COUNTY GOVERNMENT OF MERU

CONSTRUCTION OF THEATRE UNIT AT MIKINDURI SUB-COUNTY HOSPITAL

BILL OF QUANTITIES, SPECIFICATIONS AND CONDITIONS OF CONTRACT

TENDER NO. CGM/ONT/193/2017-2018

RUBBER STAMP
Name .....
Date .....
Note:
(a) This tender is not an order
(b) Return 2 copies and retain the other for your records
(c) Your prices should include V.A.T. where applicable.
(d) Please countersign for all alterations on this tender Form before submission to avoid disqualification.

CLOSING DATE: 30th May 2018 at 10.00 a.m.

CONSTRUCTION OF THEATRE UNIT AT MIKINDURI SUB-COUNTY HOSPITAL

INDEX TO BILLS OF QUANTITIES

TABLE OF CONTENTS

	Item Description			Page No.
1.	Front Cover - I			
2.	Index to Bills of Quantities - II			
3.	Signature Page - III			
4.	Instruction to Tenders		-	IV - XIV
5.	Form of Tender - XV - XVI			
6.	Form of Surety Undertaking - XVII			
7.	Contractor's Performance Bond		-	XVIII
8.	**Bill No. 1**	Particular Preliminaries	-	PP/1 - PP/15
9.	**Bill No. 2**	General Preliminaries	-	GP/1 - GP/20
10.	**Bill No. 3**	Trade Preambles and Pricing Notes	-	SS/1 - SS/2
11.	**Bill No. 4**	Builder's Work	-	1/1 - 1/ 6
12.	**Bill No. 5**	P. C. and Provisional Sums	-	PCPS/1
13.	**Bill No. 6**	Grand Summary	-	GS/1

BILLS OF QUANTITIES

SUPPLIED AS PART OF THE CONTRACT FOR THE CONSTRUCTION OF THEATRE WARD AT MIKINDURI SUB-COUNTY HOSPITAL

The Contract for the above works entered into on the ..... day of ..... year ....., by the undersigned parties refers to these Bills of Quantities consisting of those pages numbered on the index page (ii) which shall be read and construed as part of the said contract.

Signed (Employer).....Date.....
(Authorised signatory)

Signed (Contractor).....Date.....
(Authorised signatory)

SIGNATURE PAGE

INSTRUCTIONS TO TENDERERS :

1. 1. **General**

1.1. The Employer invites tenders for Works Contract as described in the tender documents. The successful tender 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 sub-contractors] 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. 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.

1.4. 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 [5] years.

c) experience in works of similar nature and size for each of the last five [5] 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 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 [5] 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 of during the last five [5] years, in which the tenderer is involved, the parties concerned and disputed amount : and

j) proposals for sub-contracting components of the Works amounting to more than 10 percent of the Contract Price.

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

a) the tender shall include all the information listed in Clause 1.4 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.

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

a) annual volume of construction work of at least 1.5 times the estimated annual cash flow of 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 five years [to comply with this requirement, works cited should be at least 70 percent complete] :

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

d) a Contract Manager with at least five years' experience in works of an equivalent nature and volume, including no less than three years as Manager : and

e) Liquid assets and / or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than 4 months of the estimated payment flow under this Contract.

1.7. 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 1.6 (a) and (e); however, for a joint venture to qualify, each of its partners must meet at least 25 percent of minimum criteria 1.6 (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. Sub-contractors' experience and resources will not be taken into account in determining the tenderer's compliance with the qualifying criteria, unless otherwise stated.

1.8. Each tenderer shall submit only one tender, either individually or as a partner in a joint venture. A tenderer who submits or participates in more than one tender [other than as a Sub-contractor or in cases of alternatives that have been permitted or requested] will cause all the proposals with the tenderer's participation to be disqualified.

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

1.10. The Tenderer, at the tenderer's own responsibility and risk, is encouraged to visit and examine the Site of the Works and its surroundings, and obtain all information that may be necessary for preparing the tender and entering into a Contract for construction of the Works. The costs of visiting the Site shall be at the tenderer's own expense.

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 and may result in rejection of his tender.

2.3 A prospective tenderer requiring any clarification of the tendering 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) The Instructions to Tenderers, Form of Tender, Conditions of Contract, Appendix to Conditions of Contract and Specifications :

b) Tender Security :

c) Priced Bills 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 Bills 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 Bills of Quantities. All duties, taxes, and other levies payable by the Contractor under this 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 subjected 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 **120 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 tenderer's 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 for the amount specified in the invitation to tender. This shall be in the form of a Bank draft or a bank guarantee from an established and reputable bank approved by the Employer.

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 ,

3.15 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the tenderer, pursuant to Clause 1.5 (a) or 1.6 (b), as the case may be. All pages of the tender where alterations or additions have been made shall be initialed by the person or persons signing the tender.

4. Submission of Tenders

4.1 The tenderer shall seal the tender document one envelope which 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 a s executed pursuant to Clause 3.6 may result in the forfeiture of the Tender Security pursuant to Clause 3.11.

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

5. Tender Opening and Evaluation

5.1 The 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. Tenderer's 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, 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 non-confirming deviation or reservation.

5.7 Tenders determined to be substantially responsive will be checked for any arithmetic errors.

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 discrepancy between the tender amount as stated in the Form of Tender and the corrected tender figure in the main summary of the Bill of Quantities, the amount as stated in the Form of Tender shall prevail.

d) the Error Correction Factor shall be computed by expressing the difference between the tender amount and the corrected tender sum as a percentage of the corrected Builder's Work [i.e. Corrected tender sum less P.C. and Provisional Sums].

e) the Error Correction Factor shall be applied to all Builder's Work [as a rebate or addition as the case may be] for the purposes of valuations for Interim Certificates and Valuation of Variations.

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

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 Day works where priced competitively.

c) making an appropriate adjustment for any other acceptance 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 sub-contract work valued more than 50 % of the Contract Price excluding Provisional Sums to an non – indigenous Sub-contractor.

6. Award of Contract

6.1 Subject to Clause 6.2, the award of the Contract will be made to the tenderer whose tender has been determined to be substantially.

Responsive to the tendering 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 not 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 "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.

The notification of ward will constitute the formation of the Contract, subject to the tenderer furnishing the Performance Security in accordance with Clause 6.6. and signing the Agreement in accordance with Clause 6.4.

6.4 The Agreement will incorporate all agreements between the Employer and the successful tenderer. It will be signed by the Procuring Entity and sent to the successful tenderer, within 30 days

following the notification of award. Within 21 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 Form of a Bank Guarantee, and shall be issued at the tenderer's option, by a reputable bank located in Kenya and acceptable to the employer.

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.

FORM OF TENDER

TENDER FOR THE CONSTRUCTION OF THEATRE UNIT AT MIKINDURI SUB-COUNTY HOSPITAL

Having visited the site and examined the Tender Documents for the execution of the above works, we the undersigned are willing to Contract and perform fully, the whole of the said works in accordance with the said Bills of Quantities, Specifications and Conditions of Contract and to enter into a Contract and complete the whole of the works within the time stated in this Form of Tender.

Our Tender figure including all Preliminaries , P. C. Sums, Provisional Sums, Contingencies, V.A.T. and based on a fixed price contract amounts to ;-

Kenya Shillings (Words)

.....

.....

Kshs. (figure) .....

Signature of Tenderer.....

Name of Tenderer.....

Address of Tenderer.....

Form of Tender (Cont'd)

TIME FOR COMPLETION

Further we the undersigned, agree to complete the whole of the works within the time stated below from the date of possession of the site as defined within the Conditions of Contract.

Words : .....FOUR..... (Calender Weeks)

Figures : .....4.....(Calender Weeks)

TENDER VALIDITY PERIOD

Further we, the undersigned, agree that unless and until a formal agreement is executed, this Tender together with your acceptance thereof, shall constitute a binding Contract between us, and this Tender shall remain a valid offer for One Hundred and Twenty (120) days.

EXAMINATION OF TENDER DOCUMENTS

Further we, the undersigned, have examined all the drawings detailed previously which will form part of this Contract, together with the instructions to Tenderers, and we have no further questions relating to them and we have personally signed each document as identification.

Further we, the undersigned understand that the lowest, or any portion of any tender will not necessarily be accepted nor will any expense incurred by the Tenderer in the preparation of this Tender be allowed. Further the Employer reserves the right to award whole or portion of the tenders and to supply only materials or equipment as he may deem fit.

Signature of Tenderer.....

Name of Tenderer.....

Address of Tenderer.....

FORM OF SURETY UNDERTAKING

In the event of.....

..... (TENDERER) of .....

.....(ADDRESS) being awarded the Contract

for the CONSTRUCTION OF KIANJAI MARTKET

We.....

.....(SURETY)

of.....(ADDRESS)

hereby undertake to provide a guarantee in the Form of Performance Bond supplied with these Tender Documents, under seal if required for the due performance of the Contract to the extent of ten percent (10%) of the Tender Sum submitted
by.....

.....(TENDERER

should the said .....(TENDERER)

not be awarded the Contract it is understood that his offer shall become null and void.

Signed for and on behalf of Surety.....

NAME (Block Letters) .....

Address .....

Date .....

FORM OF SURETY UNDERTAKING

CONTRACTOR'S PERFORMANCE BOND

BY THIS AGREEMENT, we .....(SURETY)

Of

.....

Are bound to .....(EMPLOYER)

In the Sum of Kenya Shillings .....

.....(Kshs. .....)

to be paid by us to the said .....(EMPLOYER)

WHEREAS by an agreement in writing dated .....

.....(CONTRACTOR)

entered into contract with .....(EMPLOYER)

to carry out and complete the works therein stated in the manner and by the time therein specified all in accordance with the provisions of the said contract, namely ; (description of Works).

.....
....

NOW the condition of the above written bond is such that if the said Contractor his executors, administrators, successors or assigns shall duly perform his obligations under the contract, or if on default by the Contractor the Surety shall satisfy and discharge the damages sustained by the Employer thereby up to the amount of the above written bond, then this bond shall be void, otherwise is shall remain in full force and effect. Upon default, and without prejudice to his other rights under the contract, the Employer shall be entitled to demand forfeiture of the bond and we undertake to honour the demand in the amount stated above.

PROVIDED always and it is hereby agreed and declared that no alteration in the terms of the said contract or in the extent or nature of the works to be carried out and no extension of time by the Architect under the contract shall in any way release the Surety from any liability under the above written bond.

IN WITNESS whereof we have set our hands this .....day of .....

.....

.....

Surety Witness

Authorised by the Power of Attorney No. .....

BILL NO. 1

PARTICULAR PRELIMINARIES

	EVALUATION CRETERIA REQUIREMENTS	MARKS
1	**Mandatory Requirements** Certificate of incorporation Pin certificate Valid Tax compliance Certificate of registration from NCA (6 and above building works) **B**usiness permit or trading license Legal Capacity/Litigation History (attach affidavit) 2% of the bid amount and bank guarantee from a reputable bank or insurance company recognised by PPRA (PPOA) Pre-tender site visit for the works audited financial records for last two years and certified bank statements Dully filled Form of Tender Dully filled Tender Questionnaire	
2	**Registration as a contractor with NCA(BUILDING WORKS)** 1 NCA 1 [building] 2. NCA 2 [building] 3. NCA 3 [building] 4. NCA 4 [building] 5. NCA 5 [building] 6. NCA 6 [building]	20 18 15 12 10 8

3	**Experience of the contractor** 1. Years of practice a. 20 and above b. 15-19 c. 10-14 d. 5-9 e. Below 5	 20 10 7 2
4	**The value of your biggest project undertaken** a) 15 million and and above b) Kshs. 10-14 million c) Kshs. 5-9 million d) Kshs. 2-4 million e) Less than Kshs 2 million **NB :***(Attach proof i.e copies of completion certificate, LPO or award letters.)*	 20 10 5 3 2
5	Company turnover for the last two years a) Kshs. 50 million and above b) Kshs. 30-49 million c) Kshs. 21 – 29 million d) Ksh. 10-20 e) Less than Kshs. 10 million	 20 10 5 3 2
6	**Profitability of the company for the last two years** a) Above ten million b) Kshs. 5-10 million profit c) Kshs. 1-5 million profit d) Less than Kshs. 1 million profit	 10 5 3 2
8	**CVs of key personnel** Degree in the relevant field Diploma in the relevant field Craft certificate in the relevant field	 10 5 3
		100

ITEM	DESCRIPTION	QTY	UNIT	RATE	SHS
	PROPOSED CONSTRUCTION OF MIKINDURI THEATRE UNIT FY 17/18				
	ELEMENT NO. 1				
	SUBSTRUCRURE (ALL PROVISIONAL):-				
A	Clear site off bushes, scrubs undergrowth and the like including grubbing up their roots and burn the arising on site as directed.	325	SM		
B	Excavate to remove top vegetable soil average 300 mm deep from the existing ground level and cart away and dispose the arising to a location authorised by the local town council.	90	CM		
C	Excavate trenches in normal soil for strip foundation not exceeding 1.50 M deep from the reduced level.	157	CM		
D	Excavate pits in normal soil for column foundation not exceeding 1.50 M deep from the reduced level.	57	CM		
E	Extra-over all excavation in class II occurring at any depth below existing ground level	52	CM		
F	Extra-over 0.5 M excavation in class II rocks occurring at any depth below existing ground level	18	CM		
	DISPOSAL OF EXCAVATED MATERIALS				
E	Load, cart away and spread extra excavation material on site as instructed by the architect.	940	CM		
F	Return, fill and ram selected excavated materials to sides of foundation wall.	80	CM		
	WALLS				
G	200 mm rough dressed natural stone wall in cement : sand mortar (1:4).	129	SM		
	FILLING				
H	300 mm thick approved hardcore filling well compacted in layers not exceeding 150 mm thick to make up levels	288	SM		
I	50 mm thick murram or other equal and approved blinding material to surface of hardcore (m.s.).	296	SM		
	ANTI-TERMITE TREATMENT				
J	"Termido", "Gladiator" or other equal and approved anti-termite insecticide to hardcore surface applied in accordance with Manufacturer's written instructions.	296	SM		
	To Summary Kshs				

ITEM	DESCRIPTION	QTY	UNIT	RATE	SHS
	Plain concrete (1:4:8) as described in :-				
A	50 mm thick under strip foundation	107	SM		
B	Ditto under column bases	27	SM		
	Reinforced concrete 1:2:4 as described in :-				
C	Column bases	9	CM		
D	Foundations	24	CM		
E	Columns	9	CM		
F	150 mm floor slab	47	CM		
	Sawn formwork as described to :-				
G	Edges of strip footing 150 - 225 mm girth	82	SM		
H	Edges of slab 75 mm - 150 mm girth	78	LM		
I	Sides of columns	71	SM		
J	Sides of column bases	71	SM		
	High Tensile Reinforcement Bars to B.S.4461 including cutting, bending and all necessary spacer blocks: (Provisional) [100 Kg/Cm] :-				
K	16 mm diameter	440	KG		
L	12 mm Diameter		KG		
M	10 mm Diameter	185	KG		
N	8 mm Diameter	295	KG		
	Mesh Fabric Reinforcement to BS. 4483 set in Concrete with 300 mm Side and End Laps				
O	B. R. C. A 142 mesh reinforcement to Engineer's specification.	296	SM		
	Damp-proof Membrane				
P	1000 gauge polythene damp proof membrane	296	SM		
	WATER DISPOSAL				
Q	Allow for keeping all excavation clear of surface and running water		ITEM		
	PLUNKING AND STRUTTING				
R	Allow for plunking and strutting to sides of all excavation to keep excavation free from all fallen materials		ITEM		
	Plinth finishes				
S	12 mm thick plaster to plinth	27	SM		
T	Prepare and apply two coats black bituminous paint to plastered surface	27	SM		
	Precast concrete paving blocks				
U	Provide and lay to fall 60 mm thick medium duty interlocking precast concrete paving blocks as per "BAMBURI BLOX" catalogue or other equal and approved manufacturer's catalogue including vibrating down with an appoved plate compactor.	40	SM		
	To Summary Kshs				

ITEM	DESCRIPTION	QTY	UNIT	RATE	SHS
	ELEMENT NO. 2				
	SUPERSTRUCTURE				
	Reinforced concrete (1:2:4) as described to :-				
A	Columns	7	CM		
B	Beams	25	CM		
	Suspended slab	60	CM		
	High Tensile Reinforcement Bars to B. S. 4461 including cutting, bending and all necessary spacer blocks : (Provisional) :-				
C	16 mm diameter	1075	KG		
D	12 mm Diameter	1250	KG		
E	10 mm diameter	125	KG		
F	8 mm Diameter	823	KG		
	Sawn formwork as described to :				
G	Sides of columns.	183	SM		
H	Sides and soffits of beams	556	SM		
	To Summary Kshs				

ITEM	DESCRIPTION	QTY	UNIT	RATE	SHS
	ELEMENT NO. 3				
	WALLING				
	Smooth dressed quarry stone or other equal and approved walling in Cement : sand (1:4) mortar :-				
A	200 mm thick externally.				
B	Extra over ditto for 10 mm neat horizontal key and flush vertical joints in (1:4) mortar.				
	Machine dressed stones from Nkubu/Ruiru:-				
C	200 mm medium dressed internally and externally	805	SM		
D	150 mm ditto				
E	100 mm ditto				
F	Approved 200 mm wide damp proof course laid to breaking joints with 150 mm laps in cement : sand (1:3) mortar.	185	LM		
G	150 mm ditto				
H	100 mm ditto				
	To Summary Kshs				

ITEM	DESCRIPTION	QTY	UNIT	RATE	SHS
	ELEMENT NO. 4				
	ROOF STRUCTURE (PROVISIONAL)				
	All timber to be well seasoned 2nd grade timber pressure impregnated with Tanalith 'C' :-				
	The following in 15 No. Trusses Type "T1" spanning 9855 mm with a height 3200 mm raised 3100 mm from the ground level :-				
A	100 x 50 mm rafters	245	LM		
B	100 x 50 mm king/end posts, struts/ties	60	LM		
C	150 x 50 mm top and ceiling joists/ tie beam	269	LM		
	Seasoned Celcured 2nd Grade Cypress :-				
D	150 x 50 mm common rafters	59	LM		
E	100 x 50 mm purlins	529	LM		
F	100 x 50 mm wall plate	132	LM		
G	150 x 50 mm valley, hip and ridge rafters	20	LM		
	Roof Covering :-				
	Prepainted N.C 11/3" corrugated sheets and BP760 boxed profiled sheets (effective 762mm wide)				
H	28 gauge roof coverings (box profile sheet)	372	SM		
I	250 mm diameter half round ridge and hip cap.	48	LM		
	Fascia eaves linings :-				
J	Eaves lining consisting Chipboard	60	SM		
K	40 x 20 mm wrot podo quadrant in eaves	25	LM		
L	200 x 25 mm chamfered wrot cypress fascia / barge board with splayed heading joints fixed to ends of rafters and purlins.	105	LM		
M	100 x 20 mm moulded cornice	310	LM		
N	250 x 250 mm eaves vents in coffee tray wire and 40 x 25 mm cypress bidding all round including trimming T & G.		SM		
	Rainwater Disposal:- **28 Gauge SWG galvanized mild steel rainwater goods with lapped, rivetted and soldered joints or seams including all labours :-**				
O	150 x 125 mm rectangular boxed eaves gutter including	66	LM		
P	fixing clamps at 600 mm centre.				
Q	100 mm diameter rainwater downpipe imbedded to walls or boxed in walls and all necessary clamping.	105	LM		
R	Extra over ditto for swan neck	32	NO		
S	Ditto for shoe	32	NO		
	Prepare and apply three coats gloss oil paint on :-				
T	Surfaces of wood work girth 200 -300 mm externally	310	LM		
	Touch up primer prepare and apply three coats gloss oil paint on metal surfaces as described in :-				
U	Surfaces of gutter 200 -300 mm girth	105	LM		
	To Summary Kshs				

ITEM	DESCRIPTION	QTY	UNIT	RATE	SHS
	ELEMENT NO. 5				
	WINDOWS				
	Supply and fix the following standard steel casement windows divided into small equal panes complete with 12 mm square burglar proofing bars neatly welded behind the the openable panes and in the same patern as the panes including heavy duty closers and stay, fixing lugs and one coat red oxide primer all to Architect's details :-				
A	2000 X 1500mm high window comprising top and bottom fixed lights and middle openable casements	1	NO		
	Supplyband fix standard aluminium window glazed with 6mm clear glass size:-				
B	1200 x 750 mm window	23	NO		
C	Ditto size 600 x 600 mm window	7	NO		
	Glazing :-				
	4 mm thick clear sheet glass fixed to metal frames with putty				
E	Panes 0.1 - 0.5 square metres	3	SM		
F	Ditto but obscure	1	SM		
	Prepare and apply three coats oil paint to :-				
G	Metal surfaces	2	SM		
H	Ditto to burglar proof.	1	SM		
	Window Cill				
I	150 x 20 mm thick clay window cill jointed and pointed in coloured cement : sand (1:5) mortar	2	LM		
	Wrot cypress :-				
A	150 x 150 mm pelmet box comprising of 150 x 20 mm fascia and top and 50 x 50 mm battens 150 x 150 x 20 mm ends complete with silent gliss brass curtain track with 10 No. runners per metre.	2	LM		
	Knot, prime, stop and apply three coats gloss oil to :-				
B	Wooden surfaces 200 - 300 mm	310	LM		
	To Summary Kshs				

ITEM	DESCRIPTION	QTY	UNIT	RATE	SHS
	ELEMENT NO. 6				
	DOORS (All to Architects details)				
	Glazed Metal doors :-				
A	1500 mm x 2400 mm high mild steel double leaf panelled door comprising 750x2400mm high openable casement with 3mm thick mild steel plate; fixed all around to 75x50mm mild steel frame complete with and including 6mm thick fanlight glazing complete with 6 pairs purpose made hinges,5 lever mortise lock,2 No. purpose made tower bolt and 2 No. purpose made drop bolt.	3	NO		
B	Ditto with Single leaf 900mm X 2400mm high	2			
	45 mm solid cored Double leaf flush door faced both side with Mahogany veneer all as described :-				
C	Door 1500mm x 2100mm	4			
	45 mm solid cored Double leaf flush door faced both side with Mahogany veneer all as described :-				
D	Door size 900 x 2100 mm	13	NO		
E	Door size 800 x 2100 mm				
	Frames and Finishings				
	Wrot prime grade Mahogany :-				
F	150 x 50 mm rebated frame	141	LM		
G	40 x 20 mm splayed and rounded architrave	141	LM		
H	20 mm quadrant	141	LM		
	Ironmongery				
	Supply and fix the following approved qualityironmongery to timber with matching screws :-				
I	100 mm pressed steel butt hinges	27	PRS		
J	Three lever mortice lock with a pair of brass handles as per union catalogue	13	NO		
K	Two lever ditto	9	NO		
L	Rubber door stop floor mounted	30	NO		
M	150 mm aluminium tower bolt	28	NO		
N	100 mm ditto	7	NO		
	Painting				
	Prepare and apply one coat aluminium wood primer to back of frame before fixing to :-				
A	Surface girth 100 - 200 mm	141	LM		
	Prepare and apply three coats of oil paint to :-				
B	Surface girth 100 - 200 mm	141	LM		
C	General timber surfaces	39	SM		
D	General metal surfaces	14	SM		
	To Summary Kshs				

ITEM	DESCRIPTION	QTY	UNIT	RATE	SHS
	ELEMENT NO. 7				
	FINISHES				
	Floors				
	Cement : sand (1:4) in :-				
A	25mm thick woodfloated to receive SAJ ceramic tiles	265	SM		
	Walls				
B	12 mm thick cement and sand (1:4) plaster to columns, walls, jambs, beams and suspended slab internally.	1568	SM		
C	Ditto but rendered externally	101	SM		
	Extra for fair face and raked horizonal and vertical joints to match existing.	250	SM		
	Tiles as per Saj Catalogue :-				
D	300 x 250 x 8 mm white ceramic wall tiles including border tiles as per Saj Tiles Catalogue.	200	SM		
E	300 x 300 x 8 mm thick coloured non slip ceramic floor tiles	265	SM		
	Painting				
F	Prepare and apply three coats silk emulsion paint to internal wall, columns and beam surfaces.	1470	SM		
	Ditto but ruff and tuff externally.	101	SM		
	Ceiling				
G	Supply and chipboard ceiling anchored on 50X50mm cypress brandering spaced at 600mm centers including 3 coats of paint.	242	SM		
	To Summary Kshs				

ITEM	DESCRIPTION	QTY	UNIT	RATE	SHS
	ELEMENT NO. 8				
	JOINERY FITTINGS				
	All (Provisional)				
	Store Shelves				
A	2000 x 600 x 2100 mm high shelves comprising 100 mm thick mass concrete 1:3:6 plinth steel trowelled screed, wrot prime grade cypress frames, 20 mm thick blockboard, hardwood lipped to shelves, divisions and doors, drawers, shoerack, aluminium ironmongery, 20 mm diameter hanging rail, three coats oil paint and all formwork as per Architect's DETAILS	3	NO		
B	1600 x 600 x 2100 mm high ditto	3	NO		
C	1000 x 600 x 2100 mm high ditto	3	NO		
	Kitchen Cabinet				
D	2700 x 600 x 900 mm worktop comprising 100 mm thick R.C. slab, 600 X 600 Granito tiles, A142 mesh fabric 2 No.100 mm thick solid concrete block wall plasterd and painted,blockboard shelves doors and partition as necessary, wrot cypress frame, brass ironmongery including three coats oil paint and all formwork as per Architect's details.	1	NO		
E	High level shelving size 2700 x 300 x 600 mm in two levels comprising 20 mm blockboard tops, bottom, sides, sliding doors, 50 x 25 mm cypress battens, steel angle supports 150 x 200 x 10 mm wide at 600 mm centres, aluminium ironmongery and three coats oil paint to timber surfaces as per Architect's details.	1	NO		
	To Summary Kshs				

ITEM	DESCRIPTION	QTY	UNIT	RATE	SHS
	ELEMENT NO. 9				
	SANITARY FITTINGS				
	Supply, assemble and install the following sanitary fittings including all the necessary joints to services, overflow and waste pipes jointing materials, mortices, plugs, screws, bolts and making good as described and shown on the drawings: -				
A	Twyfords "ADVENT HO" close coupled WC Suite in white, with WC pan Ref. AD1148 as appropriate, Heavy Duty White Seat cover, close coupled cistern with fittings, internal overflow and chrome plated lever AD2611, WC connector Bend and other necessary accessories.	2	NO		
B	Twyfords "ADVENT" wash hand basin size 580 x 375mm with PEDESTAL comprising the following components:- Basin with one taphole and Pedestal , Chrome push tap, chrome plated chain waste, bottle trap and fixing accessories.	2	NO		
C	Twyfords semi recessed toilet roll holder No. VC 9806 WH to B.S. 3402 or equivalent	4	NO		
D	Mirror from plain bevelled glass plate size 650x450mm wide with dome Chrome plated headed screws and approved back padding No. 2,000.00	6	NO		
E	Liquid soap dispenser as 'Starmix ' in painted white body including fixing screws and keys.	2	NO		
	To Summary Kshs				

ITEM	DESCRIPTION	QTY	UNIT	RATE	SHS
	ELEMENT NO. 10				
	PORTABLE FIRE EXTINGUISHERS				
	Supply, install and commission the following portable fire extinguishers complete with initial charge and mounting brackets as per Specifications All Extinguishers must be from manufacturers who are approved by the Fire Protection Association of Kenya.				
B	4.5 Kg Carbon Dioxide Gas Fire Extinguisher	1	NO		
C	9 Kg Dry Dry Powder Fire Extinguisher	1	NO		
D	9Kg. Foam Fire Extinguisher	1	NO		
	To Summary Kshs				

ITEM	DESCRIPTION	QTY	UNIT	RATE	SHS
	BILL SUMMARY				
	Element No. 1 Substructure				
	Element No. 2 Reinforced Concrete Superstructure				
	Element No. 3 Walling				
	Element No. 4 Roof				
	Element No. 5 Windows				
	Element No. 6 Doors				
	Element No. 7 Finishes				
	Element No. 8 Joinery Fittings				
	Element No. 9 Sanitary Fittings				
	Element No. 10 Portable Fire Extinguishers				
	Total carried to Summary				

ITEM	DESCRIPTION	QTY	UNIT	RATE	SHS
	PROVISIONAL SUMS				
A	Allow A provisional sum of Kenya Shillings One Million seven Hundred Thousand (1,700,000.00) only for contingencies.		ITEM		
B	Allow A provisional sum of Kenya Shillings Fifty Thousand (50,000.00) only for demolition works		ITEM		
C	Allow A provisional sum of Kenya Shillings One Hundred Thousand (100,000.00) only for fluctuations.		ITEM		
D	Allow A provisional sum of Kenya Shillings One Hundred Thousand (100,000.00) only for general landscaping.		ITEM		
E	Allow A provisional sum of Kenya Shillings Three Hundred and Fifty (350,000.00) only for external drainage and sewer connection		ITEM		
F	Allow A provisional sum of Kenya Shillings Four Hundred Thousand (400,000.00) for Paving around the buildings, Footpaths and Covered Walkways.		ITEM		
G	Allow A provisional sum of Kenya Shillings Two Hundred and Eighty (280,000.00) only for artistic paint on wall surfaces of children's clinics and youth friendly centre.		ITEM		
	To Summary Kshs				

ITEM	DESCRIPTION	QTY	UNIT	RATE	SHS
	PRIME COSTS				
	Mechanical Works				
A	Allow a prome cost of Kenya Shillings Six Hundred thousand (600,000.00) only for Sanitary Fittings, Reservoir Tanks, Plumbing and Drainage and Fire Protection Installations		ITEM		
B	Add Profit		%		
C	Allow for general attendance on specialist installing mains connection storage tanks, cold and hot water systems, sanitary fittings, soil and waste stacks and connections and drain runs and manholes.		ITEM		
D	Allow a prime cost of Kenya Shillings Four Hundred Thousand (400,000.00)for medical gas pipe system installations.		ITEM		
E	Allow for profits		%		
F	Allow for Attendance.		ITEM		
G	Allow a prime cost of Kenya Shillings Four Hundred Thousand (400,000/-) for air conditioning and and Mechanical Ventilation		ITEM		
H	Allow for profits		%		
I	Allow for Attendance		ITEM		
J	Allow a prime cost of Kenya Shillings Two Hundred and Fifty Thousand (250,000.00) only for Solar Water Heating System		ITEM		
K	Allow for profits		%		
L	Allow for Attendance		ITEM		
	Electrical Installations				
M	Allow a prime cost oF Kenya Shillings Seven Hundred anf Fifty Thousand (750,000.00) only for Electrical Installations		ITEM		
N	Add Profit		%		
O	Allow for general attendance on specialist installing mains connection, distribution boards, power and lighting installations.		ITEM		
P	Allow a prime cost oF Kenya Shillings Seventy Thousand (70,000.00) only for data Cabling and Voice Installations.		ITEM		
	Allow for profits		%		
	Allow for Attendance		ITEM		
Q	**Project management and Supervision**				
	Provide for the Project Management and Supervision Expenses a Prime Cost Sum of Kenya Shillings Five Hunderd (500,000.00) only.		ITEM		
	To Summary Kshs				

GRAND SUMMARY

	PROPOSED CONSTRUCTION OF THEATRE UNIT AT MIKINDURI SC HOSPITAL FY 17/18	
Item	**Description**	**Total Estimates**
	MAIN SUMMARY	
A	Particular Preliminaries	
B	General Preliminaries	
C	Builder's Work	
D	Provisional Sums	
E	Prime Costs Sums	
	Sub Total	
	Total for Builder's Work Carried to Tender Form	
	Amount in Words:	

Signed……. Signed……

(Signature of Employer) (Signature of Contractor)

Address…… Address…….

Date…… Date……..

	EVALUATION CRETERIA REQUIREMENTS	MARKS
1	**Mandatory Requirements** Certificate of incorporation Pin certificate Valid Tax compliance Certificate of registration from NCA (6 and above building works) Business permit or trading license Legal Capacity/Litigation History (attach affidavit) Bid amount and bank guarantee from a reputable bank or insurance company recognised by PPRA (PPOA)as indicated in the tender documents Pre-tender site visit for the works audited financial records for last two years and certified bank statements Dully filled Form of Tender Dully filled Tender Questionnaire	
2	**Registration as a contractor with NCA(BUILDING WORKS)** 1 NCA 1 [building] 2. NCA 2 [building] 3. NCA 3 [building] 4. NCA 4 [building] 5. NCA 5 [building] 6. NCA 6 [building]	20 18 15 12 10 8

3	**Experience of the contractor** 1. Years of practice a. 20 and above b. 15-19 c. 10-14 d. 5-9 e. Below 5	 20 15 10 5
4	**The value of your biggest project undertaken** a) 15 million and and above b) Kshs. 10-14 million c) Kshs. 5-9 million d) Kshs. 2-4 million e) Less than Kshs 2 million **NB :***(Attach proof i.e copies of completion certificate, LPO or award letters.)*	 20 15 10 5 3
5	Company turnover for the last two years a) Kshs. 50 million and above b) Kshs. 30-49 million c) Kshs. 21 – 29 million d) Ksh. 10-20 e) Less than Kshs. 10 million	 20 15 10 5 3
6	**Profitability of the company for the last two years** a) Above ten million b) Kshs. 5-10 million profit c) Kshs. 1-5 million profit d) Less than Kshs. 1 million profit	 10 8 6 4
8	**CVs of key personnel** Degree in the relevant field Diploma in the relevant field Craft certificate in the relevant field	 10 5 3
		100