac	tor 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 yo with the demand.	ur demanding the	e said debt from the	he Contracto	or before presenting us
We further agree that no change, ad Works to be performed thereunder or and the Contractor shall in any way waive notice of any change, addition	of any of the Corelease us from	ontract documents any liability und	which may	be made between you
This guarantee shall be valid until the	e date of issue of	the Certificate of	Completion	
SIGNATURE AND SEAL O	F THE GUARA	NTOR		_
Name of Bank				<u> </u>
Address				_
ъ.				

## BANK GUARANTEE FOR ADVANCE PAYMENT

To:	[name of Employer]	(Date)
	[address of Employer]	
Gentlemen,		
Ref:		[name of Contract]
In accordance with the pro	visions of the Conditions of Co	entract of the above-mentioned Contract,
We,	[name an	d Address of Contractor] (hereinafter
called "the Contractor") shall	deposit with	[name of Employer] a
		te under the said Contract in an amount of
Shillings	t of Guarantee [amoun	in figurers] Kenya
Simmigs		of Guarantee in words].
We,[	bank or financial institution],	as instructed by the Contractor, agree
unconditionally and irrevocab	oly to guarantee as primary obliga	tor and not as Surety merely, the payment
to	[name of Employer] on his	first demand without whatsoever right of
objection on our part and with	thout his first claim to the Cor	ntractor, in the amount not exceeding
Kshs	lamount of Guarante	ee in figures] Kenya Shillings
words such amount to be re	educed periodically by the amoun	[amount of Guarantee in ts recovered by you from the proceeds of
the Contract.	duced periodically by the amount	is recovered by you from the proceeds of
the Contract.		
We further agree that no char	nge or addition to or other modif	ication of the terms of the Contract or of
<u>=</u>	•	documents which may be made between
	_ , ,	ntractor, shall in any way release us from
•	rantee, and we hereby waive i	notice of any such change, addition or
modification.		
No drawing may be made by	von under this guarantee until wε	have received notice in writing from you
		en paid to the Contractor pursuant to the
Contract.		
•	alid and in full effect from the dat	e of the
advance payment under the C		of Fundament against full permant of
the same amount from the Co		e of Employer) receives full payment of
the same amount from the Co	mact.	
Yours faithfully,		
•		
g: , 1g 1		
Signature and Seal		
Name of the Bank or financia	l institution	
2 mile of the Built of Illiunolu		<del></del>
Address		

Date	
Witness:	Name:
	Address:
	Signature:
	Date

# **QUALIFICATION INFORMATION**

1.

Indivi	idual Tend	derers or Individua	al Members of Joint Ventu	ires			
1.1	Constitution or legal status of tenderer (attach copy or Incorporation Certificate); Place of registration:						
	Principal	place of business					
	Power of	attorney of signator	ry of tender				
1.2	Total ann	nual volume of cons	truction work performed in	the last five years			
Year			Volume				
		Currency	Value				
1.3	last five completion	years. Also list deta on date.	ontractor on works of a simi	committed, including			
Projec	t name	Name of clien and contact person	Type of work performed and year of completion	Value of Contract			
1.4	-	ems of Contractor's on requested below	Equipment proposed for ca	rrying out the Works.	List all		
	n of uipment	Description, Make and age (years)	Condition(new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)			
(ata	. )	_					

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

Po	sition	Name	Years of experience (general)	Years of experience in proposed position
Pro	oject Manager			
(et	c.)			
1.6	Financial reports for auditor's reports, etc	•		profit and loss statements,
1.7	Evidence of access	to financial reso	ources to meet the qua	alification requirements: cash in

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

hand, lines of credit, etc. List below and attach copies of supportive documents.

tatement of compliance with the requirements of Clause 1.2 of the Instruction	ons to
enderers.	

1.10 Proposed program (work method and schedule) for the whole of the Works.

#### 2 Joint Ventures

1.9

- 2.4 The information listed in 1.1 1.10 above shall be provided for each partner of the joint venture.
- 2.5 The information required in 1.11 above shall be provided for the joint venture.
- 2.6 Attach the power of attorney of the signatory(ies) of the tender authorizing signature of the tender on behalf of the joint venture

- 2.7 Attach the Agreement among all partners of the joint venture ( and which is legally binding on all partners), which shows that:
  - a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
  - b) one of the partners will be nominated as being in charge, authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture; and
  - c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

## **TENDER OUESTIONNAIRE**

	Please fill in block letters.	
1.	Full names of tenderer	
2.	Full address of tenderer to which tender coappointed below)	orrespondence is to be sent (unless an agent has been
3.	Telephone number (s) of tenderer	
4.	Telex address of tenderer	
5.	Name of tenderer's representative to be coperiod	ontacted on matters of the tender during the tender
6.	_ ` ` ` · · · · · · · · · · · · · · · ·	any) to receive tender notices. This is essential if the ess in Kenya (name, address, telephone, telex)
		Signature of Tenderer
	Make copy and deliver to:	(Name of Employer)

#### **CONFIDENTIAL BUSINESS QUESTIONNAIRE**

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

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

Part 1 – General
Business Name
Location of business premises; Country/Town
Plot No Street/Road
Postal Address Tel No
Nature of Business
Current Trade Licence No Expiring date
Maximum value of business which you can handle at any time: K. pound
Name of your bankers
Branch
Part 2 (a) – Sole Proprietor
Your name in full
Nationality Country of Origin
*Citizenship details
Part 2 (b) – Partnership
Give details of partners as follows:
Name in full Nationality Citizenship Details Shares
2
3
Private or public
•
State the nominal and issued capital of the Company-
Nominal Kshs

Issued	Kshs				
Give d	etails of all	directors as foll	ows:		
Name	infull .	Nationality.	Citizenship I	Details*. Shares.	
1.					
2.					
3.					
4.					
Part 2	(d) – Intere	est in the Firm:			
		n / persons in			r) who has interest in this
I certif	y that the in	nformation giver	n above is correc	t.	
 (Title)			nature)	(Date)	

• Attach proof of citizenship

## STATEMENT OF FOREIGN CURRENCY REQUIREMENTS

(See Clause 23] of the Conditions of Contract)

In the event of our Tender for the execution of
(name of Contract) being accepted, we would require in
accordance with Clause 21 of the Conditions of Contract, which is attached hereto, the following percentage:
(Figures)(Words)
of the Contract Sum, (Less Fluctuations) to be paid in foreign currency.
Currency in which foreign exchange element is required:
Date: The
Enter 0% (zero percent) if no payment will be made in foreign currency.
Maximum foreign currency requirement shall be(percent) of the Contract Sum, less Fluctuations.
(Signature of Tenderer)

#### **DETAILS OF SUB-CONTRACTORS**

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

Failure to comply with this requirement may invalidate the tender.

(1)	Porti	on of Works to be sublet:	
	[i)	Full name of Sub-contractor and address of head office:	
	(ii)	Sub-contractor's experience of similar works carried out in the last 3 years with	
		Contract value:	
(2)	Porti	on of Works to sublet:	
	(i)	Full name of sub-contractor and address of head office:	
	(ii)	Sub-contractor's experience of similar works carried out in the last 3 years with	
		contract value:	
		[Signature of Tenderer)	——————————————————————————————————————

## LETTER OF NOTIFICATION OF AWARD

	Address of Procuring Entity
	ender No
Т	ender Name
This is you.	s to notify that the contract/s stated below under the above mentioned tender have been awarded to
1.	Please acknowledge receipt of this letter of notification signifying your acceptance.
2.	The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3.	You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.
	(FULL PARTICULARS)

SIGNED FOR ACCOUNTING OFFICER

#### ETHICS AND INTEGRITY PACT

# TO BE FILLED, DATED, SIGNED AND SUBMITTED BY ALL PERSONS BIDDING FOR THE SUPPLY OF OR PROVISION OF ANY GOODS OR SERVICES TO KISII

NATIONAL POLYTECHNIC

#### Bidder's undertaking on Ethics and Integrity

Accepting that	transparent	business manage	ement and fair pul	olic administra	ation are the key	tc
social developn	nent and nati	onal competitive	ness, and in an eff	ort to purge c	orruption and app	ıly
sanctions to co	orrupt busines	sses, and in full	support of the we	orthy goals of	this Integrity Pa	ct,
concerning	the	present	proposal	for:		
I			(Tenderei	r's Representai	tive's name) /all	
personnel of				(name of F	Firm) and its sub-	
contractors and	l agents hereb	y agree that:				

- I/We understand that the KISII NATIONAL POLYTECHNIC is/are a law-abiding institution and I/We undertake to abide by all the Laws of Kenya particularly the laws, rules and regulations governing ethics and integrity and the procurement of goods and services by public agencies in Kenya. I/We shall not conduct any unethical business practices, including but not limited to making false declarations and representations in bidding documents; bid-rigging, collusive bidding, canvassing,.
- 2 I/We shall not offer any bribe, gifts, entertainment or any other undue benefits directly or indirectly to any officials of the KISII NATIONAL POLYTECHNIC or indeed any other person nor commit any other act with a view to unlawfully influencing the process or outcome of procuring for the goods and/or services herein or the performance of any contract arising from the procurement process.
- 3 I/We undertake to report to the Ombudsman and the Kenya Anti- Corruption Commission any acts of corruption and unethical practice by any official of the KISII NATIONAL POLYTECHNIC any of my/our employees, agents, associates, affiliates or indeed any other person that come to our knowledge in the course of procuring the supply and provision of the goods and/or services herein or the performance of any contract arising therefrom.
- 4 In bidding for the goods or services herein and in the course of any contract that may arise therefrom, I/We shall not make any statement which is untrue based on our knowledge, information and belief. I/We shall fully and truthfully declare my/our ability to provide the goods and/or perform the services and we will not bid for the supply of goods or provisions of

- services which we do not have the capacity to provide whether at all or under the terms required by the KISII NATIONAL POLYTECHNIC
- 5 I/We declare that we have the legal and operational capacity to make a bid for the goods and/or services herein, including but not limited to the fact that I/We am/not an undischarged bankrupt, under receivership or liquidation or otherwise insolvent nor suffering from any such or other incapacity that would make our bid or our ability to provide the goods and/or services herein legally or operationally untenable.
- I/We declare that there is no conflict of interest situation existing between myself/us on the one hand and the KISII NATIONAL POLYTECHNIC on the other with regard to the supply of the goods and/or provision of the services herein that would make the our bid or contract ethically or legally untenable. If any such conflict arises in the course of the procurement process and before the conclusion of any contract arising there from, I/We shall fully and truthfully declare such conflict to the KISII NATIONAL POLYTECHNIC I/We understand that the violation if this pact may lead to the disqualification of my/our bid, to the termination of any contract or obligation between myself/us and the KISII NATIONAL POLYTECHNIC and my/our prosecution.

#### SECTION IX: SUMMARY EVALUATION PROCESS

The following Criteria shall be applied in evaluating the tenders not withstanding any other requirement in the tender document.

Evaluation of duly submitted tenders will be conducted along the following three main stages: -

- **9.1 Part 1 Preliminary Evaluation** Under Paragraph 5.5 of the Instructions to Tenderers and Appendix to Instructions to Tenderers. These are **mandatory** requirements.
- 9.1.1 This shall include confirmation of the following: -
  - 9.1.1.1 Submission of Tender Security- Checking its validity, whether it is Original; whether it is issued by a bank and or approved and acceptable insurance company in Kenya or any other form acceptable under Public Procurement Law; whether it is strictly in the format required in accordance with the sample Tender Security Form(s).
  - 9.1.1.2 Submission and considering Tender Form duly completed and signed.
  - 9.1.1.3 Submission of Company or Firm's Incorporation/Registration Certificate.
  - 9.1.1.4 That the Tender is valid for the period required.
  - 9.1.1.5 Submission and considering the Confidential Business Questionnaire:
    - b) That details correspond to the related information in the bid.
  - 9.1.1.6 Submission of a valid tax compliance Certificate
  - 9.1.1.7 Submission of audited financial statements for the last three years. Companies registered within the last one year should submit certified bank statements for at least twelve months or the duration or registration.
  - 9.1.1.8 Copy of Registration certificate from the National Construction Authority (NCA) 3 and above in Building works, (NCA) 5 Electrical and Mechanical Sub-contractors)
  - 9.1.1.10 Valid Trading License
  - 9.1.1.11 Written Power of Attorney of the Signatory to the tender to commit the tenderer
  - 9.1.1.12 Ethics and Integrity declaration that the tenderer has not and will not be involved in corrupt and fraudulent practices.
- 9.1.2 Record of unsatisfactory or default in performance obligations in any contract shall be considered. This shall include any tenderer with unresolved case(s) in its performance obligations for more than two (2) months in any contract.

# 1. PRELIMINARY EVALUATION (MANDATORY REQUIREMENTS)

Submission of Tender Security of 2% of the tender sum as indicated in the tender documents- Checking its validity, whether it is Original; and acceptable under Public Procurement Law; whether it is strictly in the format required in accordance with the sample Tender Security Form(s).  Form of Tender duly filled, stamped and signed  Company or Firm's Incorporation/Registration Certificate attached (Must be commissioned by a Commissioner for Oaths)  Comfidential Business Questionnaire duly filled, signed and stamped & details corresponds to the related information in the bid.  Valid KRA Tax compliance Certificate attached  Audited financial statements for the last three years (fully signed by the relevant professionals and Company Directors). Companies registered within the last one year should submit certified bank statements for at least twelve months or the duration of registration.  Copy of National Construction Authority (NCA 3 and above in Building Works) Attach Registration Certificate and Current Practicing License (Must be commissioned by a Commissioner for Oaths)  Sub - Contractor's Certificates and Practicing License from NCA for the current year (NCA 5 and above in Electrical Works) (Must be commissioned by a Commissioner for Oaths)  Sub - Contractor's Certificates and Practicing License from NCA for the current year (NCA 5 and above in Mechanical Works) (Must be commissioned by a Commissioner for Oaths)  A duly signed Joint Venture Agreement not earlier than 6 months between the Main Contractor and the Electrical & Mechanical Sub contractors [Not necessary if the Main Contractor is as well registered for both Electrical & Mechanical Categories]  The Bid has been submitted in the format required by the procuring entity - the tender document to be TAPE BOUND and returned in the order and pages provided in the advertisement to tender (Spiral Binding and use of Spring or Box files will not be accepted and will lead to automatic disqualification)  Valid Trading License / Single Business Permit attached (M	Comments
Company or Firm's Incorporation/Registration Certificate attached (Must be commissioned by a Commissioner for Oaths)  Tender Validity period indicated (As per Form of Tender)  Confidential Business Questionnaire duly filled, signed and stamped & details corresponds to the related information in the bid.  Valid KRA Tax compliance Certificate attached  Audited financial statements for the last three years (fully signed by the relevant professionals and Company Directors). Companies registered within the last one year should submit certified bank statements for at least twelve months or the duration of registration.  Copy of National Construction Authority (NCA 3 and above in Building Works) Attach Registration Certificate and Current Practicing License (Must be commissioned by a Commissioner for Oaths)  Sub - Contractor's Certificates and Practicing License from NCA for the current year (NCA 5 and above in Electrical Works) (Must be commissioned by a Commissioner for Oaths)  Sub - Contractor's Certificates and Practicing License from NCA for the current year (NCA 5 and above in Mechanical Works) (Must be commissioned by a Commissioner for Oaths)  A duly signed Joint Venture Agreement not earlier than 6 months between the Main Contractor and the Electrical & Mechanical Sub contractors [Not necessary if the Main Contractor is as well registered for both Electrical & Mechanical Categories]  The Bid has been submitted in the format required by the procuring entity - the ender document to be TAPE BOUND and returned in the order and pages provided in the advertisement to tender (Spiral Binding and use of Spring or Box files will not be accepted and will lead to automatic disqualification)  Valid Trading License / Single Business Permit attached (Must be commissioner for Oaths)  A copy of Company's list of Directors, beneficial owners, name if proprietor or names of partners (copy of CR 12) for the bidder not more than one year old and copies of IDs of all directors (Must be commissioned by a Commissioner for Oaths)	
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<ul> <li>Valid Trading License / Single Business Permit attached         (Must be commissioned by a Commissioner for Oaths)</li> <li>A copy of Company's list of Directors, beneficial owners, name if proprietor or names of partners (copy of CR 12) for the bidder not more than one year old and copies of IDs of all directors         (Must be commissioned by a Commissioner for Oaths)</li> <li>Sworn affidavit on litigation history (Must be commissioned by a Commissioner for Oaths)</li> </ul>	
14 A copy of Company's list of Directors, beneficial owners, name if proprietor or names of partners (copy of CR 12) for the bidder not more than one year old and copies of IDs of all directors (Must be commissioned by a Commissioner for Oaths)  15 Sworn affidavit on litigation history (Must be commissioned by a Commissioner for Oaths)	
Sworn affidavit on litigation history (Must be commissioned by a Commissioner for Oaths)	
16 Pre-tender site visit certificate	
17 Signed Ethics and Integrity declaration form	
18 Power of attorney ( of Tender Signatory)	

19	Signed and stamped statement of Verification that not debarred in matters of	
	Public procurement proceedings	
	(Must be commissioned by a Commissioner for Oaths)	
20	Sequential Serialization of all documents	
	COMMENTS (PASS/FAIL)	

AT THIS STAGE, THE TENDERERS SUBMISSION WILL EITHER BE RESPONSIVE OR NON-RESPONSIVE. THE NON-RESPONSIVE SUBMISSIONS WILL BE ELIMINATED FROM THE ENTIRE EVALUATION PROCESS AND WILL NOT BE CONSIDERED FURTHER. TENDERS WILL THEREFORE PROCEED TO THE TECHNICAL STAGE ONLY IF THEY QUALIFY IN COMPLIANCE WITH PART 1 ABOVE, PRELIMINARY EVALUATION UNDER PARAGRAPH 5.5 OF ITT.

# 9.2 *Part II - Technical Evaluation* Under Paragraph 5.5 of the ITT. It will include the following stages: -

Tenders meeting the minimum responsiveness requirements will be evaluated according to the following Evaluation Criteria

Item	Parameter	Maximum
1	Tender questionnaire duly filled	points 2
2	Experience in works of a similar nature and size completed in the last five years	15
3	Details of work under way or contractually committed (Ongoing similar projects )	8
4	Names and addresses of clients who may be contacted for further information on the completed projects. (Name, Firm, Postal Address, E-mail Address, Tel: No. etc)	5
5	Major items of construction equipment proposed to carry out the Contract and an undertaking that they will be available for the Contract (Schedule of contractors equipment)	10
6	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.	10
7	Audited financial reports for the last 3 years	5
8	Evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources) i.e. Evidence of financial resources (Bank statements, letters of credit etc)	15
9	Authority to seek references from the tenderer's bankers with details of Name, address and telephone numbers and Account numbers.	4
10	Statement of compliance with clause 1.2 of instructions to tenderers	2
11	Litigation and arbitration history. Information regarding any litigation, current or during the last five years, in which the tenderer is involved, the parties concerned and disputed amount (Provide affidavit)	2
12	Completeness and clarity of the tender document in accordance with Clause 3 of instructions to tenderers	2
	TOTAL	80

The detailed scoring matrix is as shown in the table below:

Detailed scoring matrix for technical evaluation

Item	Description	Scoring	Max-	Score
		breakdown	points	
1	Tender questionnaire duly filled	(Aggregate	2	
		score)		
	Properly filled	2		
	Partially filled	1		
	Not filled	0		

Item	Description	Scoring breakdown	Max- Points	Score
2	Experience as a main contractor in works of a similar		15	
	nature and size completed over the last five years	(Aggregate		
	(Similar works completed in the last five(5) years)	score)		
	(Attach completion certificates or any other documentary proof)			
	5 projects and above successfully completed	15		
	4 projects and above successfully completed	12		
	3 projects and above successfully completed	9		
	2 projects and above successfully completed	6		
	1 projects and above successfully completed	3		
	None or no relevant project	0		
3	Details of work under way or contractually committed		8	
	i.e. Schedules of on-going similar projects	(Aggregate score)		
	(Attach award letters or interim certificates or any other			
	documentary proof)			
	4 projects and above ongoing well	8		
	3 projects and above ongoing well	6		
	2 projects and above ongoing well	4		
	1 projects and above ongoing well	2		
	None or no relevant project	0		
4	Names and addresses of clients who may be contacted	(Aggregate	5	
	for further information on the completed projects.	score)		
	(Name, Firm, Postal Address, E-mail Address, Tel: No.			
	etc)			
	5 Clients and above	5		
	4 Clients and above	4		
	3 Clients and above	3		
	2 Clients and above	2		
	1 Clients and above	1		
5	Major items of construction equipment proposed to carry	(Add	10	
	out the Contract (Owned, leased or hired) and an	<u>Individual</u>		
	undertaking that they will be available for the Contract	item score)		
	i.e. Schedule of contractors equipment including but not			
	limited to the listed items below:			
	(Attach log books for vehicles, purchase receipts for			
	equipment or lease agreements)			
	Excavation equipment	3		
	Concrete mixture	3		
	Transportation vehicles	3		
	Availability Undertaking	<u>1</u>		
	Total	$\frac{10}{10}$		

Item	Description	Scoring breakdown	Max- Points	Score
6	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 i.e. Qualifications and experience of key personnel (Attach Signed CVs)	(Add individual item score)	10	
	Project Manager to have at least a Degree in a relevant field with seven (7) years experience or a relevant Diploma with 10 years experience in the proposed position or works of a similar nature. Academic Qualification (2 points) & Experience for the Period Indicated (2 Points). Submission of detailed C.V signed by both employee and bidding company (2 Points) while CV attached not signed by both employee and bidding company (1 Point). No CV attached (0 points).	6		
	Supervisor to have at least Diploma in a relevant field with 5 years experience or a relevant trade test Certificate in with 7 years experience Academic Qualification (1 point) & Experience for the Period Indicated (2 Points). Submission of detailed C.V signed by both employee and bidding company (1 Points) while CV attached not signed by both employee and bidding company (0.5 Point). No CV attached (0 points).	4		
7	Audited financial reports for the last 3 years  3 years attached; found satisfactory 2 years attached; found satisfactory 1 years attached; found satisfactory None	(Aggregate score) 5 3 1	5	
8	Evidence of financial resources: 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 Kshs. 2 million.  Either  Current bank statements satisfactory Current letters of credit from a bank ditto	(Aggregate score)	15	
	<ul> <li>Current supplier letters of credit ditto</li> <li>Provided and satisfactory</li> <li>None</li> </ul>	5 0		
9	Authority to seek references from the tenderer's bankers with details of Name, address and telephone numbers and Account numbers	(Aggregate score)	4	

Item	Description	Scoring breakdown	Max- Points	Score
	Provided and satisfactory	4		
	None	0		
10	Statement of compliance with clause 1.2 of instructions	(Aggregate	2	
	to tenderers	score)		
	Provided and satisfactory	2		
	None	0		
11	Litigation and arbitration history. Information regarding	(Aggregate	2	
	any litigation, current or during the last five years, in	score)		
	which the tenderer is involved, the parties concerned and	2		
	disputed amount (Provide a sworn affidavit	0		
	Provided and satisfactory			
	None			
12	Completeness and clarity of the tender documents	(Aggregate	2	
		score)		
	Satisfactory			
	Not satisfactory	2		
		0		
	TOTAL		80	

Only bidders who scores 56 points and above (70% of total), shall be considered for further evaluation.

#### 6.3 Part III – Financial Evaluation Under Paragraph 5.5 of the ITT.

- 6.3.1 This will include the following:
  - a) Confirmation of and considering Bill of Quantities completed and signed.
  - b)\* Checking submission of audited financial statements required.
  - 6.3.1.1 Conducting a financial comparison
  - Taking into account the cost of any deviation(s) from the tender requirements,
  - 6.3.1.3 Ascertaining the financial capability through Last Financial Year's audited financial statements. The statements will provide details for determining the liquidity and solvency status of the bidders. The applicable and acceptable ratios are as follows:
    - a) The acceptable ratios to State department for public works are as follows:-
      - (i) Current ratios i.e. current assets: current liabilities should meet the threshold of at least 0.5:1

- ii) Solvency ratios i.e. Debt to Assets Ratio. Should meet the threshold of at least 1:0.5
- iii) Turnover in the Last Financial Year i.e. twelve months of at least 50% of the total tender value.
- b) The Tenderer should have at least 20% of the total tender value in cash assets in the Balance Sheet provided as part of the audited financial statements.
- \* For companies or firms that are registered or incorporated within the last one calendar year of the Date of the Tender Document, they will not be evaluated on (a) and (b) above, but will instead be evaluated on the basis of having at least a spot balance of 20% of the total tender value evident from the certified bank statements provided.

#### \*NOTES: -

- 1. For companies or firms that are registered or incorporated within the last one calendar year of the Date of the Tender Document, they should submit certified copies of bank statements covering a period of at least twelve months prior to the date of the tender document. The copies should be certified by the Bank issuing the statements. The certification should be original.
- 2. The Successful Tenderer shall be the one with the lowest evaluated price.

ITEM	DESCRIPTION	UNIT	QTY	RATE	KSH
	BILL NO. 3- BUILDERS WORKS				
	ELEMENT NO. 01 SUBSTRUCTURE-all provisional				
	Allow for plunking and strutting	item			
11	Thow for planking and structing	item			
В	Allow for keeping excavations free from underground,				
	or storm water	item			
_					
С	Clear site of all bushes, shrubs and trees girth not				
	exceeding 600mm, grub out roots, stamps and despose off	Sm	2152		
	OII	3111	2152		
D	Cut down trees overall girth 900-1200mm including uprooting	No	35		
Е	Excavate oversite average 200mm deep to remove				
	vegetable top soil, wheel and deposit on site as				
	directed	Sm	2152		
F	Excavate for foundation trench not exceeding 1.5m				
	deep starting from stripped level.	Cm	633		
F	Bulk excavation to reduce levels between 1.5-3.0m deep				
	(manual)	Cm	855		
G	Ditto in column bases not exceeding 1.5m deep	Cm	1130		
Н	Return fill in and ram excavated material around				
	foundations.	Cm	875		
I	Cart-away surplus excavated materials to where				
	directed, exceeding 100mm away from site	Cm	569		
ī	I	Circ			
J	Imported murram fill compacted in layers	Cm	714		
K	300mm hardcore filling well watered and compac-				
	ted in layers to receive murram (m.s)	Sm	1302		
L	50mm thick murram fill to ditto; well watered and compacted	Sm	1302		
	Carried to collection				

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ITEM	DESCRIPTION	UNIT	QTY	RATE	KSH
Α	Premise 200cc" or any other equal and approved anti-				
	termite treatment applied as per manufactures				
	printed instructions.	Sm	1302		
	Community				
В	Concrete work 50mm thick mass cocnrete 1:4:8 blinding under				
	foundations	Sm	275		
	Touridations	Jiii	375		
С	Ditto in column bases	Sm	673		
	Vibrated reinforced concrete 1:2:4 to:-				
D	150mm thick floor slab	Sm	1457		
-					
E	Ditto in strip foundation footing/ground beams	Cm	220		
F	Ditto in sub-columns	Cm	96		
	Dicto in sub columns		90		
G	Ditto in column bases	Cm	472		
	Reinforcement ( all provisional)				
Н	One layer B.R.C ref. No. A 142 fabric reinforcement				
	with 150mm end laps tying wire and spacer blocks				
	weighing 2.22kg/sm (measured nett, allow for laps)	Sm	1457		
J	Off assorted bars	Kg	93452		
	Carried to collection				

ITEM	DESCRIPTION	UNIT	QTY	RATE	KSH
	Sawnform work to:-				
	Sides of strip foundations	Sm	374		
В	Sides of columns and column bases	Sm	952		
С	Sides and edges of floor bed 75-160mm high	Lm	180		
	Walling  200mm thick stone walling in  cement sand mortar 1:4 with and including hoop- iron after every 2nd alternate course.	Sm	1655		
	Damp proofing 1000mm gauge polythene damp proof membrane with 150mm(Min) end and side laps	Sm	1457		
	3 ply hessian based bituminous felt damp proof course bedded on mortar including leveling:- 200mm wide damp proof course under walls.	Lm	231		
G	150mm wide damp proof course under walls.	Lm	32		
	<u>Plinths</u> 12mm thick rendering in cement sand mortar 1:4	Sm	185		
	Prepare and apply 3 coats black bituminous paint to ditto.	Sm	185		
K	Allow Kshs. 500,000 for cut and fill excavtion to level  Carried to collection	Sum			
	COLLECTION  Brought forward from pg 1				
	" " from pg 2				
	" " from pg above				
	TOTAL FOR ELEMENT NO. 1-SUBSTRUCTURE CARRIED TO SUMMARY				

ITEM	DESCRIPTION	UNIT	QTY	RATE	KSH
	ELEMENT NO. 02-WALLING/FRAME				
A	Vibrated reinforced concrete 1:2:4 (20/20) in:- Ring beams & Lintols	Cm	620		
В	Ditto in columns	Cm	450		
С	Ditto in 150mm thick suspended slab	Sm	7349		
D	Ditto in 150mm thick staircase landing	Sm	234		
Е	Ditto in 150mm wall	Sm	76		
	Ditto in 150mm brest to slope not exceeding 15 degrees and in risers and steps	Sm	239		
G	Ditto in staircase beam	Cm	8		
	<u>Formwork</u>				
Н	Sides of columns	Sm	3876		
J	Sides and soffites of ringbeams .	Sm	5616		
K	Soffites of suspended slab	Sm	7349		
L	Soffites of slanting surfaces and edges of staircases	Sm	239		
M	Ditto landings	Sm	234		
N	Edges of suspended slabs 150mm- 225mm high	Lm	900		
P	Sides of staircase beam	Sm	133		
Q	Surfaces of risers 75-150mm high	Lm	870		
	Carried to collection				

ITEM	DESCRIPTION	UNIT	QTY	RATE	KSH
	Reinforcement				
	(PROVISIONAL) Supply and fix steel bars reinforcement including				
	bending hooks, tying wirer, cutting, spacer blocks and				
	supporting all in position				
	High tensile square twisted bars to B.S.4461 as				
	described in :				
A	Off assorted bars	Kg	310750		
	Walling				
	200mm thick natural smoothly dressed stone walling externally				
	in cement mortar 1:4 with and including hoop- iron after every 2nd alternate course	Sm	3342		
	non arter every 2nd anternate course		))44		
С	200mm thick concrete block walling internally in				
	cement mortar 1:4 with and including hoop-				
	iron after every 2nd alternate course	Sm	1950		
D	Ditto 100mm thick	Sm	233		
Е	200mm thick honey comb vent blocks	Sm	60		
	Labour and materials for eave fillings; average 300mm high	Lm	180		
	Carried to collection				
	COLLECTION				
	Brought forward fron pg 4				
	Brought forward fron above				
	TOTAL FOR ELEMENT NO. 2 GROUND FLOOR WALLING CARRIED TO SUMMARY				
	WALLING CARRIED TO SUMMARI				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	ELEMENT NO. 3- RAMPS/ BALUSTRADES				
A	Vibrated reinforced concrete 1:2:4 (20/20) in:- Ramp beam	Cm	95		
В	150mm thick sloping soffites of ramps/landings	Sm	387		
	<u>Formwork</u>				
С	Sides/ soffites of beams	Sm	391		
D	Ditto sloping soffites of ramps/landings	Sm	387		
Е	Ditto sides of ramps; 75-150mm high	Lm	440		
	High tensile square twisted bars to B.S.4461 as described in				
F	Off assorted bars	Kg	14750		
G	200 x 150 x 150mm louvered vent blocks as directed	Sm	126		
Н	200mm thick concrete block walling in ramp wall	Sm	233		
J	Plaster Work to ramp part 12mm thick gauged plaster cement sand lime 1:1:6 with a smooth float to walls internally	Sm	375		
K	Ditto externally	Sm	422		
L	Ditto columns and beams	Sm	509		
M	Ditto soffites of ramp/landing	Sm	387		
	Carried to Collection				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Prepare and apply three coats permaplast long lasting				
A	plastered surfaces internally	Sm	375		
В	Ditto rendered surfaces externally	Sm	422		
С	Ditto columns and beams	Sm	509		
D	Ditto soffites of ramps/landings	Sm	387		
	Floor Finishes				
E	Screed backing to receive terrazzo (m.s) in sloping sides of ramps and landings	Sm	387		
G	20mm thick terrazzo finishses on landings	Sm	387		
	Balustrades/Handrails				
Н	1500mm high guard rails in 25 x 20mm R.H.S bars at 250mm spacing vertically, and 300mm spacing horizontally including 100 x 50mm wrott hardwood handrail at top and casting vertical bars into concretre works	Lm	300		
	Carried to collection				
	COLLECTION				
	Brought from page 6				
	Brought From page 7 above				
	TOTAL FOR RAMP CARRIED TO SUMMARY				

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ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	ELEMENT NO. 4-ROOF				
	Roof cover (Provisional)				
Α	Gauge 28 IT4 box profile roof cover fixed				
	with rubber washers to match.	Sm	1430		
В	Ditto 450mm wide ridge / hip cover.	Lm	230		
С	Ditto valleys	Lm	161		
	All in sawn cypress treated timber trusses				
	* Prices to include for unloading, hoisting and				
	fixing in position incluiding requisite stagging for erection:				
	approx. 18000mm above G.L.				
_		Ţ.			
D	150 x 50mm tie beams	Lm	1088		
	D: 1:	T			
E	Ditto king posts	Lm	209		
	D	т			
F	Ditto rafters	Lm	1355		
		Lm			
G	75 x 50mm purlins	Lin	2122		
Н	100 x 50mm wall plate	Lm	210		
11	100 x 30mm wan plate	LIII	310		
J	100 x 50mm struts/ties	Lm	1143		
5	100 x Johnni Struts/ ties	LIII	1143		
K	225 x 25mm wrot fascia boards	Lm	247		
	22) k 2)iiiii wtot lasela ooalas		447		
L	Knot,Prime & Stop; prepare and apply 3 coats gloss oil				
	paint to isolated timber surface girth 200-300mm.	Lm	247		
	F				
M	Provide Kshs. 1,500,000 for atrium roof to details				
	including rain water goods	Sum			
	TOTAL FOR ROOF CARRIED TO SUMMARY				

A Pro	EMENT NO. 3- DOORS  ovide and fix standard steel casement door in 50 x  x 3mm R.H.S frame and checkered 2mm thick plate			
32 X	x 3mm R.H.S frame and checkered 2mm thick plate			
1	•			
as				
	required size 1500 x 2400mm high, complete with 3-lever			
stee	el lock, with stays, fasteners,lugs, rawl bolts and one			
red	l oxide primer, including casting into blockwork			
wal	lling in cement sand mortar 1:3	No.	30	
B Dit	tto but 1200 x 2400mm high	No.	60	
Flu	ush doors			
C 5on	mm thick solid core flush door, leaped all round and			
wit	th mahogany vennered on both faces, sizes 900 x 2400			
mn	m high including 300mm high fanlight glass	No.	90	
<sub>A11</sub>	l in mahagony hradwood or any other equal and approved			
	omm x 50mm door frame once rebated	Lm	640	
	min x joinin door frame once resured	2111	040	
E 20	x 25mm high thick quadrant plugged	Lm	612	
F 40	x 25mm thick archtrave plugged.	Lm	612	
G 25	x 25mm beading	Lm	612	
Gla	azing			
	nm thick clear sheet fanlight glass 0.105sm to doors in			
	nber fanlight, beaded(Ms)	Sm	24	
sup	oply and fix the following iron mongery			
J 2-16	ever door lock as "union" or any other			
eqı	ual and approved, with cirlced handle knob.	No.	90	
Pai	inting			
	······································			
K Pre	epare and apply one undercoat and two finishing coats			
	gloss paint to metal surfaces of doors	Sm	243	
L Dit	tto but clear varnish to timber doors	Sm	340	
M Di	tto but girth 100-200mm	Lm	612	
	TOTAL FOR DOORS			
	6			

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ITEM	DESCRIPTION	UNIT	QTY	RATE	KSH
	ELEMENT NO. 5-WINDOWS				
	Supply and fix the following purpose made steel casement				
	windows, including all necessary cuttings				
	lugs, stays and bedding into walls in cement sand mortar				
	<u>1:4 in red-oxide, as per Architects approved pattern</u>				
A	Window size 2000 x 1500mm high WI	No.	144		
В	Ditto size 1500 x 1500mm high W2	No.	6		
С	Ditto size 1500 x 900mm high W3	No.	180		
D	Ditto size 600 x 900mm high W4	No.	78		
E	Glazing  4mm thick clear sheet glass in panes 0.1-0.5sm fixed in steel window panes with putty.	Sm	731		
F	Window cill Precast concrete weathered and throated window cill 250 x 75mm thick reinforced with 2 No. 8mm diametre bars including all moulds and bedding in cement sand mortar 1:4	Lm	715		
G	Painting Prepare, prime and apply 3 coats of super gloss oil paint as "crown" or any other equal and approved to surfaces of: Windows externally	Sm	455		
Н	Windows internally	Sm	652		
	TOTAL FOR WINDOWS				
	TOTAL FOR WINDOWS				
	8				

ITEM	DESCRIPTION	UNIT	QTY	RATE	KSH
	ELEMENT NO. 5 -FINISHES, PAINTING & DECORAT	TIONS			
	<u>Floors</u>				
	20mm thick cement sand 1:3 backing screed to receive	0			
	floor tile finishes (m.s)	Sm	7329		
В	Ditto to risers and treads	Sm	320		
С	Ditto to landings	Sm	234		
D	Ditto 100mm high skirting	Lm	943		
Е	300 x 300 x 8mm ceramic tile fixed with adhesive and				
	grouting at the joints including landings / treads, risers.	Sm	7883		
_		<b>.</b>			
F	8 x 75mm high ditto skirting.	Lm	943		
	walls internally				
	12mm thick gauged plaster cement sand lime				
	1:1:6 with a smooth float to walls internally	Sm	7708		
	D: 1 1 1				
Н	Ditto to reveals and jambs.	Sm	296		
J	Ditto to soffites of suspended slabs	Sm	7349		
K	Soffites of slanting and edges staircase facing	Sm	239		
L	Ditto landings	Sm	234		
M	Ditto soffites and sides of exposed beams and columns	Sm	177		
N	250 x 250 x 6mm thick glazed ceramic wall tiles	Sm	466		
	Walls externally				
P	Chasing ,Keyeing and pointing to walls externally	Sm	3342		
Q	Ditto but render to walls, columns and beams	Sm	1145		
	Carried to collection				

ITEM	DESCRIPTION	UNIT	QTY	RATE	KSH
A	Ceiling 12mm thick chipboard ceiling board fixed in neat symetrical V-joint and apply 3 coats of approved paint to soffites surfaces	Sm	1302		
В	100mm thick cornice	Lm	1103		
С	75 x 50mm brandering	Lm	2955		
D	Ditto but 50 x 50mm plugged	Lm	2760		
Е	PVC T & G ceiling in eaves including brandering	Sm	120		
F	600 x 600mm access box	No	6		
H J K	Prepare and apply 3 coats smooth velvet emulsion paint as "crown" or any other equal and approved paint to Plastered walls  Ditto Reveals and jambs  Soffites of suspended slab  Soffites and edges staircase  Ditto Keyed walls externally  Ditto to rendered columns and beams	Sm Sm Sm Sm	7708 296 7349 239 3342		
N	BALUSTRADES  1200mm high guard rails in 25 x 20mm R.H.S bars at 250mm spacing vertically, and 300mm spacing horizontally including 100 x 50mm wrott hardwood handrail at top and casting vertical bars into concretre works  Carried to collection	Lm	632		

ITEM	DESCRIPTION	UNIT	QTY	RATE	KSH
	COLLECTION				
	Brought from page 10				
	Brought from page 11				
	TOTAL FOR FINISHES, PAINTING & DECORATION CARRIED TO SUMMARY				
			! 		

ITEM	DESCRIPTION	KSH
	SUMMARY OF BUILDERS WORKS	
A	ELEMENT NO 1, SUBSTRUCTURE	
В	ELEMENT NO 2, R.C & WALLING	
С	ELEMENT NO. 3, RAMPS/BALUSTRADES	
D	ELEMENT NO. 4, ROOF	
Е	ELEMENT NO.5, DOORS	
F	ELEMENT NO.6, WINDOWS	
G	ELEMENT NO. 7, FINISHES/PAINTING	
	TOTAL FOR BUILDERS WORKS CARRIED TO GRAND	
	SUMMARY.	

### **TENDER EVALUATION CRITERIA**

After tender opening, the tenders will be evaluated in **4 stages**, namely:

- 1. Preliminary Evaluation;
- 2. Technical Evaluation;
- 3. Financial Evaluation; and
- 4. Recommendation for Award.

### **STAGE 1: PRELIMINARY EVALUATION**

This stage of evaluation shall involve examination of the mandatory requirements as set out in the Tender Advertisement Notice or Letter of Invitation to Tender and any other conditions stated in the bid document.

PRELIMINARY EVALUATION - MANDATORY REQUIREMENTS

NO.	PARAMETERS / REQUIREMENTS	COMPLIED/ NOT COMPLIED
M1	Must be licensed by the NCA as follows:  Class Category Mechanical NCA 5 and above	
	Must attach valid NCA registration certificates for each of the three classes of registration above.	
M2	<ol> <li>A copy of valid certificate of Registration/ Incorporation,</li> <li>Current CR12</li> <li>Valid business/trade permit.</li> </ol>	
M3	A copy of current/valid tax compliance certificate issued by KRA including VAT/PIN Certificate.	
M4	The Form of power of attorney shall be duly filled, signed and stamped.	
M5	Must fill the price schedule/BOQS in the format provided.	
M6	Must fill the form of tender in the format provided (Prices quoted must be vat inclusive and remain valid for 120 days)	
M7	Must submit duly filled and signed confidential business questionnaire in the format provided	
M8	Must give evidence of performing similar works, i.e.  Plumbing, Fire Protection, Pressed Steel Water Tanks and Air Conditioning in the last three years for at least five (3) reputable clients (copies of contract and completion certificate with their values).	

M9	Must provide qualification and experience of at least Five (5) key members of staff who will manage the assignment. Must include qualification and experience in Plumbing, Fire Protection, Pressed Steel Water Tanks and Air Conditioning Installation Works.	
M10	Must submit Audited Accounts for the last three (3) financial years duly signed and stamped by a Certified Public Accountant	
M11	Interested bidders will be required to provide a Tender Security / Bid Bond as per the advertisement addressed to <b>The Principal</b> , <b>Kisii National Polytechnic</b> from institutions approved by Public Procurement Regulatory Authority (PPRA)	
M12	Must fill, sign and stamp the Self Declaration Forms (R62) provided in the standard forms  1. Non-debarment,  2. Compliance with labour laws,  3. Non- engagement in corruption	
M13	Must ensure that the submitted bid documents are duly serialized/paginated on each page, well bound and intact.	
M14	The bidder shall provide 1 ORIGINAL copy of the document and Two (1No) other COPY and be marked as copy and placed in one envelope. Tender reference and closing date must be quoted on the envelope.	

The tenderers who do not satisfy any of the above mandatory requirements shall be considered Non-Responsive and their tenders will not be evaluated further.

#### STAGE 2: TECHNICAL EVALUATION

The tender document shall be examined based on clause 2.2 of the Instruction to Tenderers which states as follows:

In accordance with clause 2.2 of Instruction to Tenderers, the tenderers will be required to provide evidence for eligibility of the award of the tender by satisfying the employer of their eligibility under sub clause 2.1 of Instructions to Tenderers and their capability and adequacy of resources to effectively carry out the subject contract.

In order to comply with provisions of clause 2.2 of Instruction to Tenderers, the tenderers shall be required;

- a) To fill the Standard Forms provided in the bid document for the purposes of providing the required information. The tenderers may also attach the required information if they so desire;
- b) To supply equipment/items which comply with the technical specifications set out in the bid document. In this regard, the bidders shall be required to submit relevant technical brochures/catalogues with the tender document, highlighting the Catalogue Numbers of the proposed items. Such brochures/catalogues should indicate comprehensive relevant data of the proposed equipment/items which should include but not limited to the following:
  - (i) Standards of manufacture;
  - (ii) Performance ratings/characteristics;
  - (iii) Material of manufacture;
  - (iv)Electrical power ratings; and
  - (v) Any other necessary requirements (Specify).

The bid will then be analysed, using the information in the technical brochures, to determine compliance with General and Particular technical specifications for the works as indicated in the tender document. The tenderer shall also fill in the Technical Schedule as specified in the tender document for Equipment and Items indicating the Country of Origin, Model/Make/Manufacturer and catalogue numbers of the Items/Equipment they propose to supply.

The award of points considered in this section shall be as shown below:

PAR.	<u>AMETER</u> <u>MAXIMUM POINTS</u>
(i)	Compliance with Technical Specifications40
(ii)	Tender Questionnaire3
(iii)	Key personnel12
(iv)	Contract Completed in the last Five (5) years9
(v)	Schedules of on-going projects4
(vi)	Schedules of contractors equipment12
(vii)	Audited Financial Report for the last 3 years 6
(viii)	Evidence of Financial Resources9
(ix)	Name, Address and Telephone of Banks (Contractor to provide)3
(x)	Litigation History 2
T	OTAL===========100

The pass-mark under the Technical Evaluation is 70 percent.

The detailed scoring plan shall be as shown in Table 1.

**TABLE 1: Technical Evaluation** 

ITEM	DESCRIPTION	POINTS SCORED		IMUM DRE
1	Compliance with Technical Specifications  • Compliant			40
2	Tender Questionnaire Form  • Completely filled 3  • Not filled 0			3
ITEM	DESCRIPTION	POINTS SCORED		MUM ORE
3	Key Personnel (Attach evidence)			
	• Holder of degree in relevant Engineering field		4	
	At least 1No. degree/diploma holder of key personnel in relevant field  • With over 10 years relevant experience 4  • With over 5 years relevant experience 2  • With under 5 years relevant experience 1		4	12
	At least 1No certificate holder of key personnel in relevant field  • With over 10 years relevant experience 2  • With over 5 years relevant experience 1  • With under 5 years relevant experience0.5		2	

	At least 2No artisan (trade test certificate in relevant field)  • Artisan with over 10 years relevant experience-2  • Artisan with under 10 years relevant experience 1  • Non skilled worker with over 10 years relevant experience		2	
4	Contracts completed in the last five (5) years (Max of 3No. Projects)- Provide Evidence• Project of similar nature, complexity or magnitude 3• Project of similar nature but of lower value than the one in consideration 2 • No completed project of similar nature0			9
ITEM 5	DESCRIPTION	POINTS SCORED		IMUM ORE
J	On-going projects – Provide Evidence  • No Project of similar nature, complexity and magnitude			4
6	Schedule of contractors equipment and transport (proof or evidence of ownership/Lease)			
	a)Relevant Transport  • Means of transport (Vehicle) 6  • No means of transport 0		6	
	b)Relevant Equipment  • Has relevant equipment for work being tendered		6	12

7	Financial Report		
	a)Audited financial report (last three (3) years)  • Average Annual Turn-over equal to or greater than the cost of the project4  • Average Annual Turn-over above 50% but below 100% of the cost of the project3  • Average Annual Turn-over below 50% of the cost of the project		4
	b)Evidence of Financial Resources (cash in hand, lines of credit, over draft facility etc)  • Has financial resources to finance the projected monthly cash flow* for three months9  • Has financial resources equal to the projected monthly cash flow*6  • Has financial resources less the projected monthly cash flow*3  • Has not indicated sources of financial resources		9
ITEM	DESCRIPTION	POINTS SCORED	MUM ORE
8	Name, Address and Telephone of Banks (Contractor to provide) • Information Provided		3
9	Litigation History           • Duly Filled		2
	TOTAL	,	100

Any bidder who scores 70 points and above shall be considered for further evaluation.

<u>STAGE 3 - FINANCIAL EVALUATION</u>
Upon completion of the technical evaluation a detailed financial evaluation shall follow.

The evaluation shall be in three stages

- a) Determination of Arithmetic errors
- b) Comparison of Rates; and
- c) Consistency of the Rates.

#### **A)** Determination of Arithmetic Errors

Arithmetic Errors will be corrected by the Procuring Entity as follows:

<sup>\*</sup>Monthly Cash Flow =Tender Sum/Contract Period in months

- In the event of a discrepancy between the tender amount as stated in the form of Tender and the corrected tender figure in the Main summary of the Bills of Quantities, the amount as stated in the Form of Tender shall prevail. Pursuant to Section 82 of the Public Procurement and Asset Disposal Act 2015, the tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity;
- ii) Error correction factor shall be computed by expressing the difference between the amount and the corrected tender sum as a percentage of the corrected contract works (i.e. corrected tender sum less P.C; and Provisional Sums);
- iii) The Error correction factor shall be applied to all contract works (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuation of variations.

#### **B)** Comparison of rates

Items that are under- priced or overpriced may indicate potential for non-delivery and front loading respectively. The committee shall promptly write to the tenderer asking for detailed breakdown of costs for any of the quoted items, relationship between those prices, proposed construction/installation methods and schedules.

The evaluation committee shall evaluate the responses and make an appropriate recommendation to the procuring entity giving necessary evidence. Such recommendations may include but not limited to:

- (i) Recommend no adverse action to the tenderer after a convincing response;
- (ii) Employer requiring that the amount of the performance bond be raised at the expense of the successful tenderer to a level sufficient to protect the employer against potential financial losses;
- (iii) Recommend non-award based on the response provided and the available demonstrable evidence that the scope, quality, completion timing, administration of works to be undertaken by the tenderer, would adversely be affected or the rights of the employer or the tenderers obligations would be limited in a substantial way.

#### C) Consistency of the Rates

The evaluation committee will compare the consistency of rates for similar items and note all inconsistencies of the rates for similar items.

#### **STAGE 4 - RECOMMENDATION FOR AWARD**

The successful bidder shall be the tenderer with the lowest evaluated tender price.

#### **SPECIFICATIONS**

#### GENERAL MECHANICAL SPECIFICATIONS

#### 2.01 General

This section specifies the general requirement for plant, equipment and materials forming part of the contract Works and shall apply except where specifically stated elsewhere in the Specification or on the Contract Drawings.

#### 2.02 **Quality of Materials**

All plant, equipment and materials supplied as part of the contract Works shall be new and of first class commercial quality, shall be free from defects and imperfections and where indicated shall be of grades and classifications designated herein.

All products or materials not manufactured by the contractor shall be products of reputable manufacturers and so far as the provisions of the Specification is concerned shall be as if they had been manufactured by the contractor.

Materials and apparatus required for the complete installation as called for by the Specification and Contract Drawings shall be supplied by the contractor unless mention is made otherwise.

Materials and apparatus supplied by others for installation and connection by the contractor shall be carefully examined on receipt. Should any defects be noted, the contractor shall immediately notify the Engineer.

Defective equipment or that damaged in the course of installation or tests shall be replaced as required to the approval of the Engineer.

#### 2.03 **Regulations and Standards**

The contract Works shall comply with the current editions of the following:

- a) The Kenya Government Regulations.
- a) The United Kingdom Institution of Electrical Engineers (IEE) Regulations for the Electrical Equipment of Buildings.
- b) The United Kingdom Chartered Institute of Building Services Engineers (CIBSE) Guides.
- c) British Standard and Codes of Practice as published by the British Standards Institution (BSI)
- e) The County Government By-laws.
- f) The Electricity Supply Authority By-laws.
- g) Local Authority By-laws.
- h) The Kenya Building Code Regulations.
- i) The Kenya Bureau of Standards

#### 2.04 Electrical Requirements

Plant and equipment supplied under this contract shall be complete with all necessary motor starters, control boards, and other control apparatus. Where control panels incorporating several starters are supplied they shall be complete with a main isolator.

The supply power up to and including local isolators shall be provided and installed by the Electrical contractor. All other wiring and connections to equipment shall form part of this contract and be the responsibility of the contractor.

The contractor shall supply three copies of all schematic, cabling and wiring diagrams for the Engineer's approval.

The starting current of all electric motors and equipment shall not exceed the maximum permissible starting currents described in the Kenya Power and Lighting Company (KPLC) By-laws.

All electrical plant and equipment supplied by the Sub-contractor shall be rated for the supply voltage and frequency obtained in Kenya, that is 415 Volts, 50Hz, 3-Phase or 240Volts, 50Hz, 1-phase.

Any equipment that is not rated for the above voltages and frequencies shall be rejected by the Engineer.

#### 2.05 Transport and Storage

All plant and equipment shall, during transportation be suitably packed, crated and protected to minimise the possibility of damage and to prevent corrosion or other deterioration.

On arrival at site all plant and equipment shall be examined and any damage to parts and protective priming coats made good before storage or installation.

Adequate measures shall be taken by the Sub-contractor to ensure that plant and equipment do not suffer any deterioration during storage.

Prior to installation all piping and equipment shall be thoroughly cleaned.

If, in the opinion of the Engineer any equipment has deteriorated or been damaged to such an extent that it is not suitable for installation, the contractor shall replace this equipment at his own cost.

#### 2.06 Site Supervision

The contractor shall ensure that there is an English-speaking supervisor on the site at all times during normal working hours.

#### 2.07 **Installation**

Installation of all special plant and equipment shall be carried out by the contractor under adequate supervision from skilled staff provided by the plant and equipment manufacturer or his appointed agent in accordance with the best standards of modern practice and to the relevant regulations and standards described under Clause 2.03 of this Section.

#### 2.08 **Testing**

#### 2.08.1 General

The Contractor's attention is drawn to Part 'C' Clause 1.38 of the "Preliminaries and General Conditions".

#### 2.08.2 Material Tests

All material for plant and equipment to be installed under this contract shall be tested, unless otherwise directed, in accordance with the relevant B.S Specification concerned.

For materials where no B.S. Specification exists, tests are to be made in accordance with the best modern commercial methods to the approval of the Engineer, having regard to the particular type of the materials concerned.

The contractor shall prepare specimens and performance tests and analyses to demonstrate conformance of the various materials with the applicable standards.

If stock material, which has not been specially manufactured for the plant and equipment specified is used, then the contractor shall submit satisfactory evidence to the Engineer that such materials conform to the requirements stated herein in which case tests of material may be partially or completely waived.

Certified mill test reports of plates, piping and other materials shall be deemed acceptable.

#### 2.08.3 Manufactured Plant and Equipment – Work Tests

The rights of the Engineer relating to the inspection, examination and testing of plant and equipment during manufacture shall be applicable to the Insurance Companies or Inspection Authorities so nominated by the Engineer.

The contractor shall give two week's notice to the Engineer of the manufacturer's intention to carry out such tests and inspections.

The Engineer or his representative shall be entitled to witness such tests and inspections. The cost of such tests and inspections shall be borne by the contractor.

Six copies of all test and inspection certificates and performance graphs shall be submitted to the Engineer for his approval as soon as possible after the completion of such tests and inspections.

Plant and equipment which is shipped before the relevant test certificate has been approved by the Engineer shall be shipped at the contractor's own risk and should the test and inspection certificates not be approved, new tests may be ordered by the Engineer at the contractor's expense.

#### 2.08.4 Pressure Testing

All pipe work installations shall be pressure tested in accordance with the requirements of the various sections of this Specification. The installations may be tested in sections to suit the progress of the works but all tests must be carried out before the work is buried or concealed behind building finishes. All tests must be witnessed by the Engineer or his representative and the contractor shall give 48 hours notice to the Engineer of his intention to carry out such tests.

Any pipe work that is buried or concealed before witnessed pressure tests have been carried out shall be exposed at the expense of the contractor and the specified tests shall then be applied.

The contractor shall prepare test certificates for signature by the Engineer and shall keep a progressive and up-to-date record of the section of the work that has been tested.

#### 2.09 Colour Coding

Unless stated otherwise in the Particular Specification all pipe work shall be colour coded in accordance with the latest edition of B.S 1710 and to the approval of the Engineer or Architect.

#### 2.10 Welding

#### 2.10.1 Preparation

Joints to be made by welding shall be accurately cut to size with edges sheared, flame cut or machined to suit the required type of joint. The prepared surface shall be free from all visible defects such as lamination, surface imperfection due to shearing or flame cutting operation, etc., and shall be free from rust scale, grease and other foreign matter.

#### 2.10.2 Method

All welding shall be carried out by the electric arc processing using covered electrodes in accordance with B.S. 639.

Gas welding may be employed in certain circumstances provided that prior approval is obtained from the Engineer.

#### 2.10.3 Welding Code and Construction

All welded joints shall be carried out in accordance with the following Specifications:

#### a) Pipe Welding

All pipe welds shall be carried out in accordance with the requirements of B.S.806.

#### b) General Welding

All welding of mild steel components other than pipework shall comply with the general requirements of B.S. 1856.

#### 2.10.4 Welders Qualifications

Any welder employed on this contractor shall have passed the trade tests as laid down by the Government of Kenya.

The Engineer may require to see the appropriate to see the appropriate certificate obtained by any welder and should it be proved that the welder does not have the necessary qualifications the Engineer may instruct the contractor to replace him by a qualified welder.

#### PARTICULAR MECHANICAL SPECIFICATIONS

#### 1.0. GENERAL

These particular specifications shall be read together with contract drawings and the bills of quantities. Any discrepancy noticed shall be brought to the attention of the Project Engineer. Mechanical building services works for the Proposed Tuition Block Complex at Kisii National Polytechnic - Kisii County, shall include but not limited to delivery, installation supply testing and commissioning of the following:

- i) Mechanical ventilation and air conditioning,
- ii) Sanitary fittings,
- iii) Plumbing,
- iv) Cold water supply,
- v) Foul water and solid waste drainage,
- vi) High level pressed steel water tank,
- vii) Fire protection including portable fire extinguishers and fire hose reel system

All mechanical (BS) works shall be carried out to the satisfaction of the Project Engineer.

#### 2.0. PARTICULAR SPECIFICATION FOR PLUMBING AND DRAINAGE

#### 2.1. PLUMBING PIPE MATERIALS AND STANDARDS

Plumbing pipes shall be Chlorinated Poly (Vinyl Chloride) (CPVC) plastic pipe for hot & cold water distribution system as follows:

i) Class 1 (SDR 11) for 15 mm - 50 mm copper tube size (CTS) as per ASTM D2846

- ii) Sch 80 for 65 mm 300 mm iron pipe size (IPS) as per ASTM F441 and ASTM F439. The pipes and fittings shall be clearly marked with the manufacturer's trade mark, material designation and applicable ASTM standard. The colours shall be as follows:
  - i) SDR 11 pipe: tan colour with red strip.
  - ii) SDR 11 fittings: tan colour.
  - iii) Sch 80 pipe: tan colour with red strip.
  - iv) Sch 80 fittings: tan colour/grey colour.

The installation of plumbing pipework shall be in strict adherence to manufacturer's specifications and instructions.

The pipework shall be inspected and approved by the Project Engineer before covering. Approved brands shall include:

- i) Astral cpvc pipes and fittings;
- ii) FlowGuard cpvc pipes and fittings.

#### 2.2. DRAINAGE PIPE MATERIALS AND STANDARDS

Drainage pipes and fittings shall be UPVC, MUPVC, soil and waste systems respectively. Materials for drainage pipes and fittings shall conform to the following standards:

- i). BS 5255:1989 Specification for Thermoplastics Waste Pipe and Fittings
- ii). BS 4514:2001 PVC Soil and Ventilation Pipes, Fittings and Accessories
- iii). BS EN 1329:2000 Plastic Piping Systems for Soil and Waste Discharge
- iv). BS EN 1566:2000 Plastic Piping Systems for Soil and Waste Discharge (Chlorinated)

Laboratory sinks shall be drained using Vulcathene drainage pipes manufactured from co-polymer polypropylene with 3% carbon black ultra-violet stabiliser. Vulcathene has very high resistance to chemical attack and is well suited to the conveyance of aggressive chemicals, and other liquids as used in chemical plants and laboratory waste.

The installation of drainage pipework shall be in strict adherence to manufacturer's specifications and instructions.

The pipework shall be inspected and approved by the Project Engineer before covering. Approved brands shall include:

- i) Astral Ultradrain waste pipes and fittings;
- ii) Terrain MuPVC Solvent Weld waste products
- iii) Vulcathene waste drain pipes and fittings.

#### 3. 0. PARTICULAR SPECIFICATION FOR PRESSED STEEL WATER TANK

The exact location of the tanks shall be determined on site. The Sub-Contractor MUST be duly registered by the National Construction Authority (NCA) to carry out such works.

The pressed steel sectional water tanks shall be constructed with hydraulically pressed flanged panels, conforming to the current ISO/BS EN standards.

The steel used in the manufacture of the tank plates, stays and cleats shall conform to the requirements of the current ISO/BS EN standards.

The tank plates shall be pressed with a combined double flange at an angle of 45° and 90° to the face of the plate on four sides.

The stays and cleats shall be made of steel angle bar and steel plate.

Hot dipped galvanized steel bolts, nuts and washers shall be used for internal and external fastening.

Non-toxic PVC foam shall be used for all jointing between tank panel flanges.

Tank cover shall be panel type or pitched type steel cover supported by trusses 600 x 600 square manhole and 100mm air-vent supplied as standard for each compartment.

Water level indicator shall be mechanical ball float type.

The ladder shall be aluminium or hot dip galvanised steel for internal and external access.

The tank finish shall be hot dip galvanized conforming to the most current BS EN/ISO standards. It shall have black bituminous coat.

#### Standard Thickness for 1.22m x 1.22m Tank Panel

Type	1.22m (H)	2.44m (H)	3.66m (H)	4.88m (H)
4th side panels				5mm
3rd side panels			5mm	5mm
2nd side panels		5mm	5mm	5mm
1st side panels	5mm	5mm	5mm	6mm
Bottom panels	5mm	5mm	5mm	6mm

The Sub-Contractor shall comply in all respects to the provisional and regulations of the By-laws of the Local Authority, Kenya Building Code, as 449 Part B5 1964. BS 4211, CP2 chapters V part 1 and 2.

The State Department for Public Works shall be responsible for design of the foundation subject to giving approval of the Sub-contractor's design of the tower and due allowance should be given for

this work to be carried out in Sub-Contractors programme of works. The Main Contractor shall be responsible for the construction of the foundation in accordance with approved designs.

#### **Structural Drawings and Calculations**

2No copies of general arrangement and fabrication drawings properly dimensioned and detailed showing the whole tower and its accessories together with 2No. copies of the structural calculations complying with all the relevant BS and CP are to be submitted for approval prior to the commencement of the work.

The calculations shall indicate the maximum downward and upward loads on the foundations for the Project Structural Engineer to design the foundation

**Testing** shall be done by filling the tank with water after erection. The water will be from the local supply and the Main Contractor shall apply from the Authority for connection. Testing shall be witnessed by the Project Engineer.

The Sub-Contractor shall guarantee the tanks against leaks, and the tower for a period of (12) months form the testing date. Any damage incurred due to bad workmanship shall be made good by the contractor.

#### **DRAWINGS**

#### **Mechanical Drawings**

As shall be issued during project execution.

# BILL OF QUANTITIES

## MECHANICAL INSTALLATION WORKS

ITEM	DESCRIPTION	QTY	UNIT	RATE (KSHS)	AMOUNT (KSH)
1.00.	ELEMENT . 1: MECHANICAL VENTILATION & AIR CONDITIONING				,
1.01	<b>Lecture Room Ventilation</b>				
	i) High wall mounted extract fan capable of 1300 m3/hr extraction/900m3/hr intake as XPelair WX12, ref. no. 90011AW complete with a wall mounting kit and all other necessary accessories.	84	No.		
	ii) Group Fan Controller EC6 Ref. 21854AW for item (i) above	42	No.		
	iii) Allow for final power connection to all the fans from the isolator	1	Sum		
1.02	Toilet Mechanical Ventilation				
	i) G.m.s duct				
	G.m.s Duct work 1.2mm thick for air exhaust connections.	120	SM		
	ii) Air extract fan				
	Centrifugal metal inline extract fan as XPelair Model XPRS355 Ref. 91500AA. Capacity 0.71m³/s at 1460rpm. Electrical power supply: Single phase 240V, 50Hz. mounted at high level.	12	No.		
	iii) In Wall Timer Switch				
	In wall countdown timer to automatically turn OFF ventilation fan. To be 7 button timer switch with push button to set the countdown timer switch: 1 min, 5 min, 10 min, 15 min, 20 min or 30 min.	12	No.		
	TOTAL C/F TO NEXT PAGE				

ITEM	DESCRIPTION	QTY	UNIT	RATE (KSHS)	AMOUNT (KSH)
	TOTAL C/F TO NEXT PAGE				
	iv) Grilles				
	Air extract grilles size 200 x 200mm	24	No.		
	v) Louvre				
	External weather louvre size 250 x 250mm in extruded aluminium. As "Trox" approved equivalent.	12	No.		
1.03	Split Air Conditioners				
	Supply, deliver and instal split air conditioner with the following specifications:  Refrigerant: R410A; Cooling load: 24 k Btu/h;  Cooling type: Jet; Indoor to outdoor distance: 12 m;  Controller: Wireless Remote Control;  Model: LG US-H2465NWO;  Warranty: 2 Years	13	No		
	TOTAL FOR ELEMENT NO. 1: MEO AND AIR CONDITIONING C/F TO				

ITEM	DESCRIPTION	QTY	UNIT	RATE (KSHS)	AMOUNT (KSHS)	
2.00.	ELEMENT NO. 2: SANITARY			, ,		
2.01	FITTINGS Water Closet Pan					
	Western type water closet pan consisting of horizontal outlet with S or P trap manufactured in accordance with BS5503:1990. The pan material shall be Vitreous China, white. It shall be screwed to floor. The pan shall be as Twyford Classic Low-Level WC Pan or approved equivalent.	60	No.			
2.02.	Toilet flush valve					
2.02.	Exposed type back entry complete with flush pipe and connector as COBRA Model- FLUSHMASTER FM1-100 / FFU1STFM-0GT0174, or approved equivalent.	60	No.			
2.03	Under Counter Basin					
	500 mm wide x 195 mm deep ceramic under counter wash basin complete with 1/2" chrome plated non-concussive pillar basin tap. To be as RAK Under Counter Basins 50cm [Model ROSAVB50] or approved equivalent.	60	No.			
2.04	Pedestal Wash Basin					
	Round wash hand basin, size 600 x 480 mm, 1 tap hole, full pedestal. Complete with 1/2" chrome plated non-concussive pillar basin tap. As E14321WH-Twyford or approved equivalent.	1	No.			
	TOTAL C/F TO NEXT PAGE		1			

ITEM	DESCRIPTION	QTY	UNIT	RATE (KSHS)	AMOUNT (KSHS)
	TOTAL C/F TO NEXT PAGE				
2.05.	Mirror				
	6mm thick polished plate glass, silver backed mirror with beveled edges, size 610 x 497mm plugged and screwed to wall with 4No. Chrome plated chrome capped screws and 5mm thick foam back nest.	60	No.		
2.06.	Toilet roll holde <u>r</u>				
	Toilet roll holder with stainless steel cover as Geesa Code 145.	60	No.		
2.07.	Coat Hook				
	Twyfords Bathrooms Ltd Ref. No. PB 0204 SI satin aluminium screw to wall Coat Hook 84 x 78 mm complete with screws.	60	No.		
2.08	Surface Automatic Liquid Soap Dispenser				
2.09	Automatic wall-mounted liquid soap dispenser of 1 L capacity, manufactured in stainless steel AISI 304, 0.8 mm thick. Level display located in the front part of the soap dispenser to constantly indicate the level of soap available inside the soap dispenser. Operates on 6 AA alkaline batteries or optionally, with an AC adapter. To be as Mediclinics Reference:  DJ0037AC or approved equivalent.  Paper Towel Dispenser	24	No.		
	The dispenser shall be of size W275 x H330x D133mm and suitable for size 100 x 260 mm maximum towels. The paper towel dispenser shall be as Mediclinics Surface Mounted Stainless Steel Paper Towel Dispenser, Reference model: DT0106CS, or approved equivalent.	24	No.		
	SUB-TOTAL C/F TO NEXT PAGE	1			

ITEM	DESCRIPTION	QTY	UNIT	RATE (KSHS)	AMOUNT (KSHS)
	SUB-TOTAL B/F FROM PREVIOUS				
2.10.	Urinal Bowls				
	Ceramic urinal bowl complete with 40mm heavy duty plastic bottle trap and 40mm diameter chrome plated outlet with grating firmly fixed on the wall with chrome plated screws. The fittings shall be as Roca or equal and approved.	30	No.		
2.11	Urinal Bowl Divisions				
2.11	Ceramic urinal bowl divisions separating the above described urinal bowls fixed firmly on the wall. The fittings shall be as Roca or equal and approved.	18	No.		
2.12	Urinal Bowl Flush Valves				
	32mm urinal bowl flush valve for the above urinal bowls complete with, back entry with integral vacuum breaker, non-hold-open features and non-return valve, inlet control stop and wall plate comprising flush valve, bent chrome plated flush pipe and rubber pipe connector. The flush valve to be push button type. The fittings shall be as 'Docol' or equal and approved.	30	No.		
	SUB-TOTAL C/F TO NEXT PAGE				

ITEM	DESCRIPTION	QTY	UNIT	RATE (KSHS)	AMOUNT (KSHS)
	SUB-TOTAL B/F FROM PREVIOUS	PAGE			
2.13	Copper tubing				
0.17	12mm diameter copper tubing 300mm long bent as required including union jointing to steel tubing and fittings.	72	No		
2.17	Angle Valve Angle valve for flexi tubes, ball-type, chrome. To include sliding wall flange, and 1/2" BSP male inlet x 1/2" BSP male outlet.	72	No		
	TOTAL FOR ELEMENT NO. 2: SAN SUMMARY PAGE				

ITEM	DESCRIPTION	QTY	UNIT	RATE (KSHS)	AMOUNT (KSHS)
3.00.	ELEMENT NO. 3: INTERNAL PLUMBING				
	Supply, deliver and install CPVC SDR-11 pipes and fittings for sizes upto 2" and SCH 80 for sizes above 2" upto 12". Tenderers must allow in their pipework prices for all the couplings, connectors, joints etc. required in the running length of pipework and also where necessary, for pipe fixing clips, holderbats plugged and screwed brackets and pipe sleeves through structural members.				
3.01	CPVC SDR-11 Pipe				
	i) Ø15 mm [1/2"]	160	LM		
	ii) Ø20 mm [3/4"]	160	LM		
	SUB-TOTAL C/F TO NEXT PAGE				

ITEM	DESCRIPTION	QTY	UNIT	RATE (KSHS)	AMOUNT (KSHS)
	SUB-TOTAL B/F FROM PREVIOU	S PAGE			
	iii) Ø40 mm [1-1/2"]	120	LM		
	iv) Ø50 mm [2"]	80	LM		
3.02	CPVC Pipe SCH80				
	i) Ø65mm [2-1/2"]	120	LM		
	ii) Ø80 mm [3"]	120	LM		
3.04	CPVC/SCH80 Fittings				
	a] Bends				
	i) Ø15 mm [1/2"]	150	No.		
	ii) Ø20 mm [3/4"]	150	No.		
	iii) Ø40 mm [1-1/2"]	30	No.		
	iv) Ø50 mm [2"]	30	No.		
	v) Ø80 mm [3"]	10	No.		
	b) Equal Tees				
	i) Ø15 mm [1/2"]	150	No.		
	ii) Ø20 mm [3/4"]	150	No.		
	iii) Ø40 mm [1-1/2"]	30	No.		
	iv) Ø50 mm [2"]	30	No.		
	vii) Ø80 mm [3"]	10	No.		
	SUB-TOTAL C/F TO NEXT PAGE	·			

ITEM	DESCRIPTION	QTY	UNIT	RATE (KSHS)	AMOUNT (KSHS)
	SUB-TOTAL B/F FROM PREVIOUS	PAGE			
3.04	Gate Valve				
	i) 20mm diameter approved high pressure screw- down full way non-rising stem solid wedge disc gate valve to BS 5154 PN 16 for Series B Rating with wheel head and joints to steel tubing. As "Crane Model 156" or equal and approved.	10	No.		
	ii) 25mm ditto	10	No.		
	iii) 32mm ditto	10	No.		
	iv) 80 mm ditto	1	No.		
3.05	Plastic Roof Tank  Supply, deliver and install cylindrical plastic water tank of capacity 6,000 litres(1,304 gallons) and preferred dimensions 1910 mm dia x 2170 mm high as KENTANK, model ccv600 or approved equivalent, complete with all accessories. Installation shall be done in accordance with manufacturer's specification to the satisfaction of Project Engineer.	4	No.		
	TOTAL FOR ELEMENT NO. 3: INTE	RNAL I	PLUMBIN	G C/F TO	

ITEM	DESCRIPTION	QTY	UNIT	RATE (KSHS)	AMOUNT (KSHS)
4.00.	ELEMENT NO. 4: FOUL WATER & SOLID WASTE DRAINAGE				
	Supply, deliver and install the following UPVC, MUPVC, soil and waste systems respectively to B.S 5255 with fittings fixed to Manufacturer's Printed instructions and manufactured by reputable manufacturers. Tenderers must allow in their pipework prices for all the couplings, clippings, connectors, joints etc. as required in the running lengths of pipework and also where necessary, for pipe fixing clips, holder bats plugged and screwed for the proper and satisfactory functioning of the system.				
4.01	MuPVC and uPVC Waste and Soil pipework				
	i) Ø 150mm heavy gauge grey mUPVC pipe	100	Lm		
	ii) Ø100mm heavy gauge grey mUPVC pipe	100	Lm		
	iii) Ø100mm heavy gauge golden brown UPVC pipe	100	Lm		
	iv) Ø50mm waste pipe	120	Lm		
	v) Ø40mm waste pipe	120	Lm		
	vi) Ø32mm waste pipe	120	Lm		
	SUB-TOTAL C/F TO NEXT PAGE				

ITEM	DESCRIPTION	QTY	UNIT	RATE (KSHS)	AMOUNT (KSHS)		
	SUB-TOTAL B/F FROM PREVIOUS P	-TOTAL B/F FROM PREVIOUS PAGE					
4.02.	Bends						
	i) Ø100mm bend with access	72	No.				
	ii) Ø50mm sweep bend	72	No.				
	iii) Ø32mm sweep bend	72	No.				
4.03	Tees						
	i) Ø50mm sweep tee	72	No.				
	ii) Ø32mm sweep tee	72	No.				
4.04	WC Connectors						
	Ø100 mm WC connector	72	No.				
4.05	Traps						
	i) 100 x 50mm diameter floor trap and grating	72	No.				
	ii) Standard 300 x 300 x 450mm masonry gully trap complete with 125mm thick reinforced concrete cover.	6	No.				
4.06	Weathering Slates and Vent Cowls						
	i) Ø100mm weathering slate and apron.	2	No.				
	ii) Ø100mm vent cowl	2	No.				
	SUB-TOTAL FOR C/F TO NEXT PAGE	E					

ITEM	DESCRIPTION	QTY	UNIT	RATE (KSHS)	AMOUNT (KSHS)
	SUB-TOTAL FOR B/F FROM PREVIO				
4.07	Manholes				
	Construct manhole size 600 x 450 x 800 mm deep as instructed including benching to bases and plaster with water proof cement (Provide metallic frame and grease accordingly).	6	No.		
4.08	Manhole cover				
	Cast iron manhole cover 18" X 24" X 47.5KG (HEAVY DUTY).	6	No.		
4.09	Excavations				
	Excavate and backfill a trench not exceeding 1.5 m deep for underground upvc pipe.	60	LM		
	TOTAL FOR ELEMENT NO. 4: FOUL V SUMMARY PAGE				

ITEM	DESCRIPTION	QTY	UNIT	RATE (KSHS)	AMOUNT (KSHS)
5.00.	ELEMENT NO. 5: HIGH AND LOW LEVEL PRESSED STEEL WATER TANKS				
5.01	High Level Water Tank				
	i) Supply, deliver and assemble a high level water tank, made of pressed steel sectional plates 6mm thick and of size 1220mm x 1220mm. Capacity of tank to be 58,000 litres (15,322 gallons) and of preferred dimensions 4880mm x 4880mm x 2440mm. The Tank to come complete with tank cover, mosquito proof inspection vent, internal stays, jointing material, bolts and nuts including applying two coats of non-toxic bituminous paint on the inside and two coats of aluminum paint on the outside.	1	No.		
	ii) Level regulator	1	No.		
	iii) Water level indicators (one in litres, other in gallons)	2	No.		
	iv) Internal ladder	1	No.		
	v) External ladder for tank platform	1	No.		
	vi) Galvanized platform with features described in the particular specifications	1	No.		
	vii) Tower ladder and protection cage of 15m high	1	No.		
	SUB-TOTAL FOR C/F TO NEXT PAGE				

ITEM	DESCRIPTION	QTY	UNIT	RATE (KSHS)	AMOUNT (KSHS)
	SUB-TOTAL B/F FROM PREVIOUS I	PAGE			
	viii) Steel tower 21 m high with features as described in the particular specifications.	1	No.		
5.02	Low Level Water Tank				
	i) Assemble a low level water tank made of pressed steel sectional plates, 6mm thick and of size 1220mm x 1220mm. The capacity of tank to be approximately 108,000 litres (28,531 gallons) and of preferred dimensions 6100mm x 4880mm x 3660mm. The tank to rest of dwarf walls erected by others. The tank to be complete with tank cover, mosquito proof inspection vent, internal stays, including applying two coats of non-toxic bituminous paint on the inside and two coats of aluminum paint on the outside.	1	No.		
	ii) Water level indicators (one in litres, other in gallons)	2	No.		
	iii) Internal ladder	1	No.		
	iv) External ladder	1	No.		
	v) Level regulator	1	No.		
	SUB-TOTAL C/F TO NEXT PAGE				

ITEM	DESCRIPTION	QTY	UNIT	RATE (KSHS)	AMOUNT (KSHS)			
	SUB-TOTAL B/F FROM PREVIOUS PAGE							
	vi) 100 x 8 mm thick steel plate	20	Lm					
5.03	Valves							
	i) 50 mm diameter high pressure gate valve with wheel and jointing to tubing.	6	No.					
	ii) 50 mm diameter flanged non-return valve.	3	No.					
5.04	Booster Pumps							
	i) Supply, deliver and install electrically driven twin booster pumps capable of delivering 6.31litres/sec against a total static head of 30 metres with a 3-phase power source. The pump to be as GRUNDFOS model CR 15-3 or equal and approved equivalent pumps to be installed on an anti-vibration mounted platform.	1	Set					
	ii) Supply, deliver and install a control panel with removable front access cover, motor control gear, internal buttons with automatic change over "running" and "trip" neon lights control system, overload, protection, power surge protection, button for change from automatic to manual operation plus any other necessary controls	1	Item					
	SUB-TOTAL C/F TO NEXT PAGE	,						
	SOD-TOTAL OF TO NEAT TAGE							

ITEM	DESCRIPTION	QTY	UNIT	RATE (KSHS)	AMOUNT (KSHS)	
	SUB-TOTAL B/F FROM PREVIOUS PAGE					
	iii) Allow for electrical works wiring and fitting to pumps, control panel and float switches from Isolator provided by others.	1	Item			
5.05	Pipework					
	i) 50mm dia. gms pipe	50	Lm			
	ii) 80mm dia ditto-	20	Lm			
5.06	Bends/Elbows					
	i) 50mm dia. Bend/Elbows	5	No.			
	ii) 80mm dia. – ditto –	2	No.			
5.07	Tees					
	i) 50mm dia.	5	No.			
	ii) 100x50mm dia.	2	No.			
5.06	Allow for sterilization including flushing out water and chlorine to the satisfaction of the Engineer	1	Item			
5.07	Allow for setting to work, testing and commissioning of the whole system to the satisfaction of the Engineer.	1	Item			

ITEM	DESCRIPTION	QTY	UNIT	RATE (KSHS)	AMOUNT (KSHS)
6.00.	ELEMENT NO. 6: FIRE PROTECTION				
6.01.	PORTABLE FIRE EXTINGUISHERS				
	i) 9 litre Foam Fire Extinguisher				
	* Class of fire: A, B; *Fire rating: 21A/183B; *Working pressure: 9 bar; *Discharge time: 45 sec.; *Range of jet (horizontal): 4-6 meters	24	No.		
	ii) 5kg Carbon Dioxide Fire Extinguishers				
	* Class of fire: B,C; *Fire rating: 55B; *Working pressure: 9 bar; *Discharge time: 6 sec.; *Hose and horn or swivel horn	24	No.		
	iii) 9kg Dry Powder Fire Extinguishers				
	* Class of fire: A, B,C; *Fire rating: 55A/183B; *Working pressure: 12 bar [pressure gauge included]; *Discharge time: 15 sec.; *Range of jet (horizontal): >6 meters	24	No.		
6.02	Manual Alarm Bell				
	9" (225mm) manual operated alarm bell (Gong)	24	No.		
	SUB-TOTAL C/F TO NEXT PAGE	1			

ITEM	DESCRIPTION	QTY	UNIT	RATE (KSHS)	AMOUNT (KSHS)
	SUB-TOTAL B/F FROM PREVIOUS I				
6.03	FIRE HOSEREEL SYSTEM				
	i) Hose Reel 25mm diameter 30 m long swinging type fire hose reel complete with delivery valve, mild steel feed pipe, isolation valve guide, electro-galvanized surface mounted hose reel cabinet in approved colour. and all other accessories as "GERMANIA" or equal and approved.	24	No.		
	ii) Pumps for boosted hose reel system				
	Fully automatic packaged unit water pressure booster pump set, capable of delivering 1.2 litres/sec against a static head of 24 metres. The pump set shall comprise 2 No. pumps (one duty, the other on stand-by), mountings, control gear, pressure switch and pneumatic vessel, all on a common frame.  Control shall be effected via a pressure switch through a pre-wired control panel, and which shall give full automatic changeover from duty to stand-by after every cycle of operation. The controls shall also include motor under-voltage / over-voltage protection devices and incorporate a float switch for protection against dry running.  The pump set shall be pre-assembled complete with pipework, and fittings (unions, strainers, isolation valves, non-return valves etc) ready for connection to water tank outlet and to the hose reel supply to pipework.  The pump set shall be as "Pullen Fire Pak" as manufactured by Pullen pumps Ltd or approved equivalent.	1	Set		
	SUB-TOTAL C/F TO NEXT PAGE				

ITEM	DESCRIPTION	QTY	UNIT	RATE (KSHS)	AMOUNT (KSHS)
	SUB-TOTAL B/F FROM PREVIOUS F				
	iii) Control Panel The control panel shall have removable front access cover and shall be made of anodized mild steel. To be complete with motor controls gear, internal buttons with automatic change over, overload protection, power surge protection, cables, low level cut out switch at the intake, buttons for change from automatic to manual operation, contactors, timers and all other accessories necessary for the automatic operation of the pump.	1	No.		
	iv) GMS Pipework				
	a) 50mm dia. GMS pipes	60	Lm		
	b) 25mm dia. ditto	12	Lm		
	c) 50mm diameter bends/elbows	10	No.		
	d) 25mm diameter ditto	10	No.		
	v) Tees				
	a) 50 x 50 x 50 mm GMS tee	10	No.		
	b) 50 x 50 x 25 mm tee	10	No.		
	vi) Valves				
	50mm dia. approved medium pressure screw down full way non- rising stem wedge gate valve to BS 1952, with wheel and head joints to tubing. The gate valve to be as "Pegler" or approved equivalent.	4	No.		
	SUB-TOTAL C/F TO NEXT PAGE				

ITEM	DESCRIPTION	QTY	UNIT	RATE (KSHS)	AMOUNT (KSHS)
	SUB-TOTAL B/F FROM PREVIOUS	PAGE			
	vii) Non-Return Valves				
	50 mm flanged non-return valve	5	No.		
6.04	FIRE SIGNAGE				
	FIRE SIGNAGE				
	Allow for fire signage to the satisfaction of Project Engineer.	1	Item		
	TOTAL FOR ELEMENT NO.6: FIRE I SUMMARY PAGE	PROTEC	TION C	/F TO	

### **SUMMARY PAGE**

ITEM	DESCRIPTION	AMOUNT (KSHS)
1.00.	MECHANICAL WORKS	
1.01	Total for Element No 1: Air Conditioning and Mechanical Ventilation	
1.02.	Total for Element No 2: Sanitary Fittings	
1.03	Total for Element No 3: Internal Plumbing	
1.04.	Total for Element No 4: Foul Water/ Solid Waste Drainage	
1.05.	Total for Element No 5: High & Low Level Pressed Steel Water Tanks	
1.06	Total for Element No 6: Fire Protection	
4.00.	PROVISIONAL SUMS	
4.01	Contingency	3,000,000.00
4.02	Record Drawings	100,000.00
4.03	Allow for expenses associated with Continuous Professional Development (CPD) activities.	150,000.00
	TOTAL CARRIED TO GRAND SUMMARY PAGE	

### TECHNICAL SCHEDULE

### GENERAL NOTES TO THE TENDERER

- 1.1 The tenderer shall submit technical schedules for all materials and equipment upon which he has based his tender sum.
- 1.2 The tenderer MUST also submit separate comprehensive descriptive and performance details including brochures for all plant apparatus and fittings described in the technical schedules. Manufacturer's literature shall be accepted. Failure to comply with this shall lead to tender disqualification.
- 1.3 Completion of the technical schedule shall not relieve the Contractor from complying with the requirements of the specifications except as may be approved by the Engineer.

### a) TECHNICAL SCHEDULES

IJ	TECH	ICAL SCIEDULES			
	ITEM	DESCRIPTION	MAKE	MODEL	COUNTRY OF ORIGIN
	1	Extract fan			
	2	Air Conditioner			
	3	Under-counter wash hand basin			
	4	Automatic Liquid Soap Dispenser			
	5	Paper towel dispenser			
	6	Portable fire extinguishers			
	7	Hose reel			
	8	Hose reel booster pump			
	9	Toilet flush valve			
	10	Water booster pump			

BILL NO. 5:  1.01.0 LV SWITCHBOARD  415 Volts, Metal clad, floor mounting freestanding Main LV Switchboard with 600 Amperes TPN bus bars fully wired for one incoming MCCB, 12 No. TP outgoing MCCBs with suitable large scale Ammeter, Voltmeter, Selector switches and provision for KPLC metering equipment and cut outs all as detailed in the drawings including testing, provision for earthing and labeling the board complete with all fixing marterials and accessories.  i) 1X600A TPN incomer  ii) 2No. 30A TP  iii) 3No.63A TP  iv) 4No.100A TP  v) 3No.250A TP  vi) 5No. TPN spare ways	
1.01.0 LV SWITCHBOARD  415 Volts, Metal clad, floor mounting freestanding Main LV Switchboard with 600 Amperes TPN bus bars fully wired for one incoming MCCB, 12 No. TP outgoing MCCBs with suitable large scale Ammeter, Voltmeter, Selector switches and provision for KPLC metering equipment and cut outs all as detailed in the drawings including testing, provision for earthing and labeling the board complete with all fixing marterials and accessories.  i) 1X600A TPN incomer  ii) 2No. 30A TP  iii) 3No.63A TP  iv) 4No.100A TP  v) 3No.250A TP	
415 Volts, Metal clad, floor mounting freestanding Main LV Switchboard with 600 Amperes TPN bus bars fully wired for one incoming MCCB, 12 No. TP outgoing MCCBs with suitable large scale Ammeter, Voltmeter, Selector switches and provision for KPLC metering equipment and cut outs all as detailed in the drawings including testing, provision for earthing and labeling the board complete with all fixing marterials and accessories.  i) 1X600A TPN incomer  ii) 2No. 30A TP  iii) 3No.63A TP  iv) 4No.100A TP  v) 3No.250A TP	
ii) 2No. 30A TP iii) 3No.63A TP iv) 4No.100A TP v) 3No.250A TP	
iii) 3No.63A TP iv) 4No.100A TP v) 3No.250A TP	
iv) 4No.100A TP v) 3No.250A TP	
v) 3No.250A TP	
vi) 5No. TPN spare ways	
Total c/f to Next Page	

ITEM	DESCRIPTION	QTY	UNIT	RATE (KSHS)	AMOUNT (KSHS)
	Total b/f from Previous Page			(IXOIIO)	(110110)
1.01.1	Earthing of Meterboard comprising of copper earth electrode of size 1500mm long and 15mm diameter enclosed by a concrete manhole of size 300X300X450 mm with removable concrete cover and a 38mm diameter PVC heavy gauge lead in duct and bonded to the boards using 16mm sq cable as per the latest IEEE Requirements	1	Item		
1.01.2	200KVA Automatic Voltage Regulator, AVR, wired before Main distribution board on the ground floor, with the following: i)Power Supply: 3-phase, 415/240V ii)Operation: Individual phases to be regulated independently iii)Input Voltage Tolerance: + 25% of nominal supply voltage iv)Output: + 1% of 415/240V.	1	Item		
1.01.3	400A TPN Manual by-pass switch across the AVR.	1	No		
1.01.4	Trenching to a minimum depth of 0.7 m, Laying, Sifting, Tilng, Back Filling and Compacting to Ground Level for the ducts 600x450x600mm deep Manhole complete with heavy Duty Cover and all and all Accessories.	50	Lm		
1.01.5	200X200X75mm heavy gauge galvanized steel adaptable box for power	300	Lm		
	i)50 mm Ø H.G PVC DUCTS	100	Lm		
	Total c/f to Next Page				

ITEM	DESCRIPTION	QTY	UNIT	RATE (KSHS)	AMOUNT (KSHS)
	Total b/f from Previous Page				
	ii)100 mm Ø H.G PVC DUCTS	100	Lm		
	iii)Hatari Concrete Tiling Buried 400 mm underground for the power supply cables.	50	Lm		
1.02.0	ARMOURED CABLE				
1.02.1	70.0mm2 4 core PVC .S.W.A PVC underground CU cable from 600A LV Switch Board to the comples MV Board.	50	Lm		
1.02.2	Trenching to a minimum depth of 0.7 m, Laying, Sifting, Tiling with Hatari Tiles, Back Filling and Compacting to Ground Level for the ducts	45	Lm		
1.03.0	LIGHTING POINTS				
	Lighting point wired in 3×1.5 mm2 single core PVC cables drawn in 20mm heavy gauge conduits concealed in walls and floors,1&2-way switched but excluding the light fitting itself.				
	i)One way switching	205	No		
	ii)Two way switching	60	No		
	iii)Three gang 2way switching	48	No		
	iv)Intermediate switching	24	No		
1.04.0	LIGHTING FITTINGS.				
1.04.1	10A Screwless Ivory Switch Plates flush mounted on walls as MK or approved equivalent.				
	i) 1 gang 2 way	205	No		
	ii) 2 gang 2 way	60	No		
	iii) 3gang 2 way	48	No		
	iv) 40A DP switch	8	No		
	v) Intermediate switch	24	No		
	Total c/f to Next Page				

ITEM	DESCRIPTION	QNT Y	UNIT	RATE (KSHS)	AMOUNT (KSHS)
	Total b/f from Previous Page				
1.04.2	Light Fittings complete with all accessories and lamps as follows:				
	i)Standard Recessed 6000K 2900-3100 LED 600 X 600 coolday Panel Light ,as PHILLIPS or approved eguivalent	270	No		
	ii) Circular Recessed Ceiling Downlight Light 840PSU P16 CORELINE as PHILLIPS.	132	No		
	iii) Circular Ceiling Light 31816 27K WHT 20W as PHILLIPS LED or approved equivalent for Washrooms.	108	No		
	iv) Circular Lora Ceiling light 1x22W as PHILLIPS LED for Stairways.	66	No.		
	v) Self-contained single sided EXIT sign with 8W fluorescent lamp for non-maintained emergency lighting for 3 hour duration as THORN EF X3.	24	No.		
	vi)Surface mounted bulkhead with die cast aluminum body and opal polycarbonate diffuser,IP65 round shape as thorn roller or approved equivalent complete with 11w LED bulbs(security lighting)	14	No		
1.05	SOCKET OUTLET AND POWER POINTS				
1.05.1	13A Ring Mains Raw Socket Outlet Points wired in 3 x 2.5 mm2 SC PVC insulated CU cables drawn in 25 mm Ø HG PVC conduits concealed in building fabric complete with all the necessary accessories excluding socket outlet plate.	300	No		
1.05.2	Radial Power Point wired in 3 x 2.5 mm2 SC PVC insulated CU cables drawn in 25 mm Ø HG PVC conduits concealed in building fabric complete with all the necessary accessories excluding 20A Dual Pole Switch for the Kitchen Hood.	180	No.		
	Total c/f to Next Page		<u> </u>		

ITEM	DESCRIPTION	QTY	UNIT	RATE (KSHS)	AMOUNT (KSHS)
	Total b/f from Previous Page	•			
1.05.3	Radial Power Points wired in 3 x 4.0 mm2 SC PVC insulated CU cables drawn in 25 mm Ø HG PVC conduits concealed in building fabric complete with all the necessary accessories excluding 20A Dual Pole Switch for Air Conditioner Indoor Units	60	No		
1.05.4	Radial Power Point wired in 3 x 2.5 mm2 SC PVC insulated CU cables drawn in 25 mm Ø HG PVC conduits concealed in building fabric complete with all the necessary accessories excluding 13A Fused Switched Connection Unit for the Fire Alarm Panel.	6	No		
1.05.5	Data/Telephone outlets points comprising of 20mm2 HG PVC conduits and complete with a draw wire.	78	No		
1.05.6	TV Outlet points wired with 75 Ohms coaxial cable drawn in concealed 20mm2 PVC HD conduit from housing unit to amplifier in ceiling space via Telephone/television draw boxes.	30	No		
1.05.7	Cooker unit wired using 3×6.0mm2 PVC single core cables in 25mm heavy gauge PVC conduits concealed in walls and floors and excluding the socket outlet itself	6	No		
1.05.8	Automatic Hand drier circuit completely wired in 3×2.5mm2 PVC CU cables drawn in concealed 25mm HG PVC conduits.	24	No		
	Total c/f to Next Page				

ITEM	DESCRIPTION	QTY	UNIT	RATE (KSHS)	AMOUNT (KSHS)
	Total b/f from Previous Page				
1.05.9	45A Cooker unit complete as T&J or any other approved equivalent.	6	No		
1.05.10	13A Twin Ivory sockets outlets as T&J or approved equivalent	480	No		
1.05.11	Flat TV/coax single Ivory socket plate as MK or approved equivalent	30	No		
1.05.12	RJ45, Data/Telephone Moulded plate as BG, CLIPSAL or approved equivalent.(Twin)	78	No		
1.05.13	45A DP Ivory Switch as in T&J or any other approved equivalent	6	No		
1.06	CONSUMER UNITS / DISTRIBUTION BOARDS & SUB-M	AINS			
1.06.1	Submains comprising 4Core 35 mm2 PVC/SWA/PVC CU cable drawn in cable tray complete with all the necessary accessories from the Meterboard to the Floor Distribution Board.	45	Lm		
1.06.2	600mm x 150mm, steel, hot dip galvanised, cable ladder for power cables complete with all accessories laid in duct.	180	Lm		
1.06.3	250mm x 50mm deep two compartment metal trunking constructed from heavy gauge powder coated steel, and shall be complete with all accessories for coupling and earthing for power cables. The trunking shall be anglualr section. Allow for colour change to Architect's detail.	360	Lm		
	Total c/f to Next Page				

ITEM	DESCRIPTION	QTY	UNIT	RATE (KSHS)	AMOUNT (KSHS)
	Total b/f from Previous Page				
	i) Twin Outlet Plate	300	No		
	ii) Dual Data/Telephone Outlet Plate	480	No		
	iii) Carry out bonding throughout the entire length of the trunking and connect to earthing.	6	Item		
1.06.4	12-way 100A TPN distribution board surface mounted complete with 100 A TP integral isolator and lockable cover and all accessories excluding MCBs as Harvels	6	Item		
1.06.5	The following MCBs as Harvels or approved equivalent for item above.				
	i)10A SP MCB	54	No		
	ii)20A SP MCB	42	No		
	iii)32A SP MCB	36	No	-	
	iv) 45A TP MCB v)Blanking Plate	6 66	No N0		
	V)Blanking 1 late	00	110		
1.06.6	Submains comprising 4Core 16 mm2 PVC/SWA/PVC CU cable drawn in cable tray c/w all the necessary accessories from the Main LV switchboard to the power Room.	150	Lm		
1.06.7	300mm x 50mm perforated, steel, hot dip galvanised, cable tray for data cables c/w all accessories.	360	Lm		
	Total c/f to Next Page				

ITEM	DESCRIPTION	QTY	UNIT	RATE (KSHS)	AMOUNT (KSHS)
	Total b/f from Previous Page	1		1	
1.06.8	Earthing the complex comprising of copper earth electrode of size 1500mm long and 15mm diameter, 25x3mm copper tape, concrete man hole of size 300x300x450mm with removable concrete cover and a 38mm diameter PVC heavy gauge lead in duct and bonded to the boards using 16mm sq cable as per the latest IEEE regulations.	1	Item		
	T 4 1 P 1 1 4 (64				
ITEM	Total Bill No. 1 c/f to summay page  DESCRIPTION	QTY	UNIT	RATE (KSHS)	AMOUNT (KSHS)

2.00.	BILL NO.2: FIRE DETECTION AND ALARM SYSTEM				
2.01	Photoelectric Smoke detector point completely wired in wired in 2X1.5mm2 heat resistant screened cables in 20mmØ concealed HG PVC conduits including all accessories but excluding the detector.	12	No.		
2.02	Electronic Sounder and Beacon point completely wired in wired in 2X1.5mm2 heat resistant screened cables drawn in 20mmØ concealed HG PVC conduits including all accessories but excluding the Sounder and Beacon Unit	6	No		
2.03	Call point completely wired in 2x1.5mm2 heat resistant screened cables drawn in 20mmØ concealed HGPVC conduits including all accessories but excluding call unit	24	No		
2.04	Addressable Resettable call point incorportating integral short circuit isolator and reset key as Menvier or Approved Equivalent.	6	No		
	Total c/f to Next Page			DATE	ANGOTINE
ITEM	DESCRIPTION	QTY	UNIT	RATE (KSHS)	AMOUNT (KSHS)
	Total b/f from Previous Page				

	1		]	
2.05	Addressable Electronic Fire Alarm sounder complete with Red Flashing beacon as MENVIER or approved equivalent.	6	No	
2.06	Addressable optical smoke detector as Menvier MENVIER or equal and approved	72	No	
2.07	Addressable photo thermal sensor as Menvier MENVIER or equal and approved	6	No	
2.08	6 Loop Addressable fire detection and alarm panel complete with 72 hour stand by batteries,zone indicator lights,test and supervisory buzzer as Honewel ID3000 or equal and approved equivalent.	1	No	
2.09	Any other item to complete the installation	1	No	
	Total Bill No. 2 c/f to summay page		<u> </u>	

ITEM	DESCRIPTION	QTY	UNIT	RATE (KSHS)	AMOUNT (KSHS)
3.00.	BILL NO. 3:SECURITY SYSTEMS.			(220240)	(ARVARV)
3.01	DVR 32 channel	2	No		
3.02	High definition cameras for indoor/outdoor operations crystal clear	90	No		
3.03	Hard disk drive 8TB	1	No		
3.04	Indoor/Outdoor wi-fi,Battery Powered Security Camera System Rechargable 1080p HD with 2- Way Talk Night vision and Motion Alerts Reolink	6	No		
3.05	5MP Out door Security camera Smart Human/Vehicle Detection.	2	No		
3.06	Cctv outlet points wired in 2x2.5mm2 coaxial cable RG 59 drawn in H/G PVC 20mm Ø conduit concealed c/w all its accessories .	96	No		
	Total c/f to Next Page		•	-	
ITEM	DESCRIPTION	QTY	UNIT	RATE (KSHS)	AMOUNT (KSHS)

	Total b/f from Previous Page				
3.07	60A power surge protector/AVS	1	No		
3.08	Power jack	50	No		
3.09	100mmx100mm enclosure boxes	96	No		
3.10.1	BMC connectors	50	No		
3.10.2	43' LG tv HD complete with VGA port	2	No		
3.10.3	30A Power supply unit  Total Bill No. 3 c/f to summay page	1	No		
4.00.	BILL NO. 4:LIGHTENING PROTECTION				
4.01	25mmx3mm copper tape including copper saddles at 1500mm intervals and bonding to water tanks and other metal work in the roof , all as FURSE	200	Lm		
4.02	state holdfast as FURSE cat no.HF015 to fix the above tape to the roof	220	No		
4.03	Copper air terminations (lightning arrestors) inclusive of base clamp and all fixing materials as FURSE	4	No		
4.04	Test clamp as FURSE  i) EARTHING.	6	No		
4.05	Earthing comprising of the following and any other necessary accessories:-				
	i) 15 mm x 1800 mm earth rod as FURSE cat. No. RB 105.	6	No		
	ii) 15 mm dia. Driving stud as FURSE cat.No. ST100.	6	No		
	iii) Rod to tape clamp as FURSE.	6	No		
	Total c/f to Next Page				
ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Total b/f from Previous Page	<u> </u>		(KSHS)	(KSHS)

	II NISII				
	iv) Concrete inspection pit as FURSE cat. No.PT005. (or a well made 320mm x 320mmx 210 mm depth pit.)	4	No		
	v) 25x3mm copper tape	20	No		
4.06	1500mm x 1500mm copper earth mat (pure copper electrode) made from 25mm x 3mm copper tape at 300mm spacing, buried at permanent moisture level and complete with all clamps, welding joints and 6m long 25mm x 3mm insulated copper tape clamped to the down conductors.	280	Lm		
4.07	Bonding and clamping to all metal work including water pipes, gas pipes, hand-rails, air-conditioning uits, window frames, cladding, metal roof etc and the main earth for the building.	1	Item		
	Total Bill No. 4 c/f to summay page		-	•	
5.00.	BILL NO.5: CENTRALIZED ANTENNA SYSTEM				
5.01	Mast head High gain amplifier units.	2	No		
5.02	VHF aerial as Ellies or equivalent.	2	No		
5.03	UHF aerial as Ellies or equivalent.	4	No		
5.04	6 Way splitter unit as Ellies or equivalent.	8	No		
5.05	Combiner unit as Ellies or equivalent.	8	No		
5.06	5A high voltage guard as sollatec	8	No		
	Total c/f to Next Page				
	O .	1		RATE	AMOUNT
ITEM	DESCRIPTION	QTY	UNIT	(KSHS)	(KSHS)

	]			
5.07	Security lock box made of 16SWG steel sheet with auto lacquer	0	N	
5.07	finish for the equipment complete with Yale locks	8	No	
5.08	Adjustable telescopic antenna mast.	2	No	
	]			
	1			
	Total Bill No. 5 c/f to summay page			
	Tom Diffice of to building page			

	SUMMARY PAGE			
ITEM	DESCRIPTION			AMOUNT (KSHS)
1.00.	Total for Bill No. 1 Electrical Installation			
2.00.	Total for Bill No. 2 Fire Detection and Alarm system			
3.00.	Total for Bill No. 3 Security System			
4.00.	Total for Bill No. 4 Lightening Protection			
5.00.	Total for Bill No. 5 Centralised Antenna system			
	Sub-Total			
6.00.	Provisional sums			
	i) KPLC supply and metering			600,000.00
	ii) Allow for project Management and installed Drawing	ţS.		350,000.00
	iii) Contigency			1,000,000.00
	Total Carried to Form of Tender			
	Amount in words			
	PIN NO(provide copy)			
	VAT CERTIFICATE NO(provide copy)			
	Witness Adress			
	Date	1	Signatre	

ITEM	DESCRIPTION	KSH
	BILL NO. 6- P.C & PROVISIONAL SUMS	
A	Allow a provisional sum of Four million Kenya shillings for contigencies	4,000,000
В	Allow a provisional sum of one million Kenya shillings for external and landscaping works	2,000,000
	ps 1	6,000,000

### PROPOSED TUITION BLOCK COMPLEX AT

KISIINATIONAL POLYTECHNIC

WP ITEM NO.: W.P. ITEM NO.: D1064/KNP/2022 (1)

### GRAND SUMMARY

GRAND SUMMARY								
ITEM	DESCRIPTION	TENDERER'S	OFFICIAL USE					
		AMOUNT	ONLY					
I	Bill No. 1- Particular Preliminaries							
2	Bill No. 2- General Preliminaries							
4	Diff 10. 2 General Freminiaries							
,	Bill No. 3- Builders works							
3	Dill 140. 3- Dunders works							
4	Bill No.4- Mechanical works							
~								
5	Bill No. 5- Electrical works							
	•							
6	Bill No. 6- PC and Provisional Sums							
	TOTAL							
	GRAND TOTALS FOR WORKS CARRIED							
	TO FORM OF TENDER							
Amo	unt of tender in words: Kenya Shilings		•••••					
		•••••	•••••					
Тап	lerer's signature and stamp							
1 end	ierer's signature and stamp	••••••	•••••					
Add	ress							
Date		•••••	•••••					
Witı	ness: Name and signature		•••••					
	•							
Desc	Description							
Add	ress	••••••	••••••					
Date			••••					
Gsi								



**CLIENT: KISII NATIONAL POLYTECHNIC** 

PROJECT: PROPOSED CONSTRUCTION OF NEW TUITION BLOCK

	LIST OF DRAWINGS					
00	KNP/00	COVER PAGE				
01	KNP/01	DRAWING INDEX				
02	KNP/02	GROUND FLOOR PLAN LAYOUT				
03	KNP/03	TYPICAL 1-5 FLOOR PLAN LAYOUT				
04	KNP/04	FRONT & RHS ELEVATION				
05	KNP/05	REAR & LHS ELEVATION				
06	KNP/06	BUILDING SECTION				
07	KNP/07	DOOR & WINDOOW SCHEDULE				
08	KNP/08	ROOF PLAN				
09	KNP/09	3D RHS SHOT VIEW				
10	KNP/10	3D LHS SHOT VIEW				
11	KNP/11	400 PERSON SEPTIC TANK/BIODIGESTER				
12	STR/01	STRUCTURAL FOUNDATION LAYOUT				
13	STR/02	STRUCTURAL BEAM LAYOUT				
14	STR/03	STRUCTURAL RC SLAB LAYOUT				
15	STR/04	STRUCTURAL RC COLUMN				
16	STR/05	STRUCTURAL RC COLUMN & RC BASES				
17	STR/06	STRUCTURAL RC BEAMS				
18	STR/07	STRUCTURAL RC BEAMS & STAIR				
19	STR/08	STRUCTURAL RC RAMP PLAN DETAILS				
20	STR/09	STRUCTURAL RC RAMP SECTION DETAILS				
21	STR/10	STRUCTURAL RC ROOF LAYOUT				
22	STR/11	STRUCTURAL RC ROOF TRUSS DETAILS				
22	STR/12	STRUCTURAL RC LIFT SHAFT DETAILS				

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-5000 litres water tank or above plus a pressure pump to be installed for use ingrase of fire.

to be installed for use incase of fire.

### REVISION

Date	Description	Sign

PROPOSED TUITION BLOCK FOR KISII NATIONAL POLYTECHNIC

Client

KISII NATIONAL POLYTECHNIC P. O. BOX 222 - 40200 KISII - KENYA

WORKING DRAWINGS

Client's Approval.....

Drawing title:

Project No: KNP/KISII/01 Drawing No: KNP/01 MAR. 2022 MAR. 2022

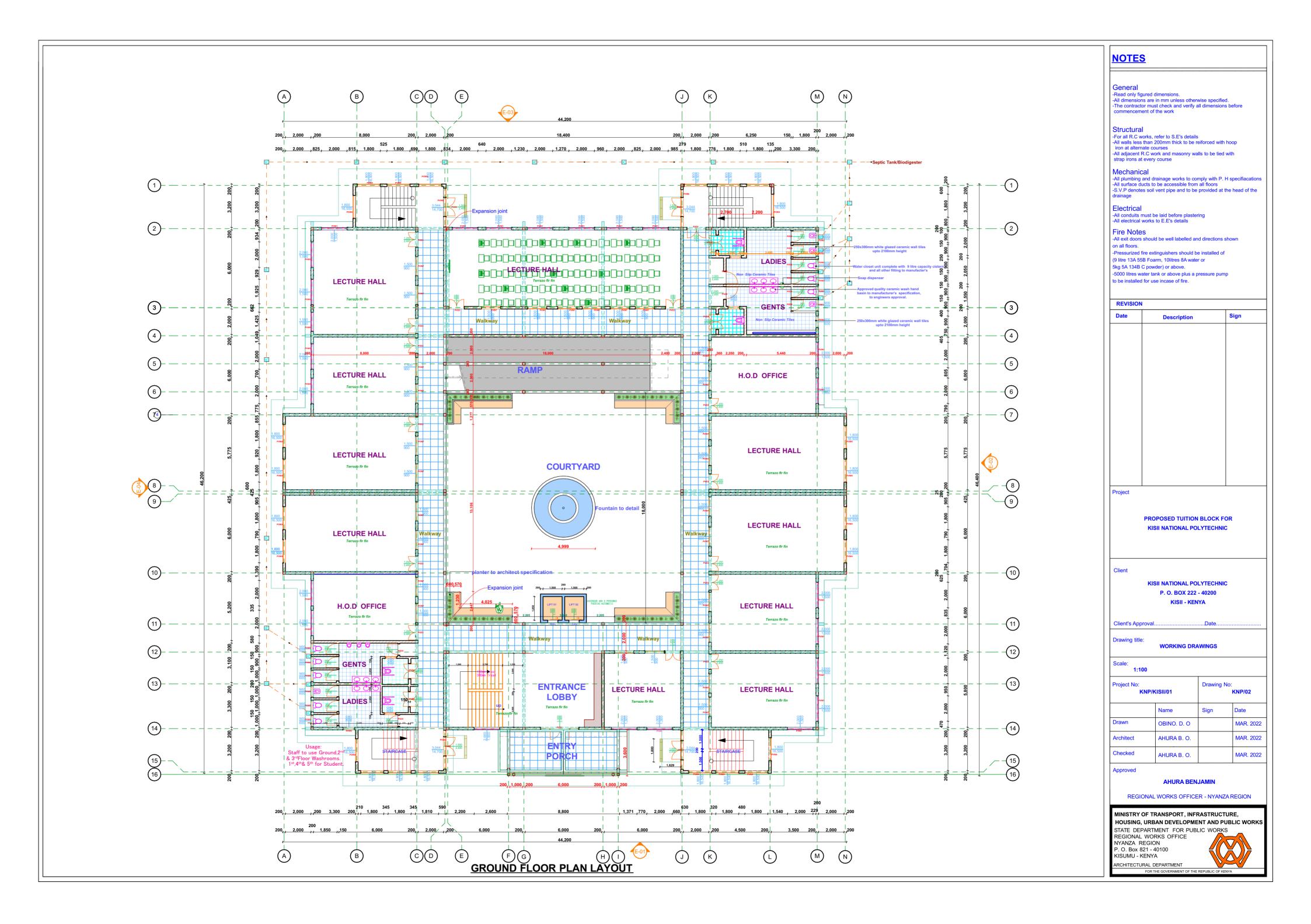
AHURA B. O. Architect Checked AHURA B. O.

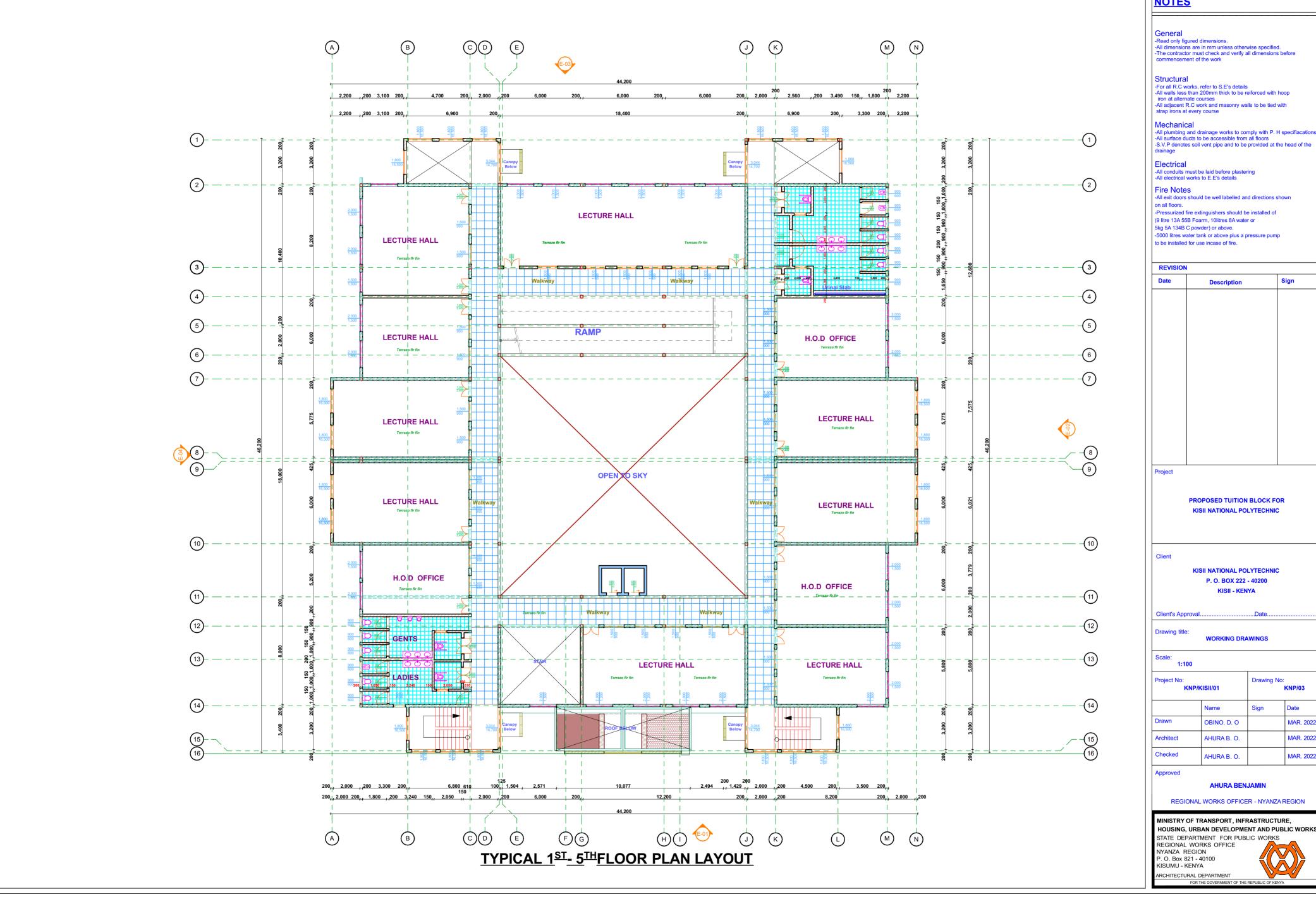
ARCHITECTURAL DEPARTMENT

**AHURA BENJAMIN** REGIONAL WORKS OFFICER - NYANZA REGION

MAR. 2022

MINISTRY OF TRANSPORT, INFRASTRUCTURE, HOUSING, URBAN DEVELOPMENT AND PUBLIC WORKS STATE DEPARTMENT FOR PUBLIC WORKS REGIONAL WORKS OFFICE NYANZA REGION KISUMU - KENYA





Date	Description	Sign

Project No: KNP/KISII/01		Drawing No: KNP/03		
	Name	Sign	Date	
Drawn	OBINO. D. O		MAR. 2022	
Architect	AHURA B. O.		MAR. 2022	
Checked	AHURA B. O.		MAR. 2022	

HOUSING, URBAN DEVELOPMENT AND PUBLIC WORKS



# ### Beam details to Structural Engineer'S details. -Window details ( See window schedule )

RIGHT HAND SIDE ELEVATION

### **NOTES**

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5kg 5A 134B C powder) or above. -5000 litres water tank or above plus a pressure pump

to be installed for use incase of fire.

### REVISION

Date	Description	Sign

PROPOSED TUITION BLOCK FOR KISII NATIONAL POLYTECHNIC

KISII NATIONAL POLYTECHNIC P. O. BOX 222 - 40200

Client's Approval.

**WORKING DRAWINGS** 

Project No:	NP/KISII/01	Drawing	No: <b>KNP/04</b>
	Name	Sign	Date
Drawn	OBINO. D. O		MAR. 2022
Architect	AHURA B. O.		MAR. 2022
Checked	AHURA B. O.		MAR. 2022

**AHURA BENJAMIN** 

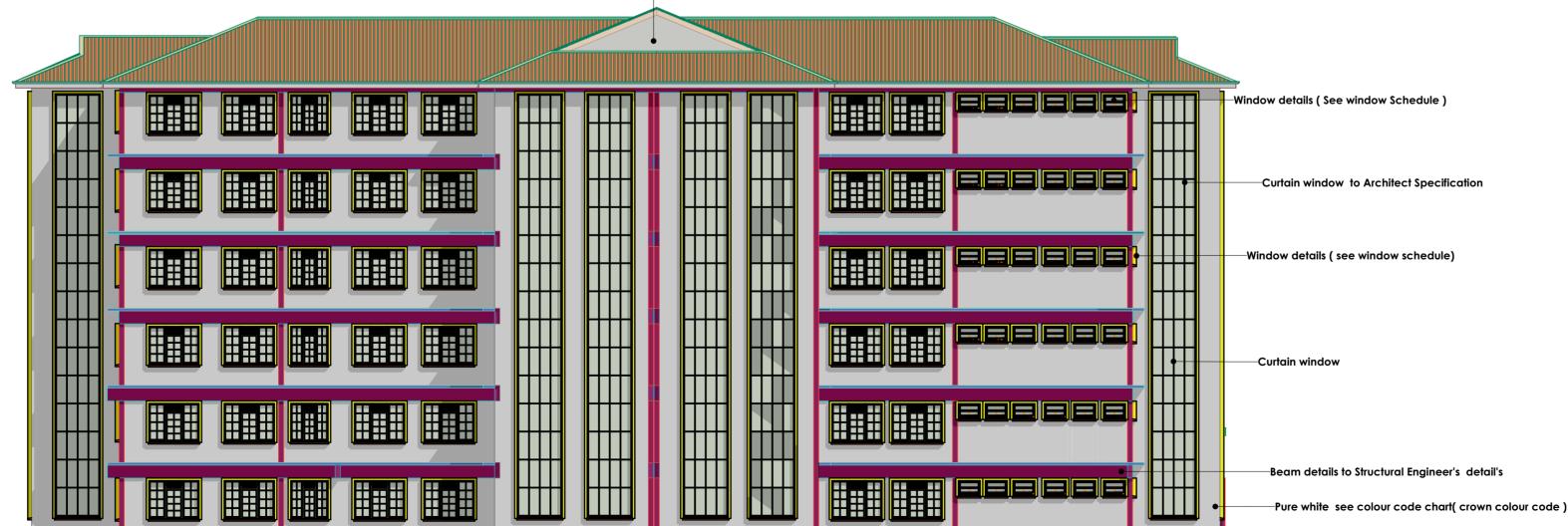
REGIONAL WORKS OFFICER - NYANZA REGION

MINISTRY OF TRANSPORT, INFRASTRUCTURE, HOUSING, URBAN DEVELOPMENT AND PUBLIC WORKS STATE DEPARTMENT FOR PUBLIC WORKS REGIONAL WORKS OFFICE

NYANZA REGION P. O. Box 821 - 40100 KISUMU - KENYA

ARCHITECTURAL DEPARTMENT





LEFT HAND SIDE ELEVATION

### **NOTES**

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### drainage

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to be installed for use incase of fire.

### REVISION

Date	Description	Sign

PROPOSED TUITION BLOCK FOR KISII NATIONAL POLYTECHNIC

KISII NATIONAL POLYTECHNIC P. O. BOX 222 - 40200 KISII - KENYA

Client's Approval..

**WORKING DRAWINGS** 

1:100

Project No: KNP/KISII/01		Drawing No:	KNP/05
	Name	Sign	Date
Drawn	OBINO. D. O		MAR. 2022
Architect	AHURA B. O.		MAR. 2022
Checked	AHURA B. O.		MAR. 2022

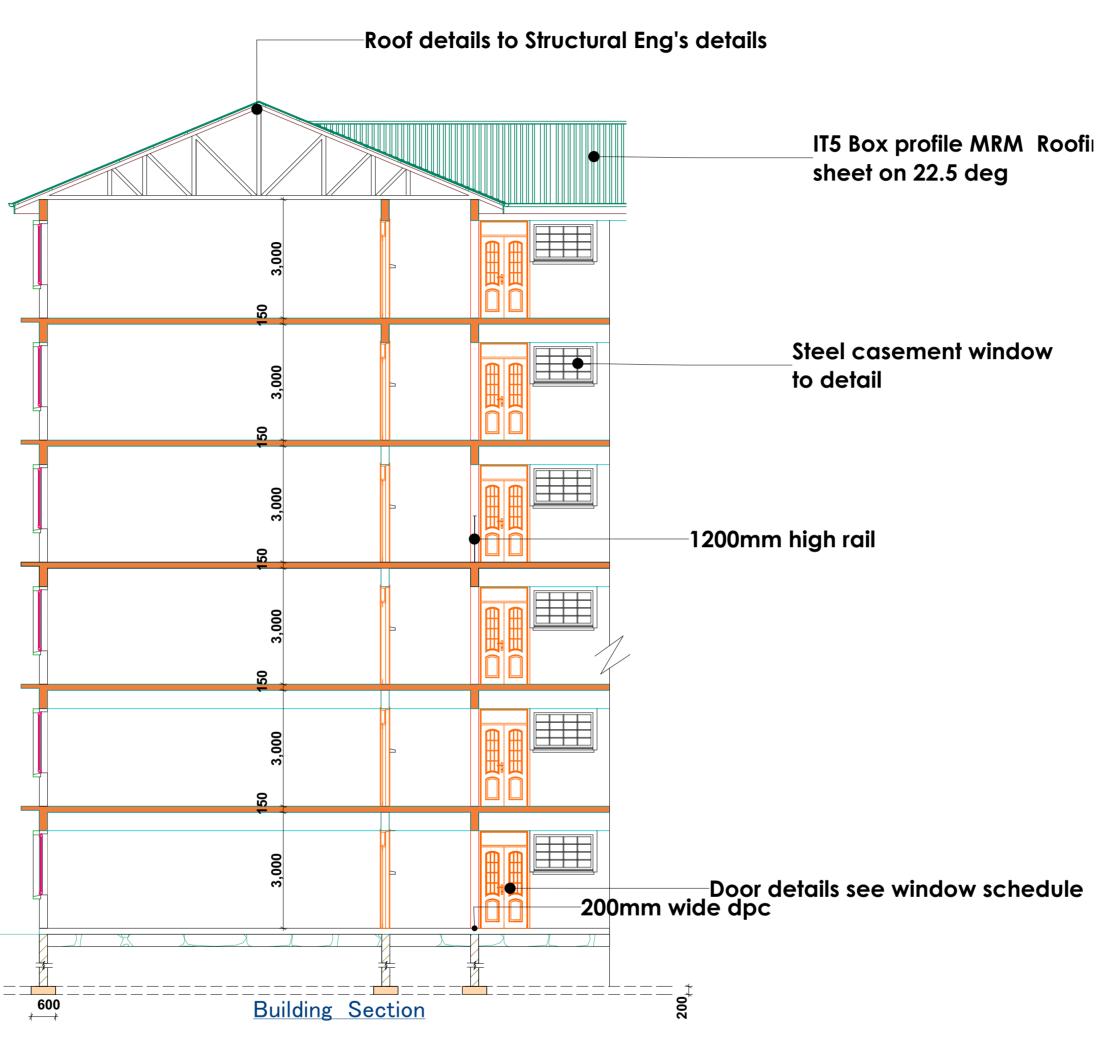
**AHURA BENJAMIN** 

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MINISTRY OF TRANSPORT, INFRASTRUCTURE, HOUSING, URBAN DEVELOPMENT AND PUBLIC WORKS STATE DEPARTMENT FOR PUBLIC WORKS REGIONAL WORKS OFFICE

NYANZA REGION P. O. Box 821 - 40100 KISUMU - KENYA

RCHITECTURAL DEPARTMENT



## **SUB-STRUCTURE DETAILS**

- 1.150mm thick concrete floor slab.
- 2. A142 BRC Mesh .
- 3. 50mm blinding layer murram and Anti-termite (Gradiator).
- 4. 1000gauge dpm.
- 5.300mm approved hardcore .6. 600x200mm strip footing .

### **NOTES**

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to be installed for use incase of fire.

### REVISION

Date	Description	Sign

PROPOSED TUITION BLOCK FOR KISII NATIONAL POLYTECHNIC

KISII NATIONAL POLYTECHNIC P. O. BOX 222 - 40200

WORKING DRAWINGS

Pro	iject No: KNP/k	KISII/01	Drawing No:	: KNP/06	
		Name	Sign	Date	
Dra	awn	OBINO. D. O		MAR. 2022	
Arc	chitect	AHURA B. O.		MAR. 2022	
Ch	ecked	AHURA B. O.		MAR. 2022	

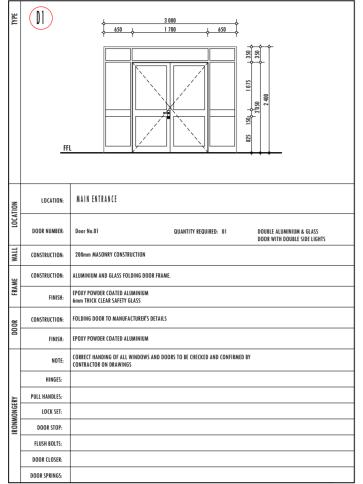
REGIONAL WORKS OFFICER - NYANZA REGION

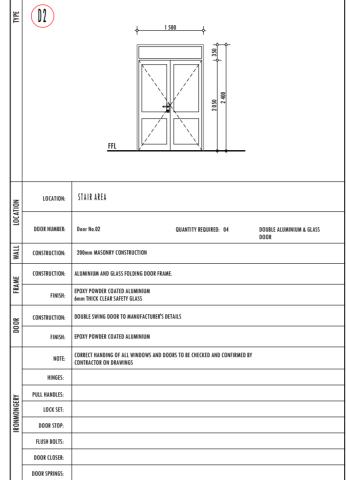
MINISTRY OF TRANSPORT, INFRASTRUCTURE, HOUSING, URBAN DEVELOPMENT AND PUBLIC WORK STATE DEPARTMENT FOR PUBLIC WORKS REGIONAL WORKS OFFICE NYANZA REGION

KISUMU - KENYA

ARCHITECTURAL DEPARTMENT

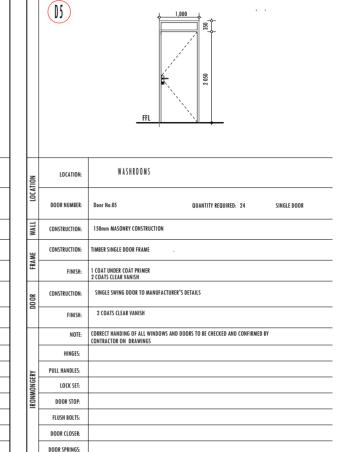
# DOOR SCHEDULE

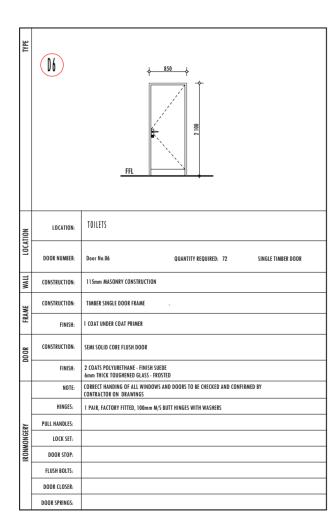




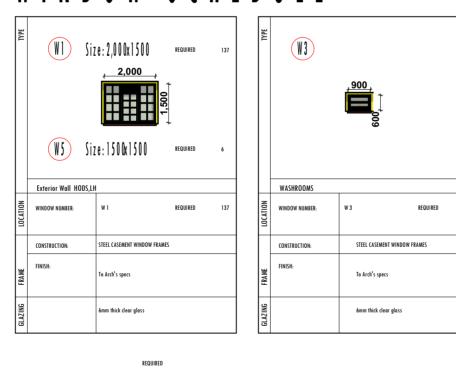
TYPE	03)	1200 1200		
LOCATION	LOCATION:	LECTURE HALL &HODS OFFICES		
700T	DOOR NUMBER:	Door No.03 QUANTITY REQUIRED: 75 DOUBLE TIMBER & GLASS DOOR		
WALL	CONSTRUCTION:	200mm MASONRY CONSTRUCTION		
WE	CONSTRUCTION:	HARDWOOD DOOR FRAME .		
FRAME	FINISH:	1 COAT UNDER COAT PRIMER 2 COATS CLEAR VANISH		
D0 0R	CONSTRUCTION:	DOUBLE SWING DOOR TO MANUFACTURER'S DETAILS		
DQ	FINISH:	2 COATS CLEAR VANISH		
	NOTE:	CORRECT HANDING OF ALL WINDOWS AND DOORS TO BE CHECKED AND CONFIRMED BY CONTRACTOR ON DRAWINGS		
	HINGES:			
Ea	PULL HANDLES:			
IRONMONGERY	LOCK SET:			
IRONA	DOOR STOP:			
	FLUSH BOLTS:			
	DOOR CLOSER:			
Ιĺ	DOOR SPRINGS:			

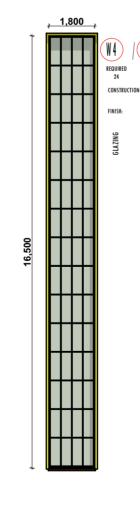
TYPE	04)	2400
LOCATION	LOCATION:	DISABLED WASHROOM CUBICLES
/201	DOOR NUMBER:	Door No.04 QUANTITY REQUIRED: 24 DOUBLE TIMBER & GLASS DOOR
WALL	CONSTRUCTION:	150mm MASONRY CONSTRUCTION
WE	CONSTRUCTION:	TIMBER DOOR FRAME .
FRAME	FINISH:	1 COAT UNDER COAT PRIMER 2 COATS CLEAR VANISH
DOOR	CONSTRUCTION:	DOUBLE SWING DOOR TO MANUFACTURER'S DETAILS
	FINISH:	2 COATS CLEAR VANISH
	NOTE:	CORRECT HANDING OF ALL WINDOWS AND DOORS TO BE CHECKED AND CONFIRMED BY CONTRACTOR ON DRAWINGS
	HINGES:	
κ	PULL HANDLES:	
IRONMONGERY	LOCK SET:	
IRON	DOOR STOP:	
	FLUSH BOLTS:	
	DOOR CLOSER:	
	DOOR SPRINGS:	



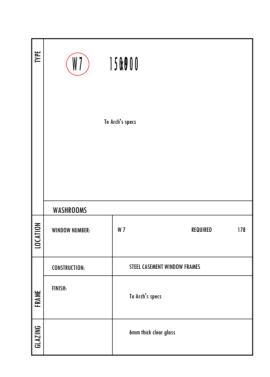


# WINDOW SCHEDULE





To Arch's specs



### **GENERAL NOTES**

comply with good building practice and deemed to satisfy the Architect's requirements. This drawing to be read in conjunction with layouts and all dimensions to be checked

· Refer any discrepancies to the Architect in writing.

NOTE: CORRECT HANDING OF ALL WINDOWS AND DOORS TO BE CHECKED AND CONFIRMED BY CONTRACTOR ON DRAWINGS

### **NOTES**

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-5000 litres water tank or above plus a pressure pump to be installed for use incase of fire.

REVISION		
Date	Description	Sign

PROPOSED TUITION BLOCK FOR KISII NATIONAL POLYTECHNIC

KISII NATIONAL POLYTECHNIC P. O. BOX 222 - 40200 KISII - KENYA

Client's Approval....

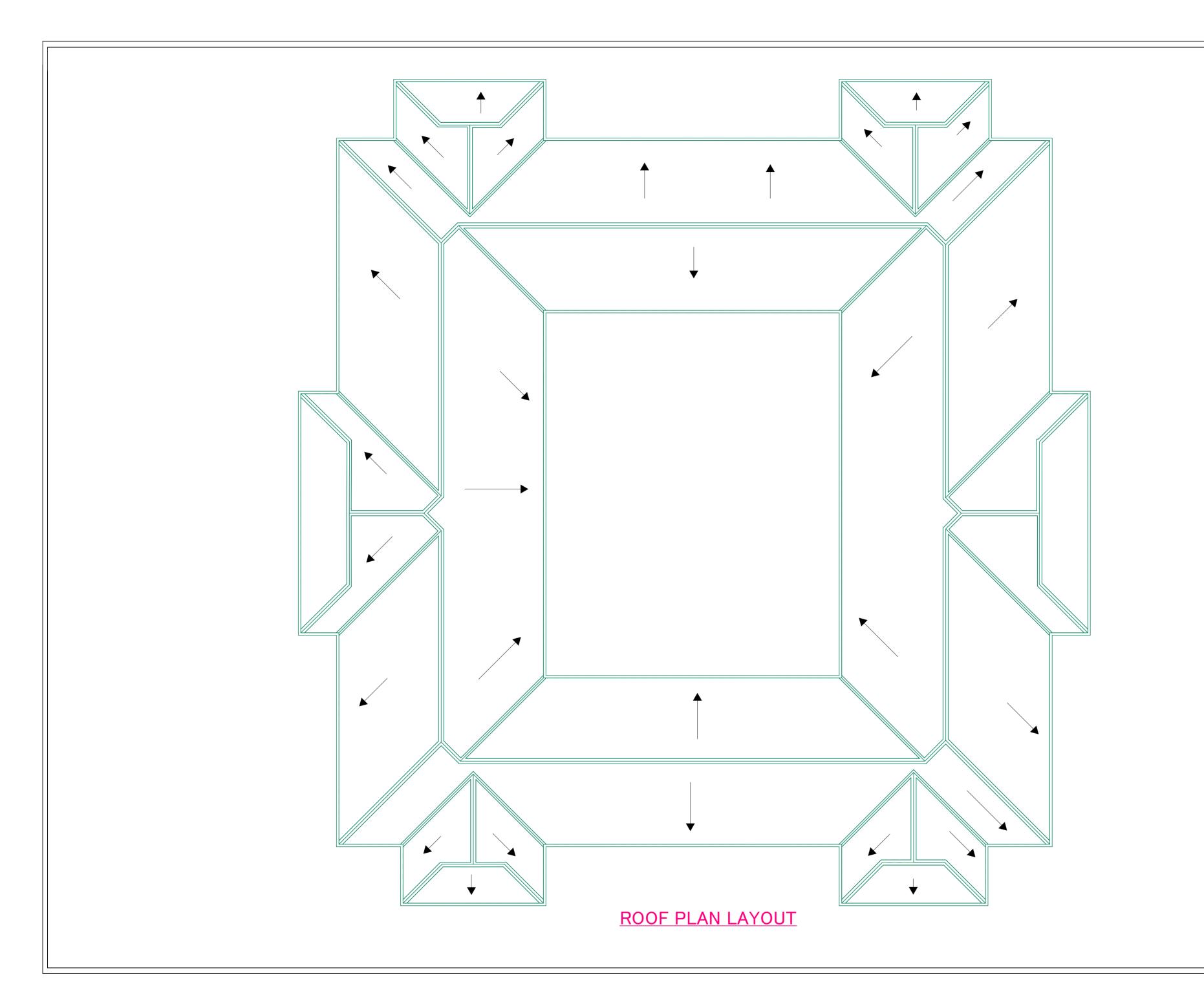
**WORKING DRAWINGS** 

	Project No: KNP/KISII/01		Drawing No:	KNP/07
		Name	Sign	Date
	Drawn	OBINO. D. O		MAR. 2022
	Architect	AHURA B. O.		MAR. 2022
	Checked	AHURA B. O.		MAR. 2022

**AHURA BENJAMIN** 

REGIONAL WORKS OFFICER - NYANZA REGION

MINISTRY OF TRANSPORT, INFRASTRUCTURE, HOUSING, URBAN DEVELOPMENT AND PUBLIC WORKS STATE DEPARTMENT FOR PUBLIC WORKS REGIONAL WORKS OFFICE NYANZA REGION KISUMU - KENYA ARCHITECTURAL DEPARTMENT



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REVISION

	Date	Description	Sign
ı			

PROPOSED TUITION BLOCK FOR KISII NATIONAL POLYTECHNIC

KISII NATIONAL POLYTECHNIC P. O. BOX 222 - 40200 KISII - KENYA

Client's Approval......

WORKING DRAWINGS

Project No	: KNP/KISII/01	Drawing No: KNP/08	
	Name	Sign	Date
Drawn	OBINO. D. O		MAR. 202
Architect	AHURA B. O.		MAR. 202
Checked	AHURA B. O.		MAR. 202

**AHURA BENJAMIN** 

REGIONAL WORKS OFFICER - NYANZA REGION

MINISTRY OF TRANSPORT, INFRASTRUCTURE, HOUSING, URBAN DEVELOPMENT AND PUBLIC WORKS STATE DEPARTMENT FOR PUBLIC WORKS REGIONAL WORKS OFFICE NYANZA REGION

KISUMU - KENYA

ARCHITECTURAL DEPARTMENT



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-Pressurized fire extinguishers should be installed of (9 litre 13A 55B Foarm, 10litres 8A water or

5kg 5A 134B C powder) or above.

-5000 litres water tank or above plus a pressure pump

### REVISION

Date	Description	Sign

PROPOSED TUITION BLOCK FOR KISII NATIONAL POLYTECHNIC

KISII NATIONAL POLYTECHNIC P. O. BOX 222 - 40200 KISII - KENYA

Client's Approval....

**WORKING DRAWINGS** 

Project No:	(NP/KISII/01	Drawing	No: <b>KNP/09</b>
	Name	Sign	Date
Drawn	OBINO. D. O		MAR. 202
Architect	AHURA B. O.		MAR. 202
Checked	AHURA B. O.		MAR. 202

**AHURA BENJAMIN** 

REGIONAL WORKS OFFICER - NYANZA REGION

### MINISTRY OF TRANSPORT, INFRASTRUCTURE, HOUSING, URBAN DEVELOPMENT AND PUBLIC WORKS STATE DEPARTMENT FOR PUBLIC WORKS REGIONAL WORKS OFFICE

NYANZA REGION KISUMU - KENYA

ARCHITECTURAL DEPARTMENT



General
-Read only figured dimensions.
-All dimensions are in mm unless otherwise specified.
-The contractor must check and verify all dimensions before commencement of the work

Structural
-For all R.C works, refer to S.E's details
-All walls less than 200mm thick to be reiforced with hoop iron at alternate courses
-All adjacent R.C work and masonry walls to be tied with strap irons at every course

Mechanical
-All plumbing and drainage works to comply with P. H specifiacations
-All surface ducts to be accessible from all floors
-S.V.P denotes soil vent pipe and to be provided at the head of the drainage

Electrical
-All conduits must be laid before plastering
-All electrical works to E.E's details

### Fire Notes

-All exit doors should be well labelled and directions shown on all floors.

-Pressurized fire extinguishers should be installed of (9 litre 13A 55B Foarm, 10litres 8A water or

5kg 5A 134B C powder) or above.

-5000 litres water tank or above plus a pressure pump

REVISION		
Date	Description	Sign

PROPOSED TUITION BLOCK FOR KISII NATIONAL POLYTECHNIC

KISII NATIONAL POLYTECHNIC P. O. BOX 222 - 40200 KISII - KENYA

Client's Approval....

WORKING DRAWINGS

Project No:	KNP/KISII/01	Drawing	No: <b>KNP/10</b>
	Name	Sign	Date
Drawn	OBINO. D. O		MAR. 202
Architect	AHURA B. O.		MAR. 2022
Checked	AHURA B. O.		MAR. 2022

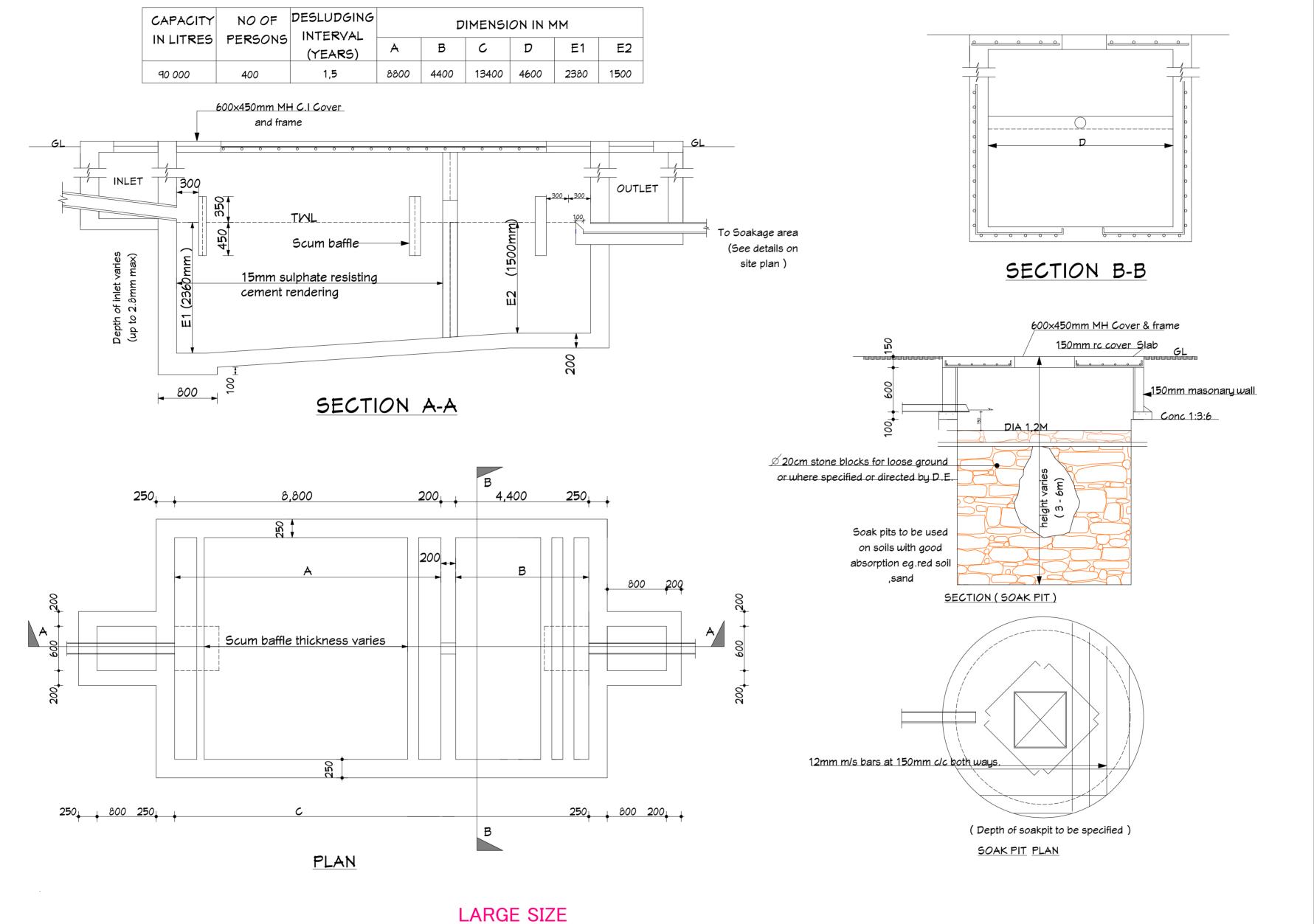
**AHURA BENJAMIN** 

REGIONAL WORKS OFFICER - NYANZA REGION

MINISTRY OF TRANSPORT, INFRASTRUCTURE, HOUSING, URBAN DEVELOPMENT AND PUBLIC WORKS STATE DEPARTMENT FOR PUBLIC WORKS REGIONAL WORKS OFFICE

NYANZA REGION

KISUMU - KENYA ARCHITECTURAL DEPARTMENT



**SEPTIC TANK** 

(FOR A POPULATION OF 400 PERSONS)

### **NOTES**

General
-Read only figured dimensions.
-All dimensions are in mm unless otherwise specified.
-The contractor must check and verify all dimensions before commencement of the work

### Structural

-For all R.C works, refer to S.E's details
-All walls less than 200mm thick to be reiforced with hoop iron at alternate courses
-All adjacent R.C work and masonry walls to be tied with strap irons at every course

### Mechanical

-All plumbing and drainage works to comply with P. H specifiacations -All surface ducts to be accessible from all floors -S.V.P denotes soil vent pipe and to be provided at the head of the desirations.

# Electrical -All conduits must be laid before plastering -All electrical works to E.E's details

Fire Notes
-All exit doors should be well labelled and directions shown on all floors.

-Pressurized fire extinguishers should be installed of (9 litre 13A 55B Foarm, 10litres 8A water or

5kg 5A 134B C powder) or above.
-5000 litres water tank or above plus a pressure pump

to be installed for use incase of fire.

### REVISION

Date	Description	Sign

PROPOSED TUITION BLOCK FOR KISII NATIONAL POLYTECHNIC

KISII NATIONAL POLYTECHNIC P. O. BOX 222 - 40200 KISII - KENYA

Client's Approval..

WORKING DRAWINGS

Project No:	IP/KISII/01	Drawing	No: KNP/11
	Name	Sign	Date
Drawn	OBINO. D. O		MAR. 2022
Architect	AHURA B. O.		MAR. 2022
Checked	AHURA B. O.		MAR. 2022

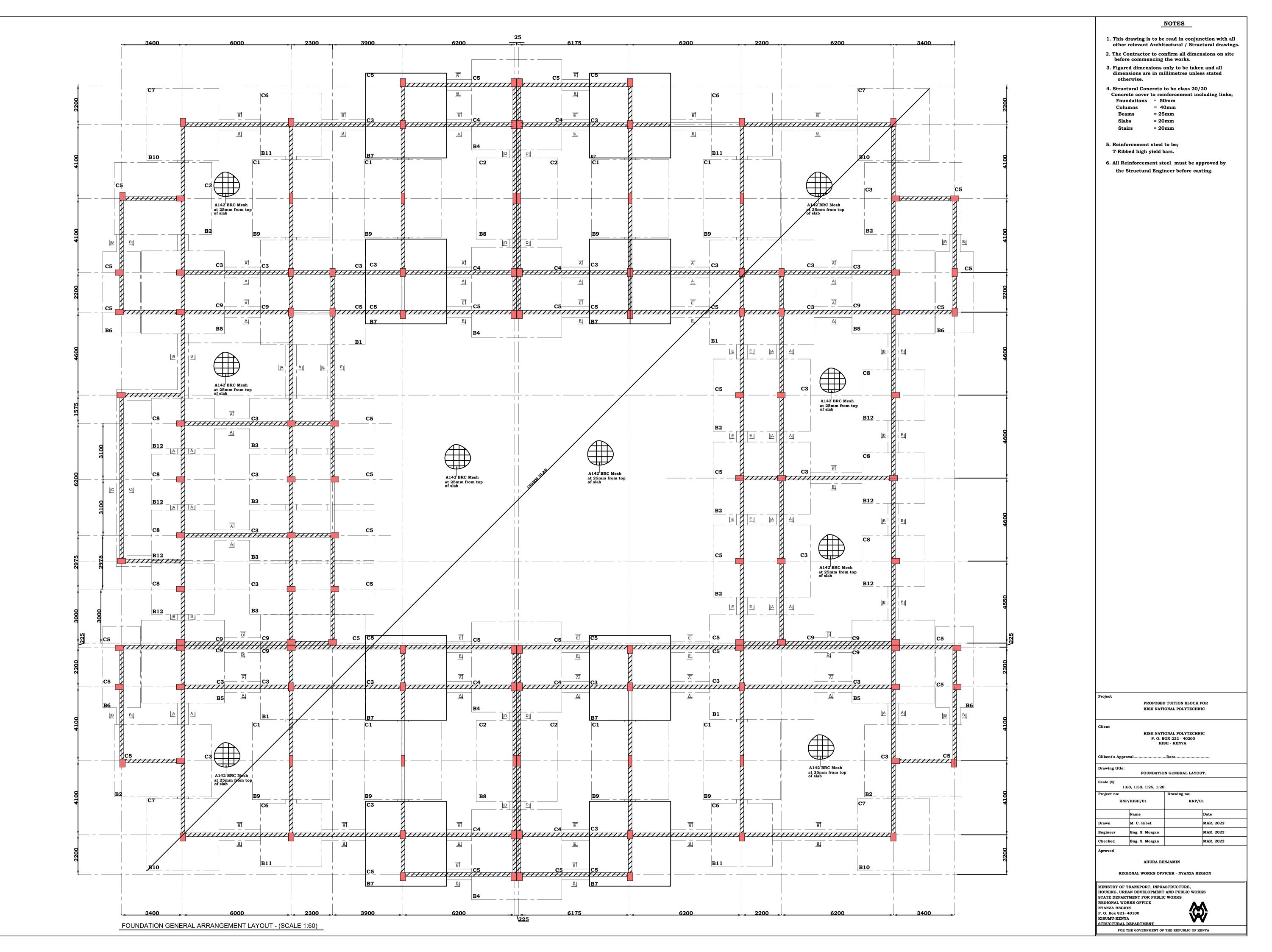
**AHURA BENJAMIN** 

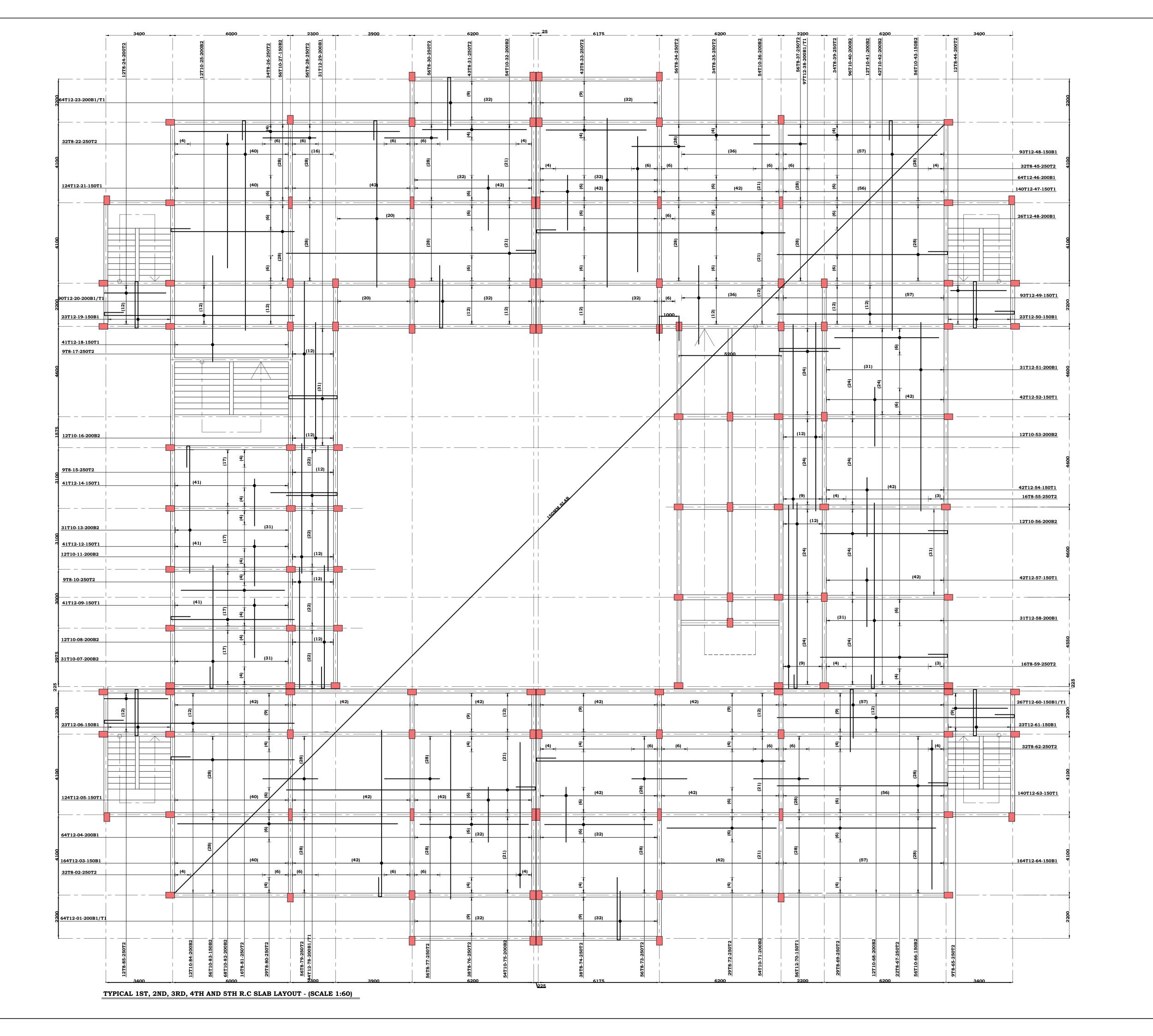
REGIONAL WORKS OFFICER - NYANZA REGION

HOUSING, URBAN DEVELOPMENT AND PUBLIC WORKS STATE DEPARTMENT FOR PUBLIC WORKS
REGIONAL WORKS OFFICE

NYANZA REGION P. O. Box 821 - 40100 KISUMU - KENYA

ARCHITECTURAL DEPARTMENT





- This drawing is to be read in conjunction with all other relevant Architectural / Structural drawings.
- 2. The Contractor to confirm all dimensions on site before commencing the works.
- 3. Figured dimensions only to be taken and all dimensions are in millimetres unless stated
- dimensions are in millimetres unless state otherwise.

= 20mm

= 20mm

- Structural Concrete to be class 20/20 Concrete cover to reinforcement including links;
- Foundations = 50mm
  Columns = 40mm
  Beams = 25mm
- Reinforcement steel to be;T-Ribbed high yield bars.

Stairs

6. All Reinforcement steel must be approved by the Structural Engineer before casting.

PROPOSED TUITION BLOCK FOR KISII NATIONAL POLYTECHNIC

Client

Clikent's Approval.....

KISII NATIONAL POLYTECHNIC P. O. BOX 222 - 40200 KISII - KENYA

Drawing title: R.C. SLAB DETAIL.

le (S) 1:60, 1:50, 1:25, 1:20.

KNP/KISII/01 Drawing no:

KNP/KISII/01 KNP/03

Name Date

Drawn M. C. Kibet MAR, 2022

Engineer Eng. S. Morgan MAR, 2022

Checked Eng. S. Morgan MAR, 2022

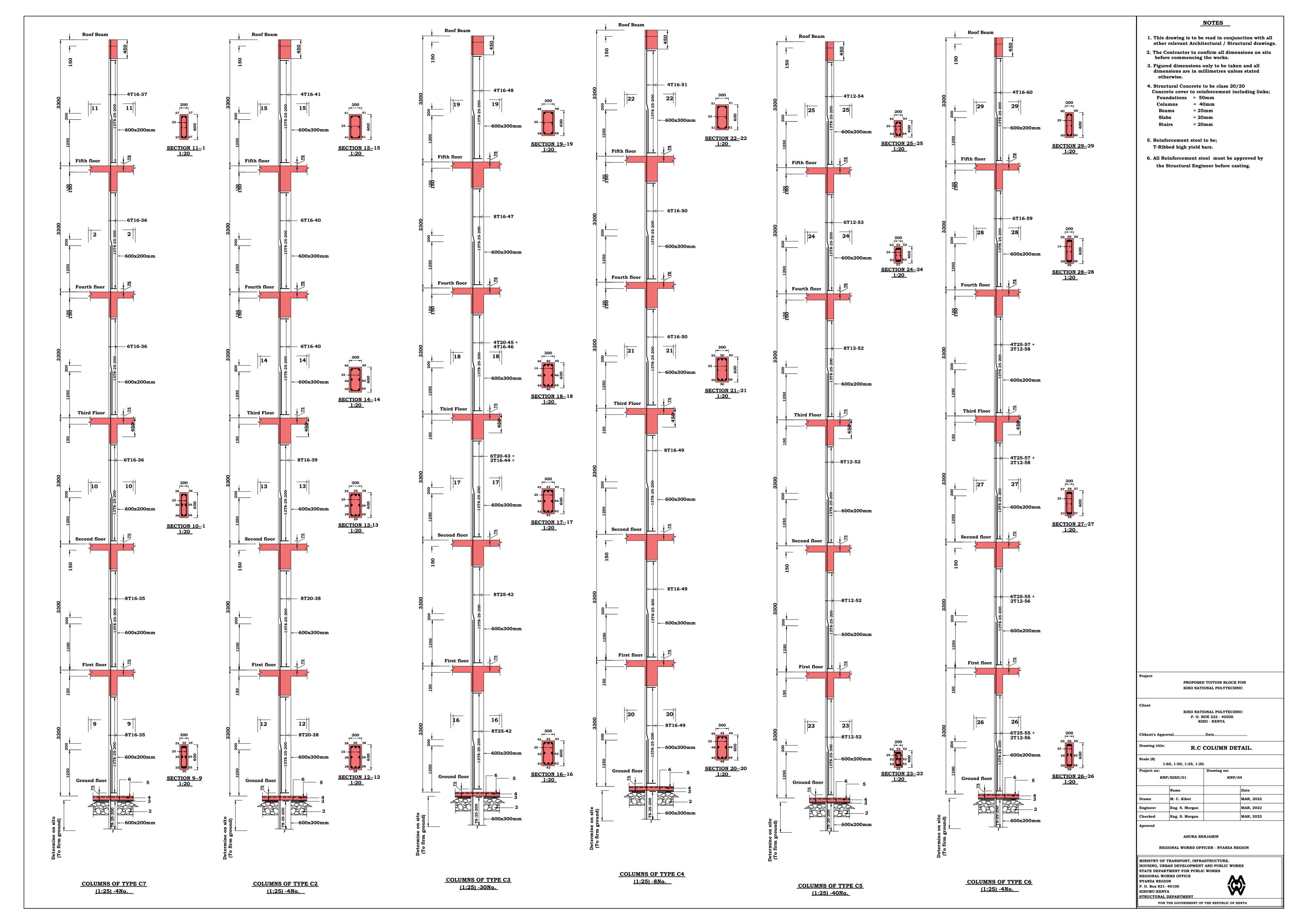
Aproved

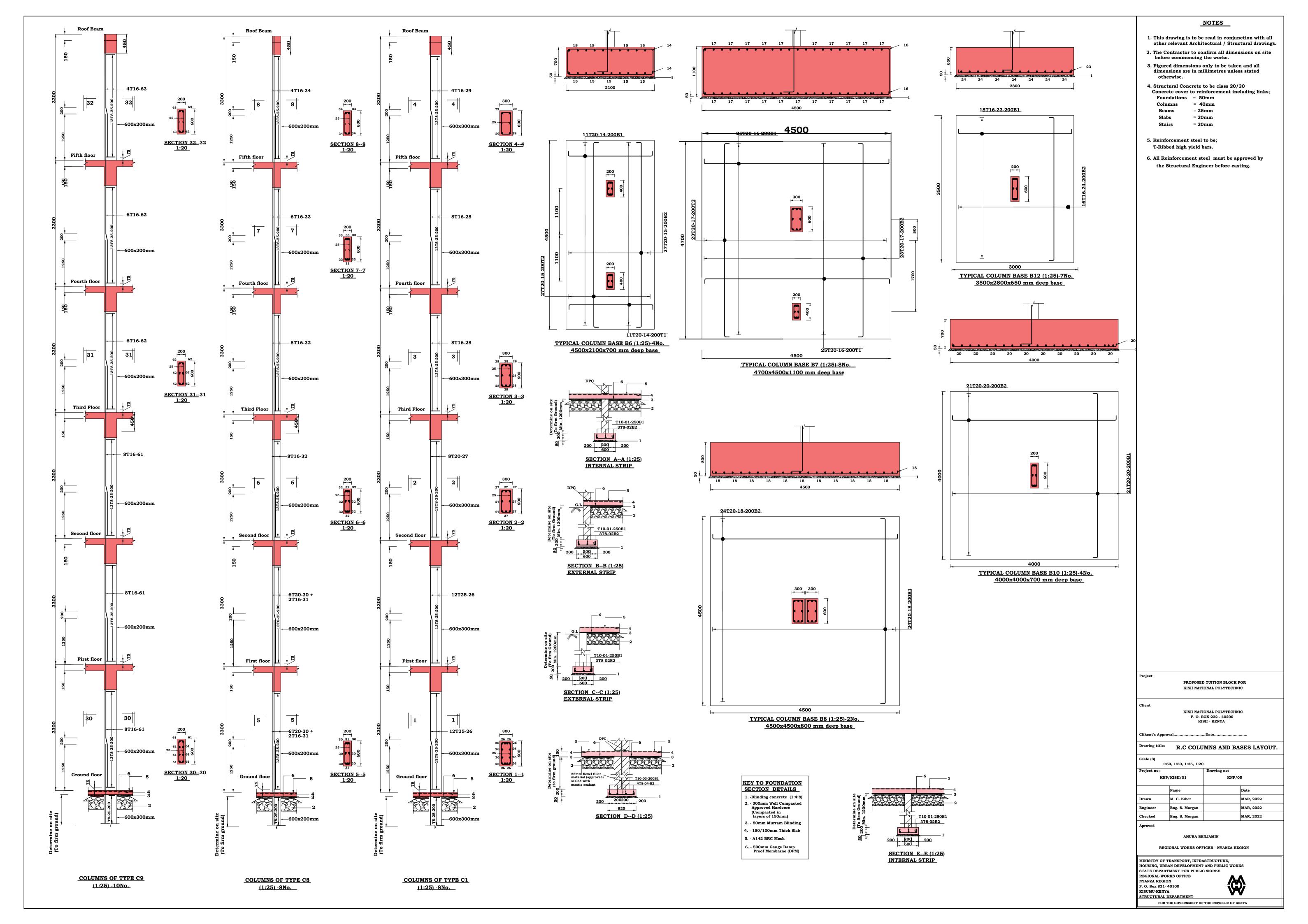
STRUCTURAL DEPARTMENT

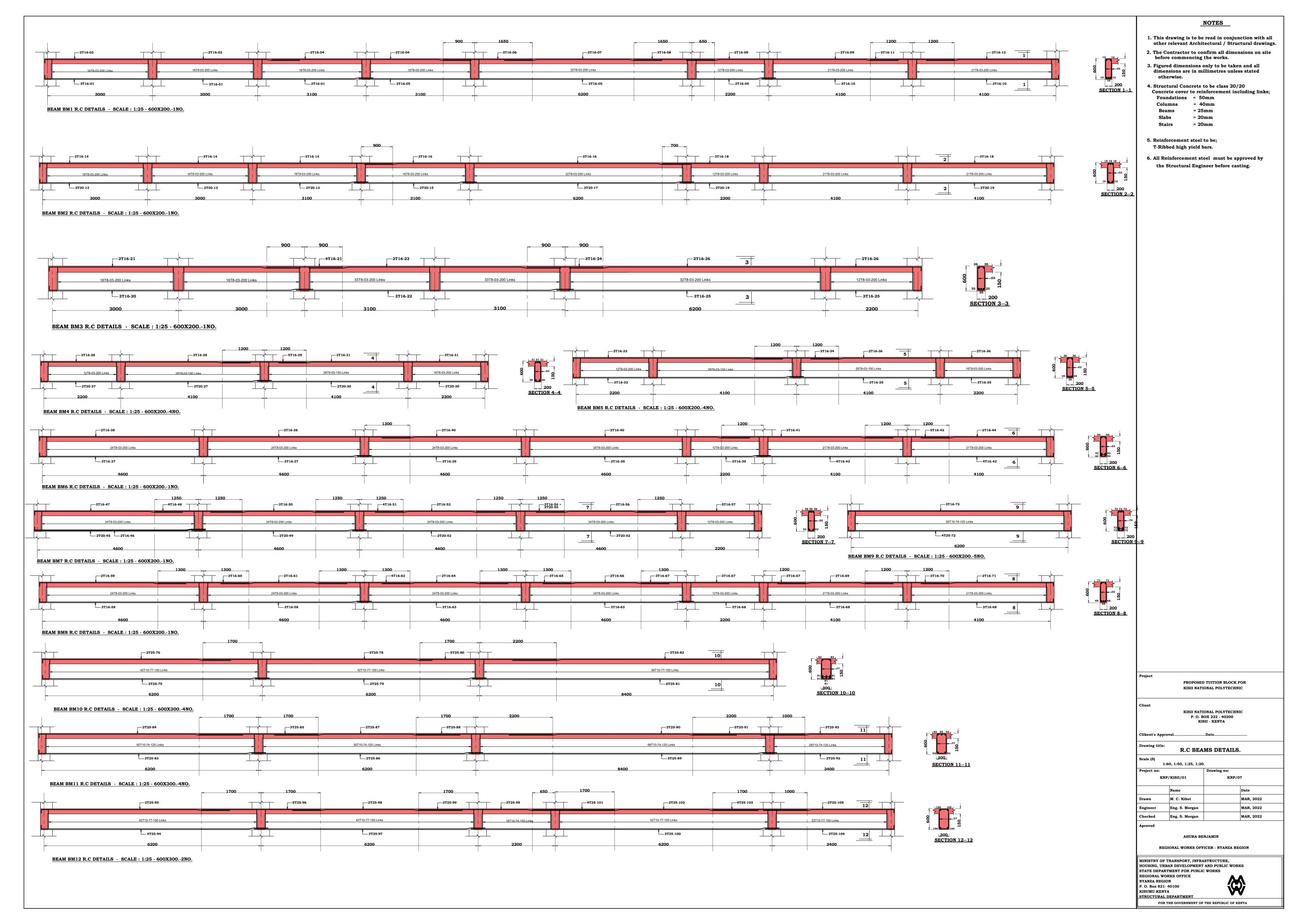
AHURA BENJAMIN

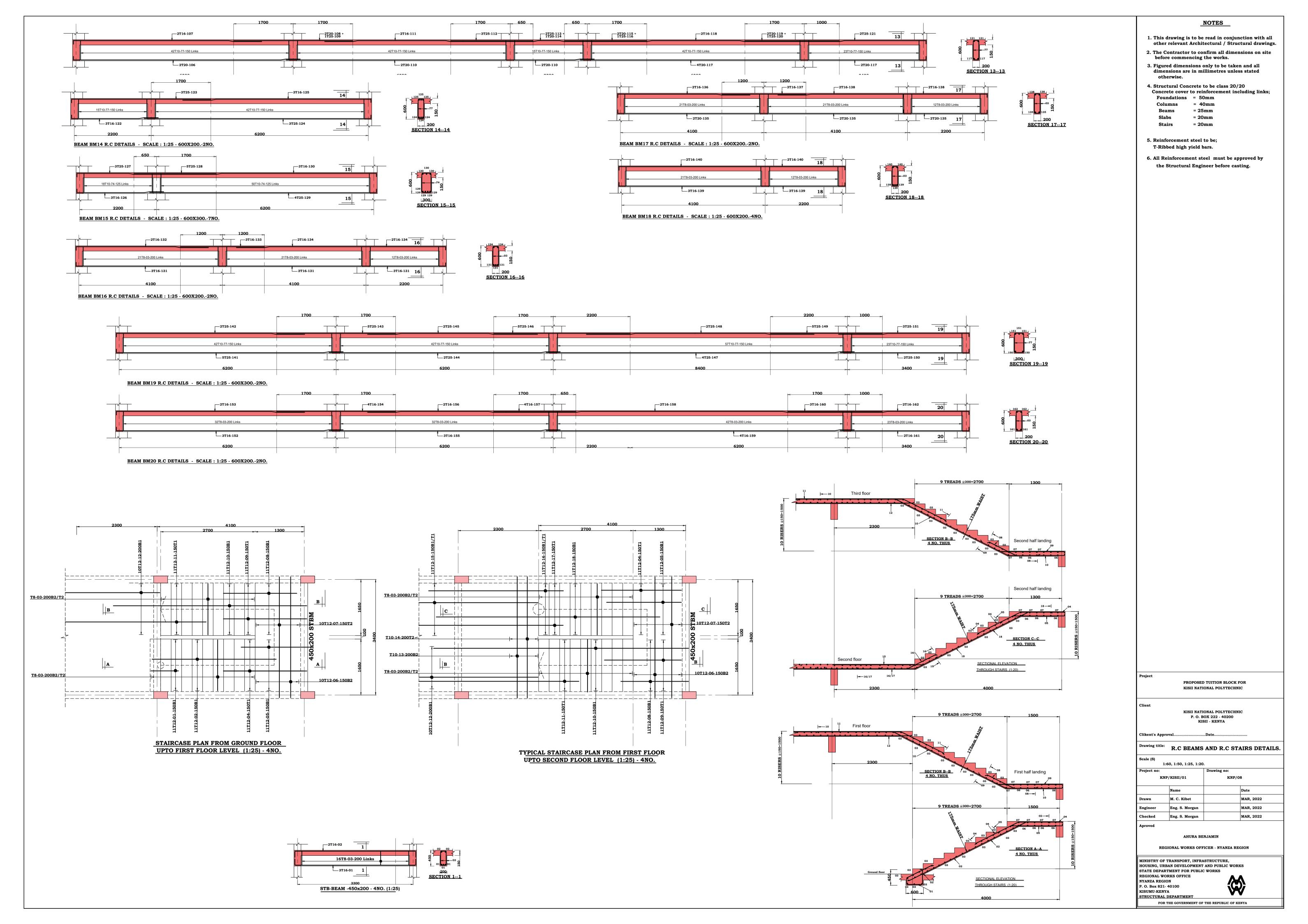
REGIONAL WORKS OFFICER - NYANZA REGION

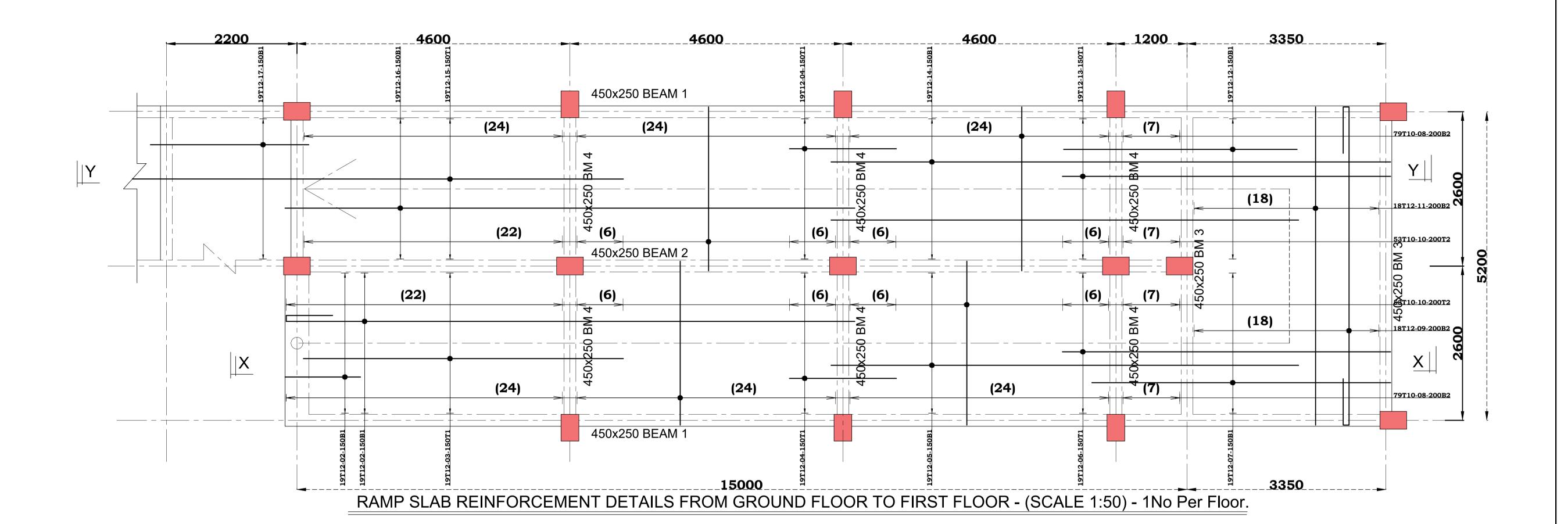
MINISTRY OF TRANSPORT, INFRASTRUCTURE,
HOUSING, URBAN DEVELOPMENT AND PUBLIC WORKS
STATE DEPARTMENT FOR PUBLIC WORKS
REGIONAL WORKS OFFICE
NYANZA REGION
P. O. Box 821- 40100
KISUMU-KENYA

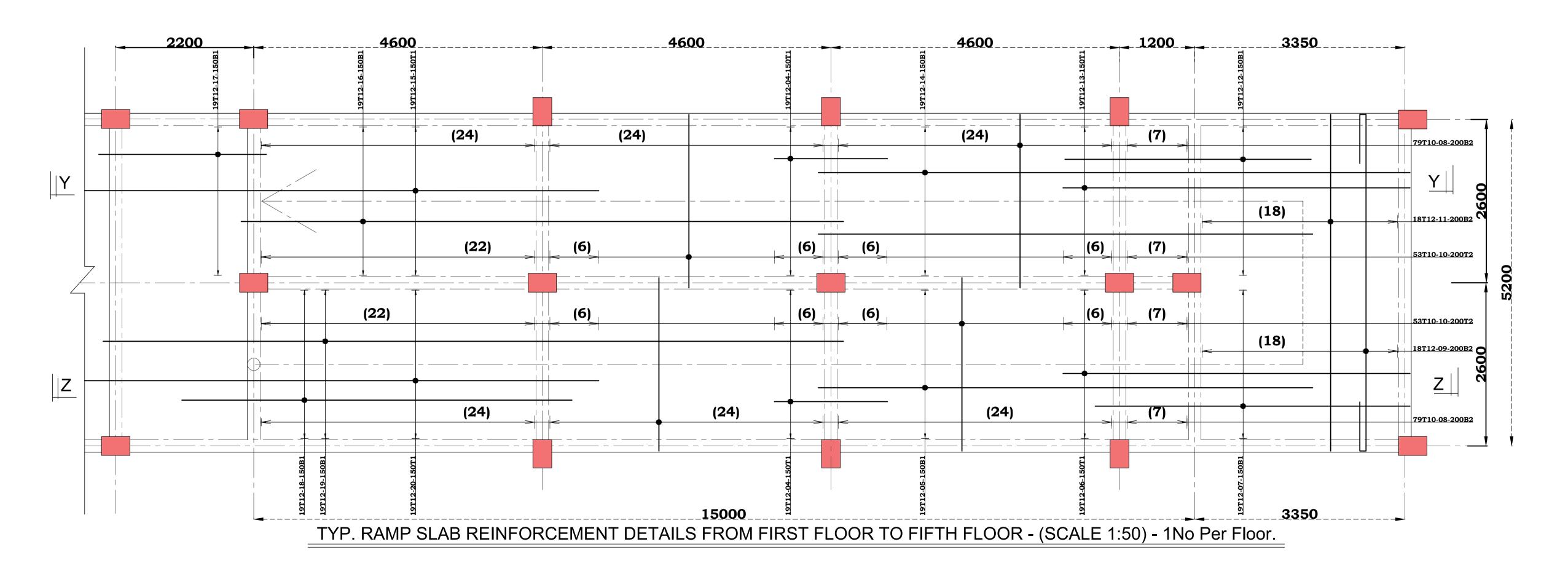












- This drawing is to be read in conjunction with all other relevant Architectural / Structural drawings.
- 2. The Contractor to confirm all dimensions on site before commencing the works.
- 3. Figured dimensions only to be taken and all dimensions are in millimetres unless stated
- 4. Structural Concrete to be class 20/20 Concrete cover to reinforcement including links;

Foundations = 50mm

Columns = 40mm

labs = 20m tairs = 20m

 Reinforcement steel to be T-Ribbed high yield bars.

6. All Reinforcement steel must be approved by the Structural Engineer before casting.

PROPOSED TUITION BLOCK FOR
KISII NATIONAL POLYTECHNIC

KISII NATIONAL POLYTECHNIC P. O. BOX 222 - 40200 KISII - KENYA

Clikent's Approval......Date....

Prawing title: R.C RAMP DETAILS.

Scale (S)

1:60, 1:50, 1:25, 1:20.

roject no: Drawing no: KNP/KISII/01 KNP/09

Name Date

Drawn M. C. Kibet MAR, 2022

Engineer Eng. S. Morgan MAR, 2022

Checked Eng. S. Morgan MAR, 2022

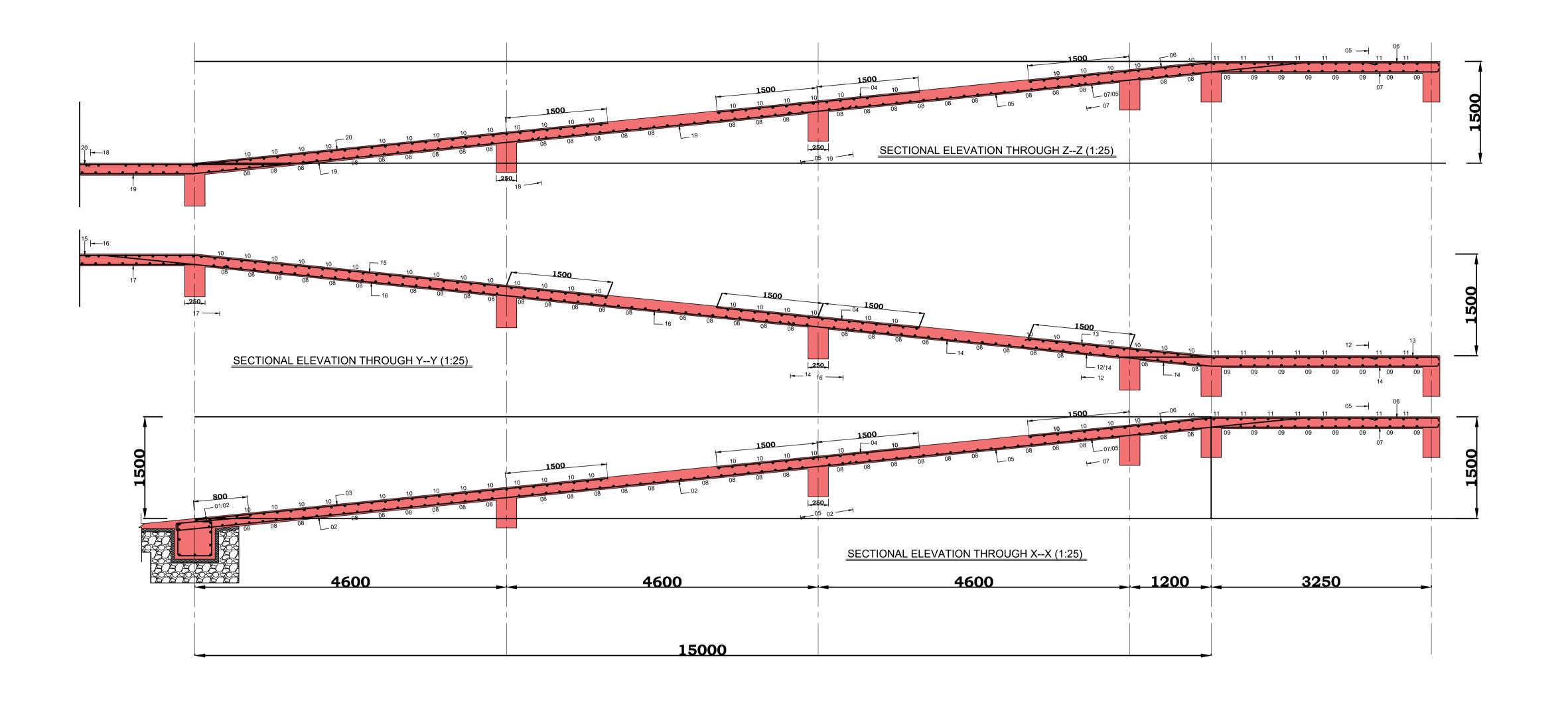
Aproved

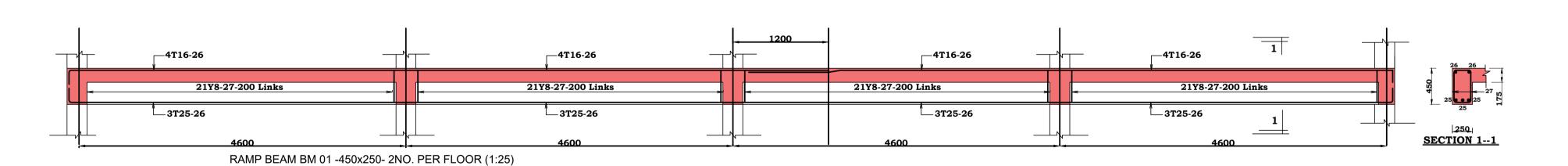
STRUCTURAL DEPARTMENT

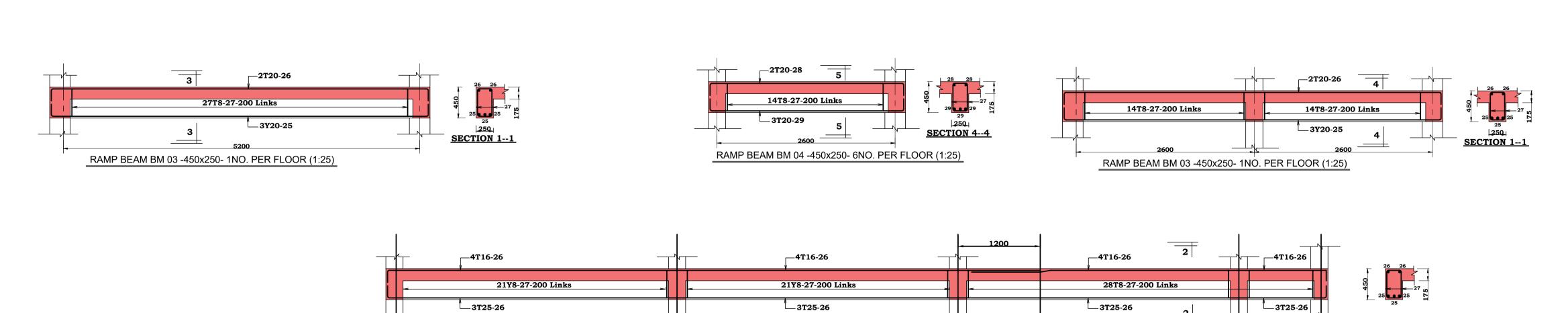
AHURA BENJAMIN

REGIONAL WORKS OFFICER - NYANZA REGION

MINISTRY OF TRANSPORT, INFRASTRUCTURE,
HOUSING, URBAN DEVELOPMENT AND PUBLIC WORKS
STATE DEPARTMENT FOR PUBLIC WORKS
REGIONAL WORKS OFFICE
NYANZA REGION
P. O. Box 821- 40100
KISUMU-KENYA







RAMP BEAM BM 02 -450x250- 2NO. PER FLOOR (1:25)

NOTES

- This drawing is to be read in conjunction with all other relevant Architectural / Structural drawings.
- The Contractor to confirm all dimensions on site before commencing the works.
- 3. Figured dimensions only to be taken and all dimensions are in millimetres unless stated otherwise.
- 4. Structural Concrete to be class 20/20 Concrete cover to reinforcement including links;
- Foundations = 50mm Columns = 40mm = 25mm
- 5. Reinforcement steel to be; T-Ribbed high yield bars.
- 6. All Reinforcement steel must be approved by the Structural Engineer before casting.

= 20mm = 20mm

PROPOSED TUITION BLOCK FOR KISII NATIONAL POLYTECHNIC KISII NATIONAL POLYTECHNIC P. O. BOX 222 - 40200 KISII - KENYA

1:60, 1:50, 1:25, 1:20.

Drawing title: R.C RAMP SECTION DETAILS.

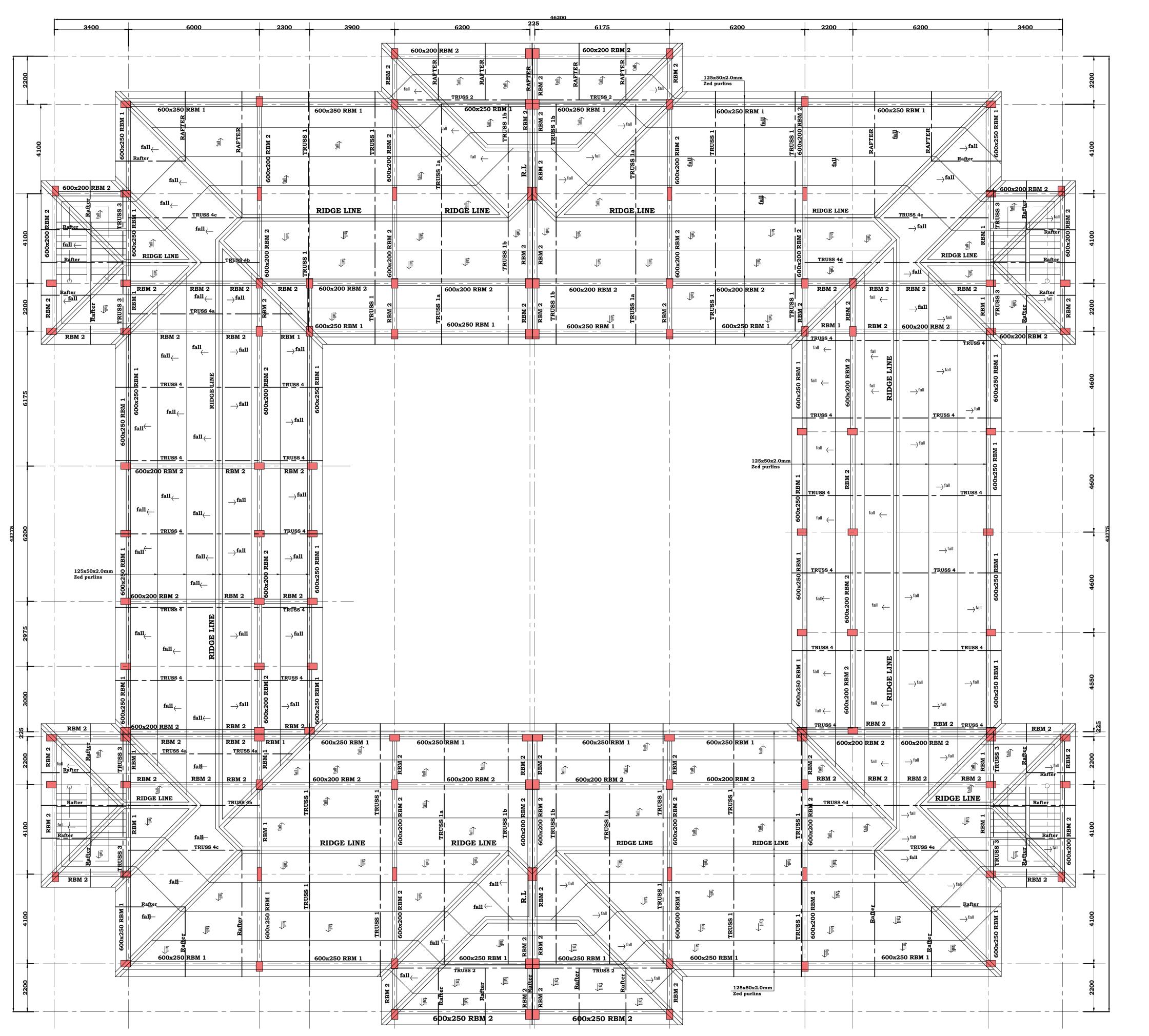
KNP/KISII/01 M. C. Kibet MAR, 2022 MAR, 2022 Eng. S. Morgan MAR, 2022

|250<sub>|</sub> | SECTION 1--1

AHURA BENJAMIN

HOUSING, URBAN DEVELOPMENT AND PUBLIC WORKS STATE DEPARTMENT FOR PUBLIC WORKS

REGIONAL WORKS OFFICE NYANZA REGION P. O. Box 821- 40100 KISUMU-KENYA STRUCTURAL DEPARTMENT



ROOF LAYOUT LAYOUT - (SCALE 1:60)

NOTES

- 1. This drawing is to be read in conjunction with all other relevant Architectural / Structural drawings.
- 2. The Contractor to confirm all dimensions on site
- before commencing the works.

  3. Figured dimensions only to be taken and all dimensions are in millimetres unless stated
- otherwise.

4. Structural Concrete to be class 20/20
 Concrete cover to reinforcement including links;
 Foundations = 50mm

 Columns
 = 40mm

 Beams
 = 25mm

 Slabs
 = 20mm

 Stairs
 = 20mm

Reinforcement steel to be;T-Ribbed high yield bars.

6. All Reinforcement steel must be approved by the Structural Engineer before casting.

oject PROPOSED TUITION BLOCK FOR KISII NATIONAL POLYTECHNIC

Client

KISII NATIONAL POLYTECHNIC P. O. BOX 222 - 40200 KISII - KENYA

Drawing title: ROOF GENERAL LAYOUT.

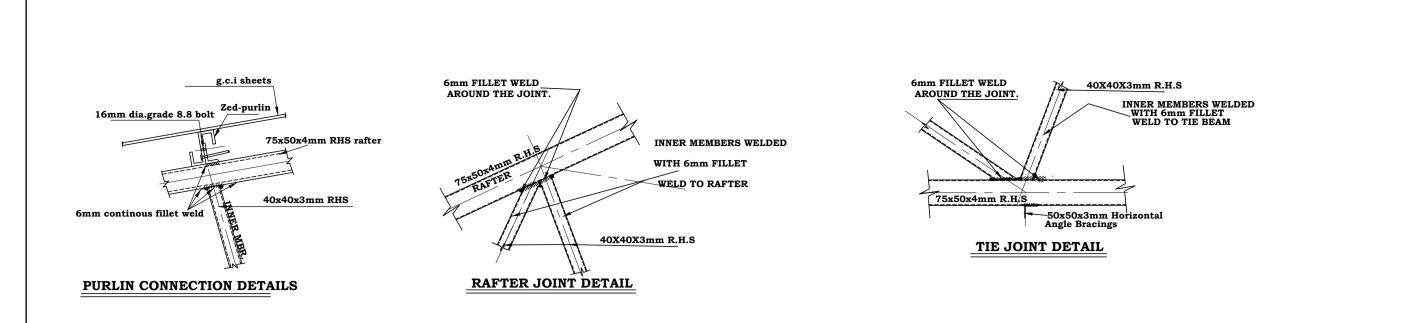
cale (S)
1:60, 1:50, 1:25, 1:20.
roject no: | Drawing no:

Aproved

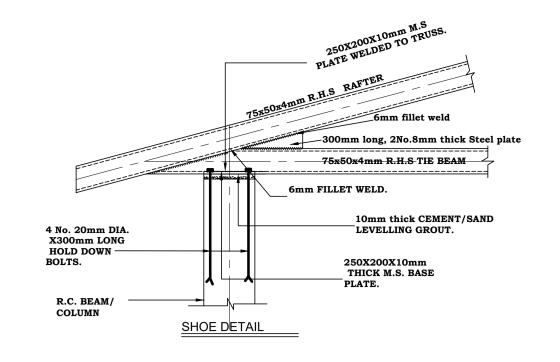
AHURA BENJAMIN

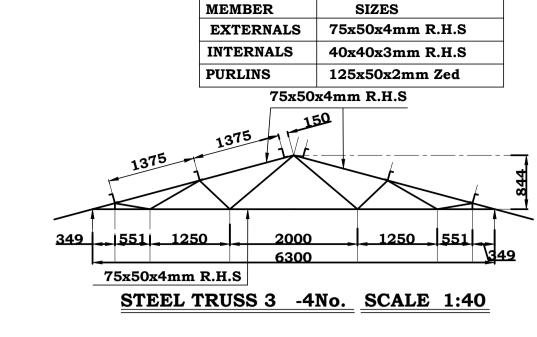
REGIONAL WORKS OFFICER - NYANZA REGION

MINISTRY OF TRANSPORT, INFRASTRUCTURE,
HOUSING, URBAN DEVELOPMENT AND PUBLIC WORKS
STATE DEPARTMENT FOR PUBLIC WORKS
REGIONAL WORKS OFFICE
NYANZA REGION
P. O. Box 821- 40100
KISUMU-KENYA
STRUCTURAL DEPARTMENT



SECTION 1--1





**MEMBER** 

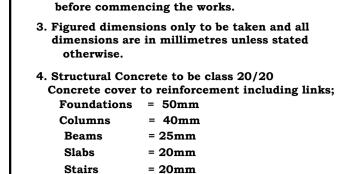
SIZES

**MEMBER** 

75x50x4mm R.H.S

**SIZES** 

TRUSS



5. Reinforcement steel to be; T-Ribbed high yield bars.

6. All Reinforcement steel must be approved by the Structural Engineer before casting.

> PROPOSED TUITION BLOCK FOR KISII NATIONAL POLYTECHNIC

KISII NATIONAL POLYTECHNIC P. O. BOX 222 - 40200 KISII - KENYA

ROOF TRUSS DETAILS.

MAR, 2022 MAR, 2022

MAR, 2022

1:60, 1:50, 1:25, 1:20.

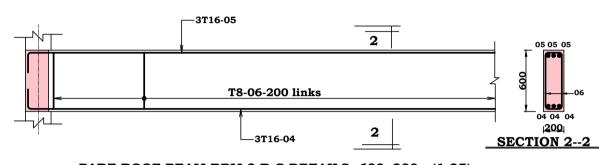
Eng. S. Morgan

NOTES

1. This drawing is to be read in conjunction with all

2. The Contractor to confirm all dimensions on site

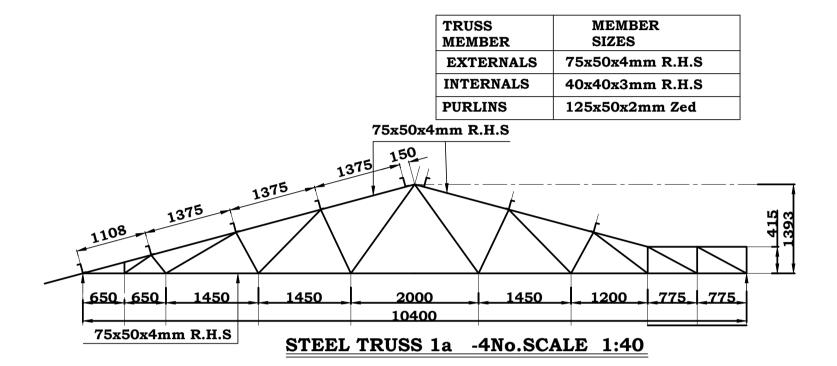
other relevant Architectural / Structural drawings.

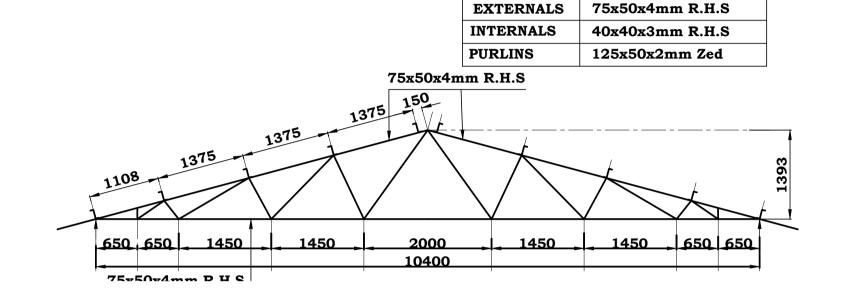


PART ROOF BEAM RBM 2 R.C DETAILS -600x200 - (1:25)

T8-03-150 Links

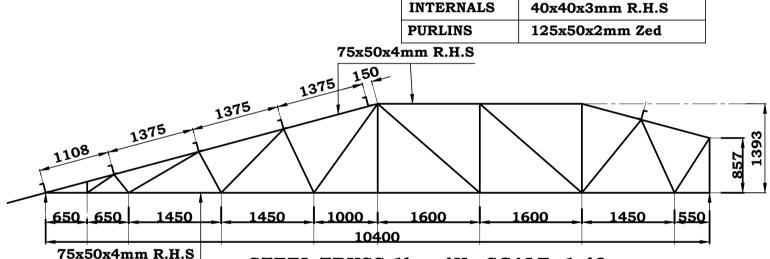
PART ROOF BEAM RBM 1 R.C DETAILS -600x250 - (1:25)





TRUSS

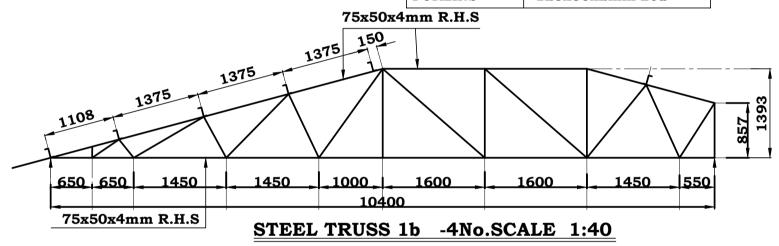
MEMBER



TRUSS

MEMBER

**EXTERNALS** 



	TRUSS MEMBER	MEMBER SIZES	
	EXTERNAL	75x50x4mm R.H	ı.s
	INTERNALS	40x40x3mm R.H	ı.s
	PURLINS	125x50x2mm Ze	ed
		75x50x4mn	n R.H.S
	1345	5	1393
1100	800 800	1250 1250 8	300_
	600	00	
	mm R.H.S		

		RUSS EMBEF	2		MEMBER SIZES		
		XTERN		75x	50x4mm F	R.H.S	
	IN	ITERN	ALS	40x	40x3mm I	R.H.S	
	PU	JRLINS	3	125	x50x2mm	Zed	
					75x50x4	mm R.H	<b>s</b>
	1345		1375	7	1375		1393
_ 1100 _	800_	_800_	125	io _	1250	800_	
ļ			6000				
75x50x4	mm R.	H.S					
STE	EL TI	RUSS	4c	-2N	SCALE	1:40	
					<u> </u>		=

EXTERNALS 75x50x4mm R.H.S

							TRU	JSS MBER		MEMBER SIZES						
							EX'	TERNALS	75	x50x4mm R.H.	s					
			75x5	0x41	mm R.H.S		INT	ERNALS	40	x40x3mm R.H.	s					
		11	98 -				PUR	LINS	12	5x50x2mm Zec	i					
	872	11			<u> </u>											
Ţ														$\nearrow$	536	
400	80	00_	800_		1720	172	0	1720		1720	17	<u>20                                    </u>	_800_	800	400	
Į.	-							12600								
_	75x50	)x4n	nm R.H	ı.s		'			·	,	'		,		,	
					STE	EL TR	USS	2 -2No.	S	CALE 1:40						

			INTERNALS	40x40x3m	m R.H.S		
			PURLINS	125x50x2r	nm Zed		
			75x50x4mm	R.H.S			
	1375	1375	375				1112
100	1050	1450	2000	1450	1050	450	
45	0 1250	1450	2000 8300	1450	1250	450	
	75x50x4r	nm R.H.S					
		STEEL	TRUSS 4 -1:	1No.SCAL	E 1:40		

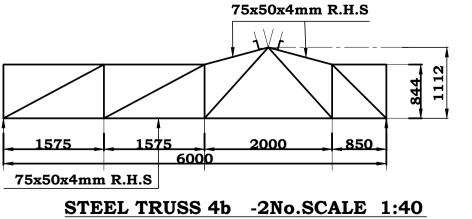
**MEMBER** 

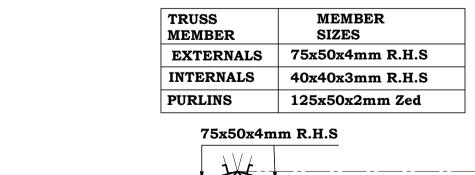
**SIZES** 

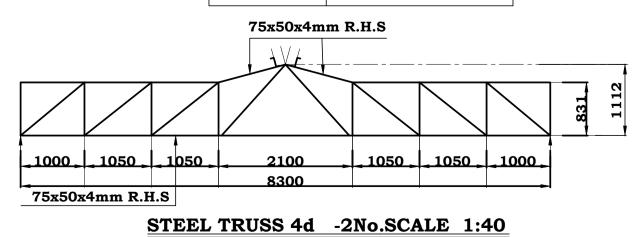
TRUSS

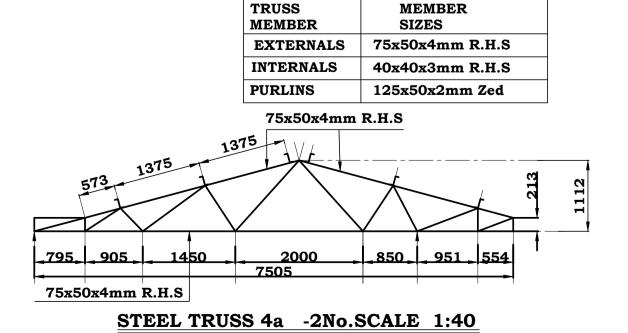
**MEMBER** 

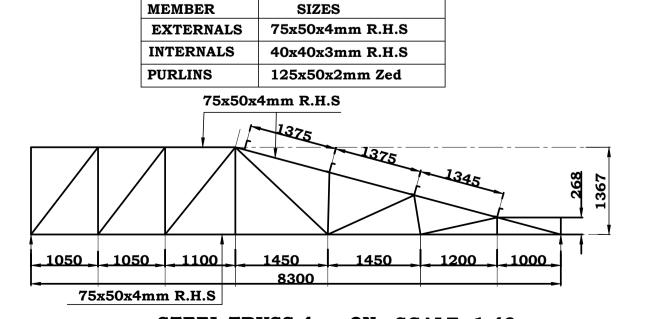
50x4mm R.H.S
10x3mm R.H.S
x50x2mm Zed











**MEMBER** 

TRUSS

AHURA BENJAMIN REGIONAL WORKS OFFICER - NYANZA REGION STEEL TRUSS 4e -2No.SCALE 1:40 HOUSING, URBAN DEVELOPMENT AND PUBLIC WORKS STATE DEPARTMENT FOR PUBLIC WORKS REGIONAL WORKS OFFICE NYANZA REGION P. O. Box 821- 40100 KISUMU-KENYA STRUCTURAL DEPARTMENT FOR THE GOVERNMENT OF THE REPUBLIC OF KENYA

