

ANNEX 1



**CONSTRUCTION OF ACCESS ROAD, STORM WATER DRAINAGE,
SERVICE CONDUITS AND ASSOCIATED PROTECTIVE WORKS
AT MALABA OSBP**

FOR

KENYA REVENUE AUTHORITY

AT

MALABA ONE STOP BORDER POST

JUNE 2024

**CONSTRUCTION OF ACCESS ROAD, STORM WATER DRAINAGE,
SERVICE CONDUITS AND ASSOCIATED PROTECTIVE WORKS
AT MALABA OSBP
BILL NO. 2 - PARTICULAR PRELIMINARIES**

ITEM	DESCRIPTION	AMOUNT (Kshs.)
	PARTICULAR PRELIMINARIES	
A	<p>EMPLOYER KENYA REVENUE AUTHORITY P.O.BOX 48240 - 00100 NAIROBI</p> <p>The term "Employer" and "Government" wherever used in the contract document shall be synonymous</p>	
B	<p>LOCATION OF SITE</p> <p>The site of the proposed works is- Malaba One Stop Border Stop (OSBP) The Contractor is advised to visit the site, to familiarize with the nature and position of the site. No claims arising from the Contractor's failure to do so will be entertained.</p>	
C	<p>DESCRIPTION OF THE WORKS</p> <p>The works to be carried out under this contract comprise Construction of access road, storm water drainage, service conduits and associated protective works</p>	
D	<p>FORM OF CONTRACT</p> <p>The Form of Contract shall be as stipulated in the Republic of Kenya's Standard Tender Document for Procurement of Building Works) included herein The Conditions of Contract are also included herein Conditions of Contract .Particulars of insertions to be made in the Appendix to the Contract Agreement will be found in the Particular Preliminaries part of these Bills of Quantities</p>	
E	<p>BID BOND</p> <p>A bid bond shall be required in the amount stated here or in the invitation to tender or advertisement</p> <p>Bid bond shall be from EITHER an insurance or bank.</p>	
F	<p>CLEARING AWAY</p> <p>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.</p> <p>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.</p>	
	Shs.	
	<u>PARTICULAR PRELIMINARIES</u>	

ITEM	DESCRIPTION	AMOUNT (Kshs.)
A	<p>WORKING CONDITIONS</p> <p>This is a virgin site The contractor must allow for compliance with all County & Civic Authority laws & regulations</p>	
B	<p>CLAIMS</p> <p>It shall be a condition of this contract that upon it becoming reasonably apparent to the Contractor that he has incurred losses and/or expenses due to any of the contract conditions, or by any other reason whatsoever, he shall present such claim or intent to claim notice to the PROJECT MANAGER within the contract period. No claims shall be entertained upon the expiry of the said contract period.</p>	
C	<p>LABOUR CAMPS</p> <p>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.</p>	
D	<p>PRICING RATES</p> <p>The tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities.</p> <p>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.</p> <p>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. Prices quoted should be net inclusive of all taxes, must be in Kenya shillings Prices shall remain valid for One Hundred and twenty (120) days from the closing date of tender.</p> <p>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.</p>	
E	<p>MATERIALS FROM DEMOLITIONS</p> <p>Any materials arising from demolitions SHALL NOT BE re-used shall become the property of the client unless otherwise advised.</p>	
F	<p>URGENCY OF THE WORKS</p> <p>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 deems that he/she may incur by having to complete the works within the stipulated contract period.</p>	
	<p style="text-align: right;">Shs.</p> <p><u>PARTICULAR PRELIMINARIES</u></p>	<hr/> <hr/>

ITEM	DESCRIPTION	AMOUNT (Kshs.)
A	<p>PAYMENTS GENERALLY</p> <p>The contractor is advised to deliver & concur on his claim for payment with the PM before the following site visit to enable approval of the same by the Acceptance & Approval Committee.</p> <p>The claim shall be prepared in the same format as these bills clearly showing quantities & rates (both work & materials).</p> <p>Both the PM & contractor should be able to locate & identify the items claimed from the main bill.</p> <p>The last contractual claim/invoice for the relevant financial year should reach the PM by 30th May. Latter claims shall not be processed for payment in the current year.</p>	
B	<p>PAYMENT FOR MATERIALS ON SITE</p> <p>All materials for incorporation in the works must be stored on site before payment is effected, unless specifically exempted by the Project Manager. This is to include materials of the Contractor, nominated sub-Contractors and nominated suppliers.</p>	
C	<p>ADVANCE PAYMENTS</p> <p>The tenderer's attention is drawn to the fact that the Government does not make any advance payments.</p>	
D	<p>EXISTING SERVICES</p> <p>Prior to the commencement of any work, the Contractor is to ascertain from the relevant authority the exact position, depth and level of all existing services in the area and he/she shall make whatever provisions may be required by the authorities concerned for the support, maintenance and protection of such services.</p>	
E	<p>TENDER DOCUMENTS</p> <p>Tender documents are as listed in Clause 2.1 of the Instruction to Tenderer's</p>	
F	<p>DELIVERY OF TENDER</p> <p>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.</p> <p>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.</p>	
	<p style="text-align: right;">Shs.</p> <p><u>PARTICULAR PRELIMINARIES</u></p>	<hr/> <hr/>

ITEM	DESCRIPTION	AMOUNT (Kshs.)
A	<p>MEASUREMENTS</p> <p>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 13 of the Conditions of Contract. The discrepancies shall then be treated as a variation and be dealt with in accordance with Clause 13 of the said Conditions.</p>	
B	<p>VALUE ADDED TAX</p> <p>The Contractor's attention is drawn to the Legal Notice in the Finance Act part 3 Section 21(b) operative from 1st September, 1993 which requires payment of VAT on all contracts.</p> <p>In accordance with Government public notice No. 35 & 36 Dated 11th September 2003 operational from 1st October 2003, withholding VAT was to be levied against the contract sum by the Employer and remitted to the Commissioner of VAT through all interim certificates.</p>	
C	<p>THE CURRENT LAWS ON THIS SUBJECT SHALL APPLY</p> <p>The contractor should include this tax in the RATES and NOT in the Grand Summary.</p>	
		Shs.
	<u>PARTICULAR PRELIMINARIES</u>	

ITEM	DESCRIPTION	AMOUNT (Kshs.)
PARTICULARS OF INSERTIONS TO BE MADE IN APPENDIX TO CONTRAT AGREEMENT		
The following are the insertions to be made in the appendix to the contract Agreement:-		
A	Period of Final Measurement 3 Months from Practical Completion	
B	Defects Liability Period 6 Months from Practical Completion	
C	Date for Possession To be agreed with the Project Manager	
D	Date for Completion Not more than 12 WEEKS from the Date of possession	
E	Liquidated and Ascertained Damages At a rate of 0.015% per day or part thereof	
F	Period of Interim Certificates Monthly	
G	Period of Honouring Certificates 30 Days from date of Invoice	
H	Percentage of Certified Value Retained 10%	
I	Limit of Retention Fund 10 %	
		Shs.
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<u>PARTICULAR PRELIMINARIES</u>		

ITEM	DESCRIPTION	AMOUNT (Kshs.)
	<u>COLLECTION</u>	
	Brought forward from page PP/1	
	Brought forward from page PP/2	
	Brought forward from page PP/3	
	Brought forward from page PP/4	
	Brought forward from page PP/5	
	TOTAL AMOUNT FOR PARTICULAR PRELIMINARIES CARRIED TO GRAND SUMMARY	

**CONSTRUCTION OF ACCESS ROAD, STORM WATER DRAINAGE,
SERVICE CONDUITS AND ASSOCIATED PROTECTIVE WORKS
BILL NO. 1 - GENERAL PRELIMINARIES**

ITEM	DESCRIPTION	AMOUNT (Kshs.)
<p>A.</p>	<p>GENERAL PRELIMINARIES</p> <p>PRICING OF ITEMS OF PRELIMINARIES AND PREAMBLES</p> <p>Prices will be inserted against items of Preliminaries in the Contractor's priced Bills of Quantities and Specification.</p> <p>The Contractor shall be deemed to have included in his prices or rates for the various items in the Bills of Quantities or Specification for all costs involved in complying with all the requirements for the proper execution of the whole of the works in the Contract.</p> <p>Failure to price an item shall not exempt the contractor from carrying out works described therein.</p> <p>Should the contractor fail to carry out works which he/she did not price and after having received a written instruction from the PM, then the value of such works shall be deducted from the very immediate certificate issued to the contractor.</p> <p>MoPW current rates, JBC, IQSK, manufacturers or fair rates shall be used by the PM in valuation of unpriced items which the contractor shall fail to execute.</p> <p>The contractor is advised to read and understand all preliminary items. The Contractor is advised to visit the site, to familiarize with the nature and position of the site. No claims arising from the Contractor's failure to do so will be entertained.</p>	
<p>B</p>	<p>FIRM PRICE CONTRACT</p> <p>Unless otherwise specifically stated in the Contract Data and/or Particular preliminaries this is a firm price contract and the contractor must allow in his tender rates for any increase in the cost of labour and/or materials during the currency of the contract.</p>	
<p>C</p>	<p>VISIT SITE AND EXAMINE DRAWINGS.</p> <p>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.</p>	
	<p>Total carried to summary</p>	

**CONSTRUCTION OF ACCESS ROAD, STORM WATER DRAINAGE,
SERVICE CONDUITS AND ASSOCIATED PROTECTIVE WORKS
BILL NO. 1 - GENERAL PRELIMINARIES**

ITEM	DESCRIPTION	AMOUNT (Kshs.)
<p>A</p>	<p>BONDS.</p> <p>The Contractor shall find and submit on the Form of Tender a Guarantor and who will be willing to be bound the Government in the amount of the bond. The amount of the bond is SPECIFIED IN THE PARTICULAR PRELIMINARIES The guarantor shall be an approved institution as specified in the particular preliminaries or invitation to tender and who will when and if called upon, sign a Bond to that effect on the relevant standard form included herein. (without the addition of any limitations) on the same day as the Contract Agreement is signed, by the Government, the Contractor shall furnish within seven days another Surety to the approval of the Government.</p>	
<p>B</p>	<p>PERFORMANCE BOND</p> <p>10% bond shall be required from the specified institution</p> <p>The period for supplying the bond shall be 14 days.</p> <p>No contract shall be signed, NOR shall any payment be made before the bidder has complied with the bond requirements</p> <p>Failure to deliver the bond within the specified period shall automatically disqualify the bidder and the tender shall be awarded to next most responsive bidder without reference to the defaulting bidder. Should the bidder commence works and subsequently fail to provide the bond, he shall be evicted from site without any reimbursement notwithstanding the site having been handed over by the PM and client. The handing over only kickstarts the process and is not a waiver to bond conditions.</p> <p>The bond for the due performances of the Contract shall be valid up to the date of completion as certified by the PROJECT MANAGER</p> <p>Any bond which provides otherwise or attempts to vary the duration of validity shall be invalid</p> <p>The bond shall comply in all respects with the PPOA copy enclosed in the instructions to tender. A bond that does not match the PPOA copy shall be treated as NO BOND</p> <p>The contractor shall provide a bid security duly signed, sealed and stamped from an approved Bank of required amount in the particular preliminaries</p>	
	Total carried to summary	

**CONSTRUCTION OF ACCESS ROAD, STORM WATER DRAINAGE,
SERVICE CONDUITS AND ASSOCIATED PROTECTIVE WORKS
BILL NO. 1 - GENERAL PRELIMINARIES**

ITEM	DESCRIPTION	AMOUNT (Kshs.)
<p>A</p> <p>EMPLOYER</p> <p>The "Employer" is AS DEFINED UNDER PARTICULAR PRELIMINARIES</p> <p>The term "Employer" and "Government" wherever used in the contract document shall be synonymous</p> <p>B</p> <p>PROJECT MANAGER shall be -:</p> <p>The term "P.M." wherever used in these Bills of Quantities shall be deemed to imply the Project Manager as defined in Condition 1 of the Conditions of Contract or such person or persons as may be duly authorised to represent him on behalf of the Government.</p> <p>C</p> <p>ARCHITECT</p> <p>The term "Architect" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is as above</p> <p>D</p> <p>QUANTITY SURVEYOR</p> <p>The term "Quantity Surveyor" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is as above</p> <p>E</p> <p>ELECTRICAL ENGINEER</p> <p>The term "Electrical Engineer" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is as above</p> <p>F</p> <p>MECHANICAL ENGINEER</p> <p>The term "Mechanical Engineer" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is as above</p> <p>G</p> <p>STRUCTURAL ENGINEER</p> <p>The term "Structural Engineer" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is as above</p>		
	Total carried to summary	

**CONSTRUCTION OF ACCESS ROAD, STORM WATER DRAINAGE,
SERVICE CONDUITS AND ASSOCIATED PROTECTIVE WORKS
BILL NO. 1 - GENERAL PRELIMINARIES**

ITEM	DESCRIPTION	AMOUNT (Kshs.)
A	<p>PLANT, TOOLS AND VEHICLES</p> <p>Allow for providing all scaffolding, plant, tools and vehicles required for the work except in so far as may be stated otherwise herein and except for such items specifically and only required for the use of nominated Sub-Contractors as described herein. No timber used for scaffolding, formwork or temporary works of any kind shall be used afterwards in the permanent work.</p>	
B	<p>TRANSPORT.</p> <p>Allow for transport of workmen, materials, etc., to and from the site at such hours and by such routes as may be permitted by the competent authorities.</p>	
C	<p>MATERIALS AND WORKMANSHIP.</p> <p>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.</p>	
D	<p>SIGN FOR MATERIALS SUPPLIED.</p> <p>The Contractor will be required to sign a receipt for all articles and materials supplied by the PROJECT MANAGER at the time of taking deliver thereof, as having received them in good order and condition, and will thereafter be responsible for any loss or damage and for replacements of any such loss or damage with articles and/or materials which will be supplied by the PROJECT MANAGER at the current market prices including Customs Duty and V.A.T., all at the Contractor's own cost and expense, to the satisfaction of the PROJECT MANAGER</p>	
E	<p>STORAGE OF MATERIALS</p> <p>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.</p>	
	Total carried to summary	

**CONSTRUCTION OF ACCESS ROAD, STORM WATER DRAINAGE,
SERVICE CONDUITS AND ASSOCIATED PROTECTIVE WORKS
BILL NO. 1 - GENERAL PRELIMINARIES**

ITEM	DESCRIPTION	AMOUNT (Kshs.)
<p>A</p>	<p>SAMPLES</p> <p>The Contractor shall furnish at his own cost any samples of materials or workmanship including concrete test cubes required for the works that may be called for by the PROJECT MANAGER for his approval until such samples are approved by the PROJECT MANAGER and the PROJECT MANAGER, may reject any materials or workmanship not in his opinion to be up to approved samples. The PROJECT MANAGER shall arrange for the testing of such materials as he may at his discretion deem desirable, but the testing shall be made at the expense of the Contractor and not at the expense of the PROJECT MANAGER PROVIDED THEY PASS THE TEST. The Contractor shall pay for the testing in accordance with the current scale of testing charges laid down by the Ministry of Public Works.</p> <p>The procedure for submitting samples of materials for testing and the method of marking for identification shall be as laid down by the PROJECT MANAGER The Contractor shall allow in his tender for such samples and tests except those in connection with nominated sub-contractors' work.</p> <p>Samples of paint, carpets, curtains & covers, tiles & timber shall be required for approval by the PM together with the employer.</p> <p>No alternte rate shall be offered on account that the employer has chosen a superior finish unless the bidder had attached the sample he priced.</p>	
<p>B</p>	<p>PUBLIC AND PRIVATE ROADS.</p> <p>Maintain as required throughout the execution of the works and make good any damage to public or private roads arising from or consequent upon the execution of the works to the satisfaction of the local and other competent authority and the PROJECT MANAGER</p>	
<p>C</p>	<p>EXISTING PROPERTY.</p> <p>The Contractor shall take every precaution to avoid damage to all existing property including roads, cables, drains and other services and he will be held responsible for and shall make good all such damage arising from the execution of this contract at his own expense to the satisfaction of the PROJECT MANAGER</p>	
<p>D</p>	<p>ACCESS TO SITE AND TEMPORARY ROADS.</p> <p>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</p>	
	<p>Total carried to summary</p>	

**CONSTRUCTION OF ACCESS ROAD, STORM WATER DRAINAGE,
SERVICE CONDUITS AND ASSOCIATED PROTECTIVE WORKS
BILL NO. 1 - GENERAL PRELIMINARIES**

ITEM	DESCRIPTION	AMOUNT (Kshs.)
<p>A</p> <p>B</p> <p>C</p> <p>D</p> <p>D</p>	<p>AREA TO BE OCCUPIED BY THE CONTRACTOR The area of the site which may be occupied by the Contractor for use of storage and for the purpose of erecting workshops, etc., shall be defined on site by the PROJECT MANAGER</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>	
	Total carried to summary	

**CONSTRUCTION OF ACCESS ROAD, STORM WATER DRAINAGE,
SERVICE CONDUITS AND ASSOCIATED PROTECTIVE WORKS
BILL NO. 1 - GENERAL PRELIMINARIES**

ITEM	DESCRIPTION	AMOUNT (Kshs.)
<p>A</p>	<p>PROVISIONAL WORK</p> <p>All work described as "Provisional" in these Bills of Quantities is subject to remeasurement in order to ascertain the actual quantity executed for which payment will be made. All "Provisional" and other work liable to adjustment under this Contract shall left uncovered for a reasonable time to allow all measurements needed for such adjustment to be taken by the PROJECT MANAGER Immediately the work is ready for measuring, the Contractor shall give notice to the PROJECT MANAGER. If the Contractor makes default in these respects he shall if the PROJECT MANAGER so directs uncover the work to enable all measurements to be taken and afterwards reinstate at his own expense.</p>	
<p>B</p>	<p>PROVISIONAL SUMS.</p>	
<p></p>	<p>The term "Provisional Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7(i) of the Standard Method of Measurement. Such sums are net and no addition shall be made to them for profit.</p>	
<p>C</p>	<p>ADJUSTMENT OF PROVISIONAL SUMS.</p>	
<p></p>	<p>In the final account all Provisional Sums shall be deducted and the value of the work properly executed in respect of them upon the PROJECT MANAGER's order added to the Contract Sum. Such work shall be valued , but should any part of the work be executed by a Nominated Sub-Contractor, the value of such work or articles for the work to be supplied by a Nominated Supplier, the value of such work or articles shall be treated as a P.C. Sum and profit and attendance comparable to that contained in the priced Bills of Quantities for similar items added.</p>	
<p>D</p>	<p>PRIME COST (OR P.C.) SUMS.</p>	
<p></p>	<p>The term "Prime Cost Sum" or "P.C. Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7 (ii) of the Standard Method of Measurement . Persons or firms nominated by the PROJECT MANAGER to execute work or to provide and fix materials or goods are described herein as Nominated Sub-Contractors. Persons or firms so nominated to supply goods or materials are described herein as Nominated Suppliers.</p>	
	<p>Total carried to summarys</p>	

**CONSTRUCTION OF ACCESS ROAD, STORM WATER DRAINAGE,
SERVICE CONDUITS AND ASSOCIATED PROTECTIVE WORKS
BILL NO. 1 - GENERAL PRELIMINARIES**

ITEM	DESCRIPTION	AMOUNT (Kshs.)
A	<p>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.</p>	
B	<p>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 and shall thereafter be responsible for such sub-contractors in every respect. Unless otherwise described the Contractor is to provide for such Sub-Contractors any or all of the facilities described in these Preliminaries. The Contractor should price for these with the nominated Sub-contract Contractor's work concerned in the P.C. Sums under the description "add for Attendance".</p>	
A	<p>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.</p>	
B	<p>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.</p>	
	Total carried to summary	

**CONSTRUCTION OF ACCESS ROAD, STORM WATER DRAINAGE,
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ITEM	DESCRIPTION	AMOUNT (Kshs.)
A	<p>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 type noted in the Particular Preliminaries, complete with Furniture. He shall also provide a strong metal trunk complete with strong hasp and staple fastening and two keys. He shall provide, erect and maintain a lock-up 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 levelling staff, ranging rods and 50 metre metallic or linen tape.</p>	Not Applicable
B	<p>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 Sub--contractors are to be made liable for the cost of any water or electric current used and for any installation provided especially for their own use.</p>	
B	<p>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</p>	
C	<p>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.</p>	
D	<p>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.</p>	
	Total carried to summary	

**CONSTRUCTION OF ACCESS ROAD, STORM WATER DRAINAGE,
SERVICE CONDUITS AND ASSOCIATED PROTECTIVE WORKS
BILL NO. 1 - GENERAL PRELIMINARIES**

ITEM	DESCRIPTION	AMOUNT (Kshs.)
<p>A</p>	<p>WORKS TO BE DELIVERED UP CLEAN</p> <p>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</p>	
<p>B</p>	<p>GENERAL SPECIFICATION.</p> <p>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.</p>	
<p>C</p>	<p>TRAINING LEVY</p> <p>The Contractor's attention is drawn to legal notice No. 237 of October, 1971, which requires payment by the Contractor of a Training Levy at the rate of 1/4 % of the Contract sum on all contracts of more than Kshs. 50,000.00 in value.</p>	
<p>D</p>	<p>MATERIALS ON SITE</p> <p>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.</p>	
<p>E</p>	<p>HOARDING</p> <p>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 x 50 mm timber posts firmly secured at 1800 mm centres with two 75 x 50 mm timber rails for a total length of approximately three hundred meters. 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.</p>	
<p>F</p>	<p>ALTERATIONS TO BILLS, PRICING, ETC.</p> <p>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.</p>	
	<p>Total carried to summary</p>	

**CONSTRUCTION OF ACCESS ROAD, STORM WATER DRAINAGE,
SERVICE CONDUITS AND ASSOCIATED PROTECTIVE WORKS
BILL NO. 1 - GENERAL PRELIMINARIES**

ITEM	DESCRIPTION	AMOUNT (Kshs.)
A	<p>MATERIALS ARISING FROM EXCAVATIONS Materials of any kind obtained from the excavations shall be the property of the Government. Unless otherwise provided for in the particular preliminaries. 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.</p>	
B	<p>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 instructed to take reasonable care in the execution of the works as to prevent accidents, damage or loss and disruption of normal activities being carried out by the Client. The Contractor shall allow in his rates any expense he deems necessary by taking such care within the site.</p>	
C	<p>GOVERNMENT ACTS REGARDING WORKPEOPLE 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. In particular the Contractor's attention is drawn to the provisions of the Factory Act 1950 and his tender must include for all costs arising or resulting from compliance with any Act, Order or Regulation relating to Insurances, pensions and holidays for workpeople or so the safety, health and welfare of the workpeople. The Contractor must make himself fully acquainted with current Acts and Regulations, including Police Regulations regarding the movement, housing, security and control of labour, labour camps, passes for transport, etc. 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 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.</p> <p>No claim in respect of want of knowledge in this connection will be entertained.</p>	
D	<p>REMOVAL OF RUBBISH ETC. Removal of rubbish and debris from the Buildings and site as it accumulates and at the completion of the works and remove all plant, scaffolding and unused materials at completion.</p>	
C	<p>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.</p>	
D	<p>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.</p>	
	Total carried to summary	

**CONSTRUCTION OF ACCESS ROAD, STORM WATER DRAINAGE,
SERVICE CONDUITS AND ASSOCIATED PROTECTIVE WORKS
BILL NO. 1 - GENERAL PRELIMINARIES**

ITEM	DESCRIPTION	AMOUNT (Kshs.)
	SUMMARY	
	Brought Forward From Page GP/1	
	Brought Forward From Page GP/2	
	Brought Forward From Page GP/3	
	Brought Forward From Page GP/4	
	Brought Forward From Page GP/5	
	Brought Forward From Page GP/6	
	Brought Forward From Page GP/7	
	Brought Forward From Page GP/8	
	Brought Forward From Page GP/9	
	Brought Forward From Page GP/10	
	Brought Forward From Page GP/11	
	Brought Forward From Page GP/12	
	TOTAL CARRIED TO GRAND SUMMARY	

CONSTRUCTION OF ACCESS ROAD, STORM WATER DRAINAGE, SERVICE CONDUITS AND ASSOCIATED PROTECTIVE BILL NO. 3 - CIVIL WORKS

Item	Description	Unit	Quantity	Rate	Amount (Kes)
A	Allow a Provisional Sum Kenya Shillings One Hundred Thousand for Level Surveying works as instructed by the Project Civil Engineer	SUM	1	100,000	100,000
B	Allow % for Contractor's Profits and Overheads	%			
C	Allow a Provisional Sum of Kenya Shillings Two Hundred Thousand for Material Testing as instructed by the Project Civil Engineer	SUM	1	200,000	200,000
D	Allow % for Contractor's Profits and Overheads	%			
E	Allow a Provisional Sum of Kenya Shillings Six Hundred Thousand for Statutory Approvals as instructed by the Project Civil Engineer	SUM	1	600,000	600,000
F	Allow % for Contractor's Profits and Overheads	%			
Total Carried to Grand Summary					

CONSTRUCTION OF ACCESS ROAD, STORM WATER DRAINAGE, SERVICE CONDUITS AND ASSOCIATED PROTECTIVE BILL NO. 3 - CIVIL WORKS

Item	Description	Unit	Quantity	Rate	Amount (Kes)
SITE CLEARANCE & DEMOLITIONS					
A	Clear site off all vegetation including small trees, scrubs and bushes and store in lumps away from site as directed by the Project Manager.	m ²	800		
B	Excavate over site to remove vegetation soil average 200mm deep.	m ²	800		
C	Cut down tree and grub up roots for tree with girth not exceeding 600mm	No	1		
<u>EARTHWORKS</u>					
D	Mass excavation average depth 1250mm to formation level	m ³	1,000		
E	Extra over excavation for excavating in Rock class 1	m ³	5		
F	Excavation, removal and disposal of existing reinforced concrete slab	m ³	18		
G	Removal of existing drainage channels to spoil as directed by engineer	m	4		
<u>SUBGRADE, SUBBASE AND BASE COURSE LAYERS</u>					
H	Scarify,water,compact and trim existing ground (subgrade) to atleast 95% MDD (AASHTO T99) to a depth of 150mm below ground level.	m ³	120		
I	Fill for subgrade using material of CBR greater than 30%. Dump, spread, water, mix and compact to minimum of 100% MDD (AASHTO T.99) and relative moisture (85-105% OMC) as per specification .	m ³	240		
J	Provide, mix in stationary plant GCS material class A (0/30 mm) chippings to be improved with 2-3% Ordinary Portland Cement, lay using mechanical paver, water and compact to minimum 96% MDD specifications and as directed by the Engineer as subbase & base for the road (200mm subbase,150mm base)	m ³	280		
K	Provide and transport cement stabilizer to be mixed into GCS material in a stationary plant.	Ton	12		
L	Mixing in cement stabilizer into GCS subbase & base material in a stationary plant as per specification and as directed by the Engineer	m ³	280		
M	Allow for the protection and curing of the treated GCS subbase & base material as per specification and as directed by the Engineer.(In two layers 200mm & 150mm)	m ²	1,600		
Total Carried to Collection Page					

CONSTRUCTION OF ACCESS ROAD, STORM WATER DRAINAGE, SERVICE CONDUITS AND ASSOCIATED PROTECTIVE BILL NO. 3 - CIVIL WORKS

Item	Description	Unit	Quantity	Rate	Amount (Kes)
<u>CONCRETE PAVING</u>					
A	Prepare, place and vibrate 250mm thick mass concrete C40/15 made from ordinary portland cement grade 42.5	m ³	176		
B	Provide and place BRC A252 into the concrete slab	m ²	800		
<u>Provide reinforcement, cut, bend, coat with bitumen and fix to the pavement construction and expansion joints</u>					
C	12mm diameter	Kg	1,750		
<u>Provide high strength steel DOWEL BARS, cut to size and install to the pavement expansion and construction joints</u>					
D	25mm diameter	Kg	1,478		
E	Provide all materials and construct sawn form work to vertical sides of pavement slab, girth 200-300mm	m	210		
F	Allow for 12 mm expansion joint at 220mm concrete layer filled with approved flexel material	m	348		
G	Extra for cutting and shaping of joints	m	348		
H	Extra for application of joint sealant (MS 600)	m	348		
I	Allow for curing of all the concrete works	m ²	800		
<u>DRAINAGE WORKS</u>					
J	Provide, lay and joint 450mm dia. precast concrete pipes on concrete bedding to correct fall.	m	4		
K	Provide, mix and place concrete grade C20 (Mix Ratio 1:2:4) as concrete haunch and surround around pipes. Cement to BS 12,20mm aggregate to BS 882. Including all the necessary formwork.	m ³	1		
L	Backfill and compact after laying, jointing and surrounding of the pipes.	m ³	3		
Total Carried to Collection Page					

CONSTRUCTION OF ACCESS ROAD, STORM WATER DRAINAGE, SERVICE CONDUITS AND ASSOCIATED PROTECTIVE BILL NO. 3 - CIVIL WORKS

Item	Description	Unit	Quantity	Rate	Amount (Kes)
	<u>ROAD FURNITURE</u>				
	<u>ROAD KERBS</u>				
A	Excavate for, provide and place 450x300mm class 25/20 precast concrete raised or ramped kerbs haunched in 100mm thick class 15/20 concrete base bedding and mortar joined in support to the road pavement as directed by the engineer.				
B	Straight Kerbs	m	54		
C	Kerbs radius 6m-12m	m	30		
	<u>ROAD MARKING</u>				
D	Provide and paint yellow or white acrylic road marking on concrete surface to demarcate spaces.	m ²	80		
	<u>PROTECTION WORKS</u>				
E	Excavate for retaining wall, average depth 1.2m	m ³	8		
F	Backfill and ram	m ³	4		
	<u>Concrete works</u>				
G	Prepare and pour 50mm thick class P, mix 1:4:8 blinding	m ³	1		
H	Prepare and pour concrete class 25, to the toe and vertical walling.	m ³	3		
I	Ditto but class 25 concrete for cover slab	m ³	3		
J	Provide, cut, fix assorted high yield strength steel including spacer blocks to suspended cover slabs. And also for base and vertical walls.	Kg	660		
K	Provide all materials and construct line form work to sides of the R.C walls	m ²	6		
L	Heavy Duty MH covers	No.	3		
	Total Carried Forward				

CONSTRUCTION OF ACCESS ROAD, STORM WATER DRAINAGE, SERVICE CONDUITS AND ASSOCIATED PROTECTIVE BILL NO. 3 - CIVIL WORKS

Item	Description	Unit	Quantity	Rate	Amount (Kes)
Ttal Brought Forward					
A	Place and provide class 25/20 concrete Bollards size 1.2x0.2x0.2m embedded in a ground beam to a depth of 0.45m, including reinforcement (D12) at a place as directed by engineer and as per the details.	No	10		
B	Prepare and pour 50mm thick class P, mix 1:4:8 blinding	m ³	1		
C	Provide and place R.C class 25/20 ground beam (450x450mm)	m ³	8		
D	Provide, cut, fix assorted high yield strength steel including spacer blocks to the ground beam	Kg	284		
SERVICE DUCTS					
E	Micro-tunneling for a 200mm diameter PVC duct for electrical services	m	13		
F	Manhole construction, size less than 1m in depth for electrical services	No	4		
Total Carried to Collection					

**CONSTRUCTION OF ACCESS ROAD, STORM WATER
DRAINAGE,
SERVICE CONDUITS AND ASSOCIATED PROTECTIVE
BILL NO. 3 - CIVIL WORKS**

Item	Description	Unit	Quantity	Rate	Amount (Kes)
	BILL NO. 3 - ACCESS ROAD COLLECTION				
1	Page 1				
2	Page 2				
3	Page 3				
4	Page 5				
	TOTAL CARRIED TO GRAND SUMMARY PAGE				

**CONSTRUCTION OF ACCESS ROAD, STORM WATER DRAINAGE,
SERVICE CONDUITS AND ASSOCIATED PROTECTIVE WORKS
AT MALABA OSBP
GRAND SUMMARY**

ITEM	DESCRIPTION	TENDERER'S AMOUNT KES
0	Preambles & Pricing Notes	
1	Bill No. 1 - Particular Preliminaries	-
2	Bill No. 2 - General Preliminaries	-
3	Bill No. 3 - Civil Works	-
Sub - Total 1 - Amount		-
Add 16% Value Added Tax (VAT)		-
Sub - Total 2 - Amount		-
Allow for 10% for Contingencies		-
TOTAL CARRIED TO FORM OF TENDER		-

Amount in words:.....

.....

Tenderer's Name:.....

Address:.....

Signature:.....

Rubber stamp:.....

Date:.....

Witness's name:.....

Signature:.....

Address:.....

Date:.....