

COUNTY GOVERNMENT OF MOMBASA



PROPOSED CONSTRUCTION OF THE NEW CHANGAMWE MARKET

TENDER NO.CGM/PRO/T/008/2019-2020

TENDER DOCUMENT

JULY 2019

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TENDER NO.: CGM/PRO/T/008/2019-2020

TENDER NAME: **PROPOSED CONSTRUCTION OF THE NEW CHANGAMWE MARKET**

1. The County Government of Mombasa now invites sealed tenders from eligible contractors registered with National Construction Authority (NCA) under Civil Engineering Building Construction and Associated Works NCA5 and above registration for **PROPOSED CONSTRUCTION OF THE NEW CHANGAMWE MARKET.**
2. Tendering will be conducted through the National Competitive (NCB) Bidding procedures specified in the Public Procurement and Asset Disposal Act, 2015 and is open to all Tenderers as defined in the Act.
3. A complete set of bidding documents in English may be purchased by interested eligible bidders upon submission of a written application to the address below and upon payment of a non-refundable fee of **Kshs. 1,000.** The method of payment will be cash or banker's cheque from a reputable bank in Kenya payable to Mombasa County. The Bidding documents can also be downloaded from the county website www.mombasa.go.ke at no fee
4. Tender security shall be **Kshs 100,000 (One Hundred Thousand)** and in the form of a Bank or Insurance Guarantee issued by firms approved by the Public Procurement regulatory in the format provided.
5. Bidders are advised to regularly visit the County Government of Mombasa website to obtain any additional information/addendum on the tender. **All addenda/additional information on the tender shall be posted on the website as they become available.**
6. Completed Tender Documents in plain, sealed envelopes bearing ONLY the Tender Number and its description, and without bearing any name or mark, whatsoever to indicate the identity of the sender must be deposited at the **Tender Box located at the County Assembly Hall ground floor next to the main office. The tenders must be received or returned to the Procurement office, 2nd floor County Assembly Hall, Treasury Square, Mombasa to reach not later than 1000HRS on OR Before 12th August 2019**

Bulky tenders shall be submitted at the office of **Director of Procurement & Supplies located on the 2nd floor of County Assembly Building BEFORE 1000HRS EAST AFRICAN TIME, ON OR Before 12th August 2019.**
7. Tenders shall be publicly opened immediately thereafter in the presence of bidders/representatives who choose to attend the opening process at 10.30 a.m. in the Committee Room, County Assembly Hall first Floor or where directed by the County Secretary.
8. Prices quoted should be inclusive of all taxes and delivery and must be in Kenya Shillings shall remain valid for 90 days from the closing date of the tender.

9. Canvassing or lobbying for the tender shall lead to automatic disqualification.

COUNTY SECRETARY

COUNTY GOVERNMENT OF MOMBASA

SECTION II - INSTRUCTIONS TO TENDERERS –

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1. General

1. Definitions

- (a) “Tenderer” means any persons, partnership firm or company submitting a sum or sums in the Bills of Quantities in accordance with the Instructions to Tenderers, Conditions of Contract Parts I and II, Specifications, Drawings and Bills of Quantities for the work contemplated, acting directly or through a legally appointed representative.
- (b) “Approved tenderer” means the tenderer who is approved by the Employer
- (c) Any noun or adjective derived from the word “tender” shall be read and construed to mean the corresponding form of the noun or adjective “bid”. Any conjugation of the verb “tender” shall be read and construed to mean the corresponding form of the verb “bid.”
- (d) “Employer” means ‘County Government of Mombasa ’.

2. Eligibility and Qualification Requirements

2.1 Eligibility requirements

This invitation to tender is open to all tenderers who are qualified as stated in the appendix.

2.2 Qualification Requirements

To be qualified for award of Contract, the tenderer shall provide evidence satisfactory to the Employer of their eligibility under Sub clause 2.1. Above and of their capability and adequacy of resources to effectively carry out the subject Contract. To this end, the tenderer shall be required to submit the following information with their tenders unless otherwise stated:

- (a) Details of experience and past performance of the tenderer on the works of a similar nature and details of current work on hand and other contractual commitments.
- (b) The qualifications and experience of key personnel proposed for administration and execution of the contract, both on and off site.
- (c) Major items of construction plant and equipment proposed for use in carrying out the Contract. Only reliable plant in good working order and suitable for the work required of it shall be shown on this schedule. The tenderer will also indicate on this schedule when each item will be available on the Works. Included also should be a schedule of plant, equipment and material to be imported for the purpose of the Contract, giving details of make, type, origin and CIF value as appropriate.
- (d) Details of sub-contractors to whom it is proposed to sublet any portion of the Contract and for whom the county will be requested for such subletting in accordance with clause 4 of the Condition of Contract.
- (e) Details of any current litigation or arbitration proceedings in which the tenderer is involved as one of the parties.

2.3 Joint Ventures

Tenders submitted by a joint venture of two or more firms as partners shall comply with the following requirements:-

- (a) The tender, and in case of a successful tender, the Form of Agreement, shall be signed so as to be legally binding on all partners

- (b) One of the partners shall be nominated as being in charge, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners
- (c) The partner in charge shall be authorized to incur liabilities and receive instructions for an on behalf of any and all partners of the joint venture and the entire execution of the Contract including payment shall be done exclusively with the partner in charge.
- (d) All partners of the joint venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under (b) above as well as in the Form of Tender and the Form of Agreement (in case of a successful tender)
- (e) A copy of the agreement entered into by the joint venture partners shall be submitted with the tender.

3. Cost of Tendering

- 3.1 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, regardless of the conduct or outcome of the tendering process.
- 3.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=
- 3.3 The procuring entity shall allow the tenderer to view the tender document free of charge before purchase.

4. Site Visit-Omitted

5 Tender Documents

- 5.1 The Tender documents comprise the documents listed here below and should be read together with any Addenda issued in accordance with Clause 7 of these instructions to tenderers.
 - a. Form of Invitation for Tenders
 - b. Instructions to Tenderers
 - c. Form of Tender
 - d. Appendix to Form of Tender
 - e. Form of Tender Surety
 - f. Statement of Foreign Currency Requirements (Not applicable)
 - g. Tender and Confidential Business Questionnaires
 - h. Details of Sub contractors
 - i. Schedules of Supplementary Information
 - j. General Conditions of Contract – Part I
 - k. Conditions of Particular Application – Part II
 - l. Specifications
 - m. Bills of Quantities

o. Declaration Form

- 5.2 The tenderer is expected to examine carefully all instructions, conditions, forms, terms, specifications and drawings in the tender documents. Failure to comply with the requirements for tender submission will be at the tenderer's own risk. Pursuant to clause 22 of Instructions to Tenderers, tenders which are not substantially responsive to the requirements of the tender documents will be rejected.
- 5.3 All recipients of the documents for the proposed Contract for the purpose of submitting a tender (whether they submit a tender or not) shall treat the details of the documents as "private and confidential".

6 Inquiries by tenderers

- 6.1 A tenderer making an inquiry relating to the tender document may notify the Employer in writing or by telex, cable or facsimile at the Employer's mailing address indicated in the Invitation to Tender. The Employer will respond in writing to any request for clarification which he receives earlier than 7 days prior to the deadline for the submission of tenders. Written copies of the Employer's response (including the query but without identifying the source of the inquiry) will be sent to all prospective tenderers who have purchased the tender documents.
- 6.2 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

7. Amendment of Tender Documents

- 7.1 At any time prior to the deadline for submission of tenders the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective tenderer, modify the tender documents by issuing Addenda.
- 7.2 Any Addendum will be notified in writing or by cable, telex or facsimile to all prospective tenderers who have purchased the tender documents and will be binding upon them.
- 7.3 In order to allow prospective tenderers reasonable time in which to take the Addendum into account in preparing their tenders, the Employer may, at his discretion, extend the deadline for the submission of tenders.

PREPARATION OF TENDERS

8. Language of Tender

- 8.1 The tender and all correspondence and documents relating to the tender exchanged between the tenderer and the Employer shall be written in the English language. Supporting documents and printed literature furnished by the tenderer with the tender may be in another language provided they are accompanied by an appropriate translation of pertinent passages in the above stated language. For the purpose of interpretation of the tender, the English language shall prevail.

9. Documents Comprising the Tender

9.1 The tender to be prepared by the tenderer shall comprise:

- i. the Form of Tender and Appendix thereto,
- ii. a Tender Security
- iii. the Priced Bills of Quantities and Schedules
- iv. the information on eligibility and qualification
- v. any other materials required to be completed and submitted in accordance with the Instructions to Tenderers.

The Forms, Bills of Quantities and Schedules provided in the tender documents shall be used without exception (subject to extensions of the schedules in the same format and to the provisions of clause 13.2 regarding the alternative forms of Tender Surety).

10 Tender Prices

10.1 All the insertions made by the tenderer shall be made in INK and the tenderer shall clearly form the figures. The relevant space in the Form of Tender and Bills of Quantities shall be completed accordingly without interlineations or erasures except those necessary to correct errors made by the tenderer in which case the erasures and interlineations shall be initialed by the person or persons signing the tender.

10.2 A price or rate shall be inserted by the tenderer for every item in the Bills of Quantities whether the quantities are stated or not. Items against which no rate or price is entered by the tenderer will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bills of Quantities.

The prices and unit rates in the Bills of Quantities are to be the full [all-inclusive] value of the Work described under the items, including all costs and expenses which may be necessary and all general risks, liabilities and obligations set forth or implied in the documents on which the tender is based. All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause prior to the deadline for submission of tenders, shall be included in the rates and prices and the total Tender Price submitted by the tenderer.

Each price or unit rate inserted in the Bills of Quantities should be a realistic estimate for completing the activity or activities described under that particular item and the tenderer is advised against inserting a price or rate against any item contrary to this instruction.

Every rate entered in the Bills of Quantities, whether or not such rate be associated with a quantity, shall form part of the Contract. The Employer shall have the right to call for any item of work contained in the Bills of Quantities, and such items of work to be paid for at the rate entered by the tenderer and it is the intention of the Employer to take full advantage of unbalanced low rates.

10.3 Unless otherwise specified the tenderer must enter the amounts representing 10% of the sub-total of the summary of the Bills of Quantities for Contingencies and Variation of Prices [V.O.P.] payments in the summary sheet and add them to the sub-total to arrive at the tender amount.

10.4 The tenderer shall furnish with his tender written confirmation from his suppliers or manufacturers of basic unit rates for the supply of items listed in the Conditions of Contract

clause 70 where appropriate. The Employer may require the tenderer to justify such rates so obtained from the suppliers or manufacturers.

- 10.5 The rates and prices quoted by the tenderer are subject to adjustment during the performance of the Contract only in accordance with the Provisions of the Conditions of Contract. The tenderer shall complete the schedule of basic rates and shall submit with his tender such other supporting information as required under clause 70 of the Conditions of Contract Part II.
- 10.6 Contract price variations shall not be allowed within the first 12 months of the contract.
- 10.7 Where quantity contract variation is allowed, the variation shall not exceed 15% of the original contract quantity.
- 10.8 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

11. Currencies of Tender and Payment

- 11.1 Tenders shall be priced in Kenya Shillings and the tender sum shall be in Kenya Shillings.
- 11.2 Tenderers are required to indicate in the Statement of Foreign Currency Requirements, which forms part of the tender, the foreign currency required by them. Such currency should generally be the currency of the country of the tenderer's main office. However, if a substantial portion of the tenderer's expenditure under the Contract is expected to be in countries other than his country of origin, then he may state a corresponding portion of the contract price in the currency of those other countries. However, the foreign currency element is to be limited to two (2) different currencies and a maximum of 30% (thirty percent) of the Contract Price.
- 11.3 The rate or the rates of exchange used for pricing the tender shall be the selling rate or rates of the Central Bank ruling on the date thirty (30) days before the final date for the submission of tenders.
- 11.4 Tenderers must enclose with their tenders, a brief justification of the foreign currency requirements stated in their tenders.

12 Tender Validity

- 12.1 The tender shall remain valid and open for acceptance for a period of ninety (90) days from the specified date of tender opening or from the extended date of tender opening (in accordance with clause 7.3 ere above) whichever is the later.
- 12.2 In exceptional circumstances prior to expiry of the original tender validity period, the Employer may request the tenderer for a specified extension of the period of validity. The request and the responses thereto shall be made in writing or by cable, telex or facsimile. A tenderer may refuse the request without forfeiting his Tender Surety. A tenderer agreeing to the request will not be required nor permitted to modify his tender, but will be required to extend the validity of his Tender Surety correspondingly.

13 Tender Security

- 13.1 The tenderer shall furnish as part of his tender, a Tender Security in the amount and form stated in the Appendix to Instructions to Tenderers.
- 13.2 The tender security shall not exceed 2 percent of the tender price.
- 13.3 The Tender Security shall be valid at least thirty (30) days beyond the tender validity period.
- 13.4 Any tender not accompanied by an acceptable Tender Surety will be rejected by the Employer as non-responsive.
- 13.5 The Tender Sureties of unsuccessful tenderers will be returned as promptly as possible as but not later than twenty eight (28) days after expiration of the tender validity period. The Tender Surety of the successful tenderer will be returned upon the tenderer executing the Contract and furnishing the required Performance Security.
- 13.6 The Tender Surety may be forfeited:
- a) if a tenderer withdraws his tender during the period of tender validity: or
 - b) in the case of a successful tenderer, if he fails, within the specified time limit
 - i. to sign the Agreement, or
 - ii. to furnish the necessary Performance Security
 - c) if a tenderer does not accept the correction of his tender price pursuant to clause 23.

14 No Alternative Offers

- 14.1 The tenderer shall submit an offer which complies fully with the requirements of the tender documents unless otherwise provided for in the appendix.

Only one tender may be submitted by each tenderer either by himself or as partner in a joint venture. A tenderer who submits or participates in more than one tender will be disqualified.

- 14.2 The tenderer shall not attach any conditions of his own to his tender. The tender price must be based on the tender documents. The tenderer is not required to present alternative construction options and he shall use without exception, the Bills of Quantities as provided, with the amendments as notified in tender notices, if any, for the calculation of his tender price. Any tenderer who fails to comply with this clause will be disqualified.

15 Pre-tender Meeting

- 15.1 If a pre-tender meeting is convened, the tenderer's designated representative is invited to attend at the venue and time in the Invitation to Tender. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 15.2 The tenderer is requested as far as possible to submit any questions in writing or by cable, to reach the Employer not later than seven (7) days before the meeting. It may not be practicable at the meeting to answer questions received late, but questions and responses will be transmitted in accordance with the following:

- (a) Minutes of the meeting, including the text of the questions raised and the responses given together with any responses prepared after the meeting, will be transmitted without delay to all purchasers of the tender documents. Any modification of the tender documents listed in – Clause 9 which may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of a tender notice pursuant to Clause 7 and not through the minutes of the pre-tender meeting.
- (b) Non-attendance at the pre-bid meeting will not be cause for disqualification of a bidder.

16 Format and Signing of Tenders

- 16.1 The tenderer shall prepare his tender as outlined in clause 9 above and mark appropriately one set “ORIGINAL” and the other “COPY”.
- 16.2 The copy of the tender and Bills of Quantities 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. All pages of the tender where amendments have been made shall be initialed by the person or persons signing the tender.
- 16.3 The complete tender shall be without alterations, interlineations or erasures, except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person of persons signing the tender.

SUBMISSION OF TENDERS

17 Sealing and Marking of Tenders

- 17.1 The tenderer shall seal the original and copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY”. The envelopes shall then be sealed in an outer separate envelope.
- 17.2 The inner and outer envelopes shall be addressed to the Employer at the address stated in the Appendix to Instructions to Tenderers and bear the name and identification of the Contract stated in the said Appendix with a warning not to open before the date and time for opening of tenders stated in the said Appendix.
- 17.3 The inner envelopes shall each indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”, while the outer envelope shall bear no mark indicating the identity of the tenderer.
- 17.4 If the outer envelope is not sealed and marked as instructed above, the Employer will assume no responsibility for the misplacement or premature opening of the tender. A tender opened prematurely for this cause will be rejected by the Employer and returned to the tenderer.

18 Deadline for Submission of Tenders

- 18.1 Tenders must be received by the Employer at the address specified in clause 17.2 and on the date and time specified in the Letter of Invitation, subject to the provisions of clause

7.3, 18.2 and 18.3. Tenders delivered by hand must be placed in the “tender box” provided in the office of the Employer.

Proof of posting will not be accepted as proof of delivery and any tender delivered after the above stipulated time, from whatever cause arising will not be considered.

18.2 The Employer may, at his discretion, extend the deadline for the submission of tenders through the issue of an Addendum in accordance with clause 7, in which case all rights and obligations of the Employer and the tenderers previously subject to the original deadline shall thereafter be subject to the new deadline as extended.

18.3 Any tender received by the Employer after the prescribed deadline for submission of tender will be returned unopened to the tenderer.

19 Modification and Withdrawal of Tenders

19.1 The tenderer may modify or withdraw his tender after tender submission, provided that written notice of the modification or withdrawal is received by the Employer prior to prescribed deadline for submission of tenders.

19.2 The tenderer’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions for the submission of tenders, with the inner and outer envelopes additionally marked “MODIFICATION” or “WITHDRAWAL” as appropriate.

19.3 No tender may be modified subsequent to the deadline for submission of tenders.

19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the period of tender validity specified on the tender form. Withdrawal of a tender during this interval will result in the forfeiture of the Tender Surety.

19.5 Subsequent to the expiration of the period of tender validity prescribed by the Employer, and the tenderer having not been notified by the Employer of the award of the Contract or the tenderer does not intend to conform with the request of the Employer to extend the period of tender validity, the tenderer may withdraw his tender without risk of forfeiture of the Tender Surety.

TENDER OPENING AND EVALUATION

20 Tender Opening and Evaluation

- 20.1 The Employer will open the tenders in the presence of the tenderers' representatives who choose to attend at the time and location indicated in the Letter of Invitation to Tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 20.2 Tenders for which an acceptable notice of withdrawal has been submitted, pursuant to clause 19, will not be opened. The Employer will examine the tenders to determine whether they are complete, whether the requisite Tender Sureties have been furnished, whether the documents have been properly signed and whether the tenders are generally in order.
- 20.3 At the tender opening, the Employer will announce the tenderer's names, total tender price, tender price modifications and tender withdrawals, if any, the presence of the requisite Tender Surety and such other details as the Employer, at his discretion, may consider appropriate. No tender shall be rejected at the tender opening except for late tenders.
- 20.4 The Employer shall prepare minutes of the tender opening including the information disclosed to those present.
- 20.5 Tenders not opened and read out at the tender opening shall not be considered further for evaluation, irrespective of the circumstances.
- 20.6 Evaluation of tenders shall be as per the criteria provided in the Appendix to instructions to tenderers.

21 Process to be Confidential

- 21.1 After the public opening of tenders, information relating to the examination, clarification, evaluation and comparisons of tenders and recommendations concerning the award of Contract shall not be disclosed to tenderers or other persons not officially concerned with such process until the award of Contract is announced.
- 21.2 Any effort by a tenderer to influence the Employer in the process of examination, evaluation and comparison of tenders and decisions concerning award of Contract may result in the rejection of the tenderer's tender.

22 Clarification of Tenders

- 22.1 To assist in the examination, evaluation and comparison of tenders, the Employer may ask tenderers individually for clarification of their tenders, including breakdown of unit prices. The request for clarification and the response shall be in writing or by cable, facsimile or telex, 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 arithmetical errors discovered by the employer during the evaluation of the tenders in accordance with clause 24.
- 22.2 No tenderer shall contact the Employer on any matter relating to his tender from the time of the tender opening to the time the Contract is awarded. If the tenderer wishes to bring additional information to the notice of the Employer, he shall do so in writing.

23 Determination of Responsiveness

- 23.1 Prior to the detailed evaluation of tenders, the Employer will determine whether each tender is substantially responsive to the requirements of the tender documents.
- 23.2 For the purpose of this clause, a substantially responsive tender is one which conforms to all the terms, conditions and specifications of the tender documents without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, completion timing or administration of the Works to be undertaken by the tenderer under the Contract, or which limits in any substantial way, inconsistent with the tender documents, the Employer's rights or the tenderers obligations under the Contract and the rectification of which would affect unfairly the competitive position of other tenderers who have presented substantially responsive tenders.
- 23.3 Each price or unit rate inserted in the Bills of Quantities shall be a realistic estimate of the cost of completing the works described under the particular item including allowance for overheads, profits and the like. Should a tender be seriously unbalanced in relation to the Employer's estimate of the works to be performed under any item or groups of items, the tender shall be deemed not responsive.
- 23.4 A tender determined to be not substantially responsive will be rejected by the Employer and may not subsequently be made responsive by the tenderer by correction of the non-conforming deviation or reservation.

24 Correction of Errors

Tenders determined to be substantially responsive shall be checked by the Employer for any arithmetic errors in the computations and summations. Errors will be corrected by the Employer as follows:

- (a) Where there is a discrepancy between the amount in figures and the amount in words, the amount in words will govern.
- (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 adjustment will be made to the entry containing that error.
- (c) In the event of a discrepancy between the tender amount as stated in the Form of Tender and the corrected tender figure in the main summary of the Bills 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 Prime Cost 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 valuations 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 13.

25 Conversion to Single Currency

- 25.1 For comparison of tenders, the tender price shall first be broken down into the respective amounts payable in various currencies by using the selling rate or rates of the Central Bank of Kenya ruling on the date twenty one (21) days before the final date for the submission of tenders.
- 25.2 The Employer will convert the amounts in various currencies in which the tender is payable (excluding provisional sums but including Dayworks where priced competitively) to Kenya Shillings at the selling rates stated in clause 25.1.

26 Evaluation and Comparison of Tenders

- 26.1 The Employer will evaluate only tenders determined to be substantially responsive to the requirements of the tender documents in accordance with clause 23.
- 26.2 In evaluating 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 24.
 - (b) Excluding Provisional Sums and provision, if any, for Contingencies in the Bills of Quantities, but including Day works where priced competitively.
- 26.3 The Employer reserves the right to accept any variation, deviation or alternative offer. Variations, deviations, alternative offers and other factors which are in excess of the requirements of the tender documents or otherwise result in the accrual of unsolicited benefits to the Employer, shall not be taken into account in tender evaluation.
- 26.4 Price adjustment provisions in the Conditions of Contract applied over the period of execution of the Contract shall not be taken into account in tender evaluation.
- 26.5 If the lowest evaluated tender is seriously unbalanced or front loaded in relation to the Employer's estimate of the items of work to be performed under the Contract, the Employer may require the tenderer to produce detailed price analyses for any or all items of the Bills of Quantities, to demonstrate the relationship between those prices, proposed construction methods and schedules. After evaluation of the price analyses, the Employer may require that the amount of the Performance Security set forth in clause 29 be increased at the expense of the successful tenderer to a level sufficient to protect the Employer against

financial loss in the event of subsequent default of the successful tenderer under the Contract.

- 26.6 Firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias provided that they do not sub-contract work valued at more than 50% of the Contract Price excluding provisional sums to a non-indigenous sub-contractor.
- 26.7 Preference where allowed in the evaluation of tenders shall not exceed 15%.
- 26.8 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 26.9 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 26.10 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.
- 26.11 Poor past performance shall not be used as an evaluation criteria unless specifically provided for in the appendix.

27 AWARD OF CONTRACT

Award Criteria

- 27.1 Subject to Sub-clause 27.2, the Employer will award the Contract to the tenderer whose tender is determined to be substantially responsive to the tender documents and who has offered the lowest evaluated tender price subject to possessing the capability and resources to effectively carry out the Contract Works as required in Sub-clause 2.1 and 2.2 here above.
- 27.2 The Employer reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders, at any time prior to award of Contract, without thereby incurring any liability to the affected tenderers or any obligation to inform the affected tenderers of the grounds for the Employer's action.

28 Notification of Award

- 28.1 Prior to the expiration of the period of tender validity prescribed by the Employer, the Employer will notify the successful tenderer by cable, telefax or telex and confirmed in writing by registered letter that his tender has been accepted. This letter (hereinafter and in all Contract documents called "Letter of Acceptance") shall name the sum (hereinafter and in all Contract documents called "the Contract Price") which the Employer will pay to the Contractor in consideration of the execution and completion of the Works as prescribed by the Contract.

- 28.2 At the same time that the Employer notifies the successful tenderer that his tender has been accepted, the Employer shall notify the other tenderers that the tenders have been unsuccessful.
- 28.3 Within fourteen [14] days of receipt of the Form of Contract Agreement from the Employer, the successful tenderer shall sign the form and return it to the Employer together with the required Performance Security.
- 28.4 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

29 Performance Guarantee

- 29.1 Within twenty eight [28] days of receipt of the notification of award from the Employer, the successful tenderer shall furnish the Employer with a Performance Security in the amount stated in the Appendix to Instructions to Tenderers and in the format stipulated in the Conditions of Contract.
- 29.2 The Performance Security to be provided by the successful tenderer shall be an unconditional Bank Guarantee issued at the tenderer's option by a reputable Bank approved by the Employer and located in the Republic of Kenya and shall be divided into two elements namely, a performance security payable in foreign currencies (based upon the exchange rates determined in accordance with clause 60(5) of the Conditions of Contract) and a performance security payable in Kenya Shillings. The value of the two securities shall be in the same proportions of foreign and local currencies as requested in the form of foreign currency requirements.
- 29.3 Failure of the successful tenderer to lodge the required Performance Security shall constitute a breach of Contract and sufficient grounds for the annulment of the award and forfeiture of the Tender Security and any other remedy under the Contract. The Employer may award the Contract to the next ranked tenderer.

30 Advance Payment

An advance payment, if approved by the Employer, shall be made under the Contract, if requested by the Contractor, in accordance with clause 60(1) of the Conditions of Contract. The Advance Payment Guarantee shall be denominated in the proportion and currencies named in the form of foreign currency requirements. For each currency, a separate guarantee shall be issued. The guarantee shall be issued by a Bank located in the Republic of Kenya, or a foreign Bank through a correspondent Bank located in the Republic of Kenya, in either case subject to the approval of the Employer.

31 Corrupt or fraudulent practices

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

SECTION III APPENDIX TO INSTRUCTIONS TO TENDERERS

Notes on the Appendix to Instructions to Tenderers

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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
7	Addenda issued by the County Government of Mombasa shall form part of this tender document
13	The amount of Tender Security shall be Kenya Shillings One Hundred Thousand (Kshs. 100,000.00) in form of a Banker's guarantee or an Insurance Company Guarantee issued by an insurance firm approved by the Public Procurement Regulatory Authority (PPRA), cash, letter of credit or guarantee by a deposit taking microfinance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund valid for 120 days from the date of tender opening in the format provided in the tender document
16 & 17 & 20	<p>The Tenderer shall seal the tender documents comprising of the technical submissions and financial submissions in two separate inner envelopes, duly marking the envelopes "technical submissions" and "financial submissions". The inner envelopes shall contain the address and name of the bidder to enable it to be returned unopened in case it is received/declared late. The inner envelopes shall be placed together in an outer sealed envelope or package.</p> <p>The tenderer shall submit one original and two copies.</p> <p>The outer envelope/package shall be bear the tender number and description and shall be addressed :</p> <p>THE COUNTY SECRETARY, COUNTY GOVERNMENT OF MOMBASA, P.O BOX 80133 – 00100 MOMBASA</p> <p>TENDER NO. CGM/PRO/T/008/2019-2020</p>

PROPOSED CONSTRUCTION OF THE NEW CHANGAMWE MARKET

Completed tenders shall be placed in **Tender Box Tender Box located at the County Assembly ground floor Or returned to the Procurement office County Assembly Hall, Treasury Square, Mombasa so as to reach not later than 10.00 a.m. 12th August 2019.**

Only tenders that are responsive to the mandatory requirements and have attained **the pass mark of 75%** in the technical evaluation shall have their financial submission considered and opened.

Technical Submission – Envelope A shall have the following:

1. Have contents pages clearly indicating Sections and Page Numbers
2. Have pages in the whole document numbered in the correct sequence, serialized and bound.

Note: Complying with item numbers 1 & 2 above is mandatory and its failure shall lead to automatic disqualification.

3. Shall contain the following documents; ***clearly marked and arranged in the following order; -***

- i. Particulars of Tendering Company to include Company background, Taxpayer Registration Certificate, Certificate of Incorporation/ Registration and Current/Valid Tax Compliance Certificate from Kenya Revenue Authority, Current/Valid Single Business Permit **(MANDATORY)**.
- ii. Certificate of Registration with the National Construction Authority (NCA) **–NCA 5 and above (Civil and Building Works) (MANDATORY)**.
- iii. Tender Security of **KShs. 100, 000.00** in the form of a Banker’s guarantee or an Insurance Company Guarantee issued by an insurance firm approved by the Public Procurement Regulatory Authority (PPRA), cash, letter of credit or guarantee by a deposit taking microfinance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund valid for 120 days from the date of tender opening in the format provided in the tender document **(MANDATORY)**.
- iv. Duly filled and signed Confidential Business Questionnaire **(MANDATORY)**.
- v. Duly filled and signed Declaration Form **(MANDATORY)**.
- vi. Duly filled and signed Anti-Corruption Declaration Commitment/ Pledge **(MANDATORY)**.
- vii. Evidence power of attorney where necessary **(MANDATORY)**

	<p>viii. Written undertaking that the tenderer shall submit only one tender/bid and will not be associated or jointly be associated with any other bidder that submits a bid in this tender (MANDATORY).</p> <p>Note: A bid that fails to comply with this requirement in item (viii) will lead to disqualification.</p> <p>ix. Experience in previous and on-going works of a similar nature and size for at least three years covering from 2014 to 2019 (MANDATORY).</p> <p><i>Bidders MUST provide the Contract Prices and copies of Completion or Final Certificates, names and addresses of clients who may be contacted for further information on these contracts for each of the works provided to be considered.</i></p> <p>x. Major items of construction equipment proposed to carry out the Contract and detail of whether they are owned, leased or to be hired (<i>provide evidence of ownership/ lease</i>). The equipment should include but not be limited to the following functions:</p> <ul style="list-style-type: none"> a Concrete Mixer b Vibrator c Transport i.e pick up, truck e.t.c <p>xi. Qualifications and experience of at least three key site management / technical personnel and their CVs and copies of certificates:</p> <p>xii. Certified copies of Audited Financial reports for the last two (2) or 2017, 2018 where available.</p> <p style="text-align: center;">Financial Submission – Envelope B</p> <p>xiii. Completed Form of Tender</p> <p>xiv. Priced Bills of Quantities</p> <p>Evaluation Criteria:</p> <p>Technical proposals shall be subjected to the following evaluation criteria:</p> <p>i. Experience in previous and on-going works of a similar nature and size for at least Five years covering from 2014 to 2019 (30 marks) - distributed as below.</p> <p>Works of similar nature</p> <ul style="list-style-type: none"> • 6 Completed or ongoing similar Jobs (5 Marks each if copies of evidence attached) (<i>Rest of the marks given on Pro-rata basis</i>) <p><i>Attach reference letter or LPOs, Inspection and acceptance certificates or completion certificates.</i></p>
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	<p>ii. Major items of construction equipment proposed to carry out the Contract and detail of whether they are owned, leased or to be hired (<i>provide evidence of ownership/ lease</i>). The equipment should include but not be limited to the following functions (15 marks) - distributed as below:</p> <ul style="list-style-type: none"> a Concrete Mixer b Vibrator c Transport i.e pick up, truck e.t.c <ul style="list-style-type: none"> • <i>Own/ Lease – 5 marks each</i> • <i>Undertaking to Hire – 2 mark each</i> <p>iii. Qualifications and experience of at least two key site management / technical personnel and their CVs and copies of certificates (40 marks) - distributed as below:</p> <ul style="list-style-type: none"> a) Qualification of Site Manager should be at a minimum of the following (15 marks): <ul style="list-style-type: none"> • At least 10 years’ experience (<i>5 marks</i>) • Minimum of Diploma in Civil/ Building and other relevant field (<i>5 marks</i>) • Evidence of supervising and providing guidance to the site team and creating a Health, Safety and Environmental Management Plan (HSEMP) (5 marks) b) Qualification of a Site Foreman should be at a minimum of the following (8 marks): <ul style="list-style-type: none"> • At least 5 years’ experience in construction and construction related assignment (<i>4 marks</i>) • Diploma/Certificate in Civil Works from a recognized institution. (<i>4 marks</i>) c) Qualification of a plumber should be at a minimum of the following (9 marks) <ul style="list-style-type: none"> • At least 5 years’ experience in plumbing and construction related assignments (3 marks) • Minimum of Diploma/Certificate in plumbing from a qualified institution of higher learning (3 marks) • Experience in installation of sinks, taps, toilet furniture etc (3 marks) d) Qualification of an Electrician should be at a minimum of the following (8 Marks) <ul style="list-style-type: none"> • At least 5 years’ experience (<i>1.5 marks</i>) • Experience in installation of protection units, wiring and associated Electrical works (<i>3 marks</i>) • Ability to follow technical drawings, building plans and wiring diagrams and perform electrical maintenance - checking systems to make sure they’re working efficiently and safely (<i>2 marks</i>) • Diploma/certificate in Electrical engineering/installation (<i>1.5 marks</i>)
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	<ul style="list-style-type: none">• Marks awarded on pro rata for meeting requirement• Zero (0) marks for not meeting requirement <p>iv. Certified copies of Audited Financial reports for the last two (2) years 2017 and 2018 (15 marks).</p> <ul style="list-style-type: none">• Liquidity ratios CA/CL ≥ 2 = 5 marks• Gearing ratios not more than 20% = 5 marks• Profitability ratios 20% and above = 5 marks <p>Marks will be awarded on the ratio indicated as an average for the three years as follows:</p> <ul style="list-style-type: none">• Full marks for meeting requirement• Zero (0) marks for not meeting requirement <p><i>The bidders shall be required to score a minimum of 75 out of 100 marks for Financial submission to be considered.</i></p>
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SECTION IV - CONDITIONS OF CONTRACT

1. Definitions

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

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

“Compensation Events” are those defined in Clause 24 hereunder.

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

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

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

“The Contractor’s Tender” is the completed tendering document submitted by the Contractor to the Employer.

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

“Days” are calendar days; **“Months”** are calendar months.

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

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

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

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

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

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

“Equipment” is the Contractor’s machinery and vehicles brought temporarily to the Site for the execution of the Works.

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

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

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

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

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

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

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

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

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

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

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

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

2. Interpretation

- 2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning in English Language unless specifically defined. The Project Manager will provide instructions clarifying queries about these Conditions of Contract.
- 2.2 If sectional completion is specified in the Appendix to Conditions of Contract, reference in the Conditions of Contract to the Works, the Completion Date and the Intended Completion Date apply to any section of the Works (other than references to the Intended Completion Date for the whole of the Works).
- 2.3 The following documents shall constitute the Contract documents and shall be interpreted in the following order of priority;
- (1) Agreement,
 - (2) Letter of Acceptance,
 - (3) Contractor's Tender,
 - (4) Appendix to Conditions of Contract,
 - (5) Conditions of Contract,
 - (6) Specifications,
 - (7) Drawings,
 - (8) Bill of Quantities,
 - (9) Any other documents listed in the Appendix to Conditions of Contract as forming part of the Contract.

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

3. Language and Law

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

4 Project Manager's Decisions

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

5 Delegation

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

6 Communications

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

7 Subcontracting

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

8 Other Contractors

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

9 Personnel

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

10 Works

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

11 Safety and Temporary Works

- 11.1 The Contractor shall be responsible for the design of temporary works. However before erecting the same, he shall submit his designs including specifications and drawings to the Project Manager and to any other relevant third parties for their approval. No erection of temporary works shall be done until such approvals are obtained.
- 11.2 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary works and all drawings prepared by the Contractor for the execution of the temporary or permanent Works, shall be subject to prior approval by the Project Manager before they can be used.
- 11.3 The Contractor shall be responsible for the safety of all activities on the Site.

12. Discoveries

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

13. Work Program

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

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

14. Possession of Site

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

15. Access to Site

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

16. Instructions

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

17. Extension or Acceleration of Completion Date

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

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

18. Management Meetings

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

19. Early Warning

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

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

20. Defects

20.1 The Project Manager shall inspect the Contractor's work and notify the contractor of any defects that are found. Such inspection shall not affect the Contractor's responsibilities. The

Project Manager may instruct the Contractor to search for a defect and to uncover and test any Work that the Project Manager considers may have a defect.

Should the defect be found, the cost of uncovering and making good shall be borne by the Contractor, However, if there is no defect found, the cost of uncovering and making good shall be treated as a variation and added to the Contract Price.

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

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

21. Bills of Quantities

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

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

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

22. Variations

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

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

22.3 If the work in the variation corresponds with an item description in the Bills of Quantities and if in the opinion of the Project Manager, the quantity of work is not above the limit stated in Clause 21.2 or the timing of its execution does not cause the cost per unit of quantity to

change, the rate in the Bills of Quantities shall be used to calculate the value of the variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the variation does not correspond with items in the Bills of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of Work.

- 22.4 If the Contractor's quotation is unreasonable, the Project Manager may order the variation and make a change to the Contract price, which shall be based on the Project Manager's own forecast of the effects of the variation on the Contractor's costs.
- 22.5 If the Project Manager decides that the urgency of varying the Work would prevent a quotation being given and considered without delaying the Work, no quotation shall be given and the variation shall be treated as a Compensation Event.
- 22.6 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
- 22.7 When the Program is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast.

23. Payment Certificates, Currency of Payments and Advance Payments

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

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

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

$$R = \frac{A(x_1 - x_{11})}{80-20}$$

80-20

Where:

-
- R = the amount to be reimbursed
- A = the amount of the advance which has been granted
- X¹ = the amount of proposed cumulative payments as a percentage of the original amount of the Contract.
This figure will exceed 20% but not exceed 80%.
- X₁₁ = the amount of the previous cumulative payments as a percentage of the original amount of the Contract.
This figure will be below 80%but not less than 20%.

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

24. Compensation Events

24.1 The following issues shall constitute Compensation Events:

- (a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Appendix to Conditions of Contract.
- (b) The Employer modifies the List of Other Contractors, etc., in a way that affects the Work of the Contractor under the Contract.
- (c) The Project Manager orders a delay or does not issue drawings, specifications or instructions required for execution of the Works on time.
- (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon the Work, which is then found to have no defects.
- (e) The Project Manager unreasonably does not approve a subcontract to be let.
- (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to tenderers (including the Site investigation reports), from information available publicly and from a visual inspection of the Site.
- (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer or additional work required for safety or other reasons.

- (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- (i) The effects on the Contractor of any of the Employer's risks.
- (j) The Project Manager unreasonably delays issuing a Certificate of Completion.
- (k) Other compensation events described in the Contract or determined by the Project Manager shall apply.

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

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

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

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

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

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

25. Price Adjustment

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

25.2 The Contract Price shall be deemed to be based on exchange rates current at the date of tender submission in calculating the cost to the Contractor of materials to be specifically imported (by express provisions in the Contract Bills of Quantities or Specifications) for permanent

incorporation in the Works. Unless otherwise stated in the Contract, if at any time during the period of the Contract exchange rates shall be varied and this shall affect the cost to the Contractor of such materials, then the Project Manager shall assess the net difference in the cost of such materials. Any amount from time to time so assessed shall be added to or deducted from the Contract Price, as the case may be.

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

- (i) The prices contained in the Contract Bills of Quantities shall be deemed to be based upon the rates of wages and other emoluments and expenses as determined by the Joint Building Council of Kenya (J.B.C.) and set out in the schedule of basic rates issued 30 days before the date for submission of tenders. A copy of the schedule used by the Contractor in his pricing shall be attached in the Appendix to Conditions of Contract.
- (ii) Upon J.B.C. determining that any of the said rates of wages or other emoluments and expenses are increased or decreased, then the Contract Price shall be increased or decreased by the amount assessed by the Project Manager based upon the difference, expressed as a percentage, between the rate set out

in the schedule of basic rates issued 30 days before the date for submission of tenders and the rate published by the J.B.C. and applied to the quantum of labour incorporated within the amount of Work remaining to be executed at the date of publication of such increase or decrease.

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

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

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

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

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

26. Retention

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

27. Liquidated Damages

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

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

28. Securities

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

29. Dayworks

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

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

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

30. Liability and Insurance

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

- (a) The risk of personal injury, death or loss of or damage to property (excluding the Works, Plant, Materials and Equipment), which are due to;
 - (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works, or
 - (ii) negligence, breach of statutory duty or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
 - (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in Employer's design, or due to war or radioactive contamination directly affecting the place where the Works are being executed.
- 30.2 From the Completion Date until the Defects Correction Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is the Employer's risk except loss or damage due to;
- (a) a defect which existed on or before the Completion Date.
 - (b) an event occurring before the Completion Date, which was not itself the Employer's risk
 - (c) the activities of the Contractor on the Site after the Completion Date.
- 30.3 From the Start Date until the Defects Correction Certificate has been issued, the risks of personal injury, death and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risk are Contractor's risks.
- The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts stated in the Appendix to Conditions of Contract for the following events;
- (a) loss of or damage to the Works, Plant, and Materials;
 - (b) loss of or damage to Equipment;
 - (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract, and
 - (d) personal injury or death.
- 30.4 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation required to rectify the loss or damage incurred.
- 30.5 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

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

31. Completion and taking over

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

32. Final Account

32.1 The Contractor shall issue the Project Manager with a detailed account of the total amount that the Contractor considers payable to him by the Employer under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 30 days of receiving the Contractor's account if it is correct and complete.

If it is not, the Project Manager shall issue within 30 days a schedule that states the scope of the corrections or additions that are necessary. If the final account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a Payment Certificate. The Employer shall pay the Contractor the amount due in the Final Certificate within 60 days.

33. Termination

33.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. These fundamental breaches of Contract shall include, but shall not be limited to, the following;

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

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

34. Payment Upon Termination

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

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

35. Release from Performance

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

36. Corrupt gifts and payments of commission The Contractor shall not;

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

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

37. Settlement of Disputes

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

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

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

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

SECTION V – APPENDIX TO CONDITIONS OF CONTRACT

THE EMPLOYER IS

Name: **COUNTY GOVERNMENT OF MOMBASA – DEPARTMENT OF TRADE, TOURISM AND INVESTMENTS.**

Address: **P. O. BOX 82209 – 80100, MOMBASA.**

Name of Authorized Representative: **COUNTY CHIEF OFFICER - – DEPARTMENT OF TRADE, TOURISM AND INVESTMENTS.**

Address: **XXXXXXXXXX**

Telephone:

Facsimile: _____

The Project Manager is

Name: **DIRECTOR PUBLIC WORKS – DTIPW MOMBASA**

Address: -----

Telephone: _____

Facsimile: _____

The name (and identification number) of the Contract is **Proposed Construction of the New Changamwe Market.**

The Works consist of general construction works to completion **AS PER DRAWINGS, SPECIFICATIONS AND BILLS OF QUANTITIES**

The Start Date shall be **AS AGREED WITH THE PROJECT MANAGER**

The Intended Completion Date for the whole of the Works shall be **40 WEEKS FROM COMMENCEMENT DATE**

The following documents also form part of the Contract:

AS LISTED IN CAUSE 2.1 OF THE CONDITIONS OF CONTRACT

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

The Site Possession Date shall be **AGREED WITH THE PROJECT MANAGER** The Site is located at **Changamwe Market** and is defined in drawings The Defects Liability period is **180 days.**

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

1. PLUMBING AND DRAINAGE WORKS
2. ELECTRICAL WORKS
3. ASSOCIATED CIVIL WORKS

The minimum insurance covers shall be;

- **Contractor's All Risk Insurance**

The following events shall also be Compensation Events:

1. NONE OTHER THAN AS IS DEFINED IN THE CONDITIONS OF CONTRACT The period between Program updates is **14 days.**

The amount to be withheld for late submission of an updated Program is **FULL CERTIFICATE**

The proportion of payments retained is **10 percent.**

The Price Adjustment Clause **SHALL NOT** apply

The liquidated damages for the whole of the Works is Kshs. **85,000.00 PER WEEK**

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

The Completion Period for the Works is **40 Weeks**

The rate of exchange for calculation of foreign currency payments is **SHALL NOT APPLY**

The schedule of basic rates used in pricing by the Contractor is as: **ISSUED BY THE JOINT BUILDING COUNCIL (KENYA) THIRTY DAYS BEFORE THE DATE OF SUBMISSION OF TENDERS**

Advance Payment **SHALL NOT** be granted.

Performance Bond shall be from an **APPROVED BANK AND INSURANCE**

The contractor shall allow for **3% Withholding Tax within the pricing rates. The 3% Withholding Tax shall be deducted directly from all payments due to the contractor and paid to KRA.**

SECTION VI: BILLS OF QUANTITIES

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
<p><u>PROPOSED CONSTRUCTION OF NEW CHANGAMWE MARKET</u></p> <p>DEMOLITIONS</p> <p>An inventory of materials salvaged by the contractor is to be kept. All materials remain property of the client and are to be handed over to him. Should the client permit it the contractor can make application to either purchase the material and pay in cash or to make an allowance for credit at the end of demolitions and alterations sections of this bill.</p> <p>Demolitions shall be carefully carried out to secure the specified. Demolition shall include making good any surfaces disturbed and removing all debris from site.</p>					
A	Carefully demolish existing wall to create openings for precast concrete louvers vents, grills and doors	450	SM		
B	Carefully demolish existing concrete counters complete with all support; overall size 1300 x 3300 x 900mm high.	47	NO		
C	Carefully hack away concrete from the column extension to expose reinforcement and make good the surface to receive new column on the new floor.	16	NO		
D	Carefully hack out existing floor slab, complete with all the hardcore and make good the surface to receive new column on the new floor.	690	SM		
E	Carefully remove existing roof covering, complete with all steel support.	540	SM		
F	Carefully remove existing steel door complete with all frame, sliding rail and ironmongery; overall size 2600 x 2500mm high.	2	NO		
G	Ditto; overall size 900mm x 2100mm high.	2	NO		

PROPOSED CONSTRUCTION OF NEW CHANGAMWE MARKET

H	Carefully remove existing steel cabinets complete with all frame, mesh and ironmongery	47	NO		
TOTAL FOR DEMOLITIONS CARRIED TO SUMMARY					

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>GROUND FLOOR</u>				
	<u>SUBSTRUCTURES(All Provisional)</u>				
	<u>SITE PREPARATION</u>				
	<u>Site clearance,excavations</u>				
A	Clear site of all bushes, tufts and any small or large trees, including grubbing out roots and burn on site where directed	725	SM		
B	Excavate oversite to remove vegetable soil 200mm average depth, loads, wheel and deposit where directed on site and level	725	SM		
C	Excavate for trenches not exceeding 1.50m from stripped level	365	CM		
D	Excavate for column pit not exceeding 1.50m from stripped level	132	CM		
E	Keep all excavations free from all water		ITEM		
F	Allow for strutting and plunking		ITEM		
	<u>Disposal</u>				
G	Return, fill and ram extra excation materials around foundation	347	CM		
H	Cart away surplus excavated materials	150	CM		
	<u>Filling</u>				
I	Average 300mm thick hardcore bed well watered leveled and compacted	410	CM		
J	50m thick murrum blinding	1360	SM		
	<u>Insecticide treatment</u>				

PROPOSED CONSTRUCTION OF NEW CHANGAMWE MARKET

K	Treat surface of hardcore filing with gladiator TC or other equal approved insecticide according to the manufacture instructions.	1360	SM		
	Total carried to collection				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>CONCRETE WORKS</u>				
	<u>Plain concrete class 15 (1:4:8) in:-</u>				
A	50mm thick blinding under foundations and bases	267	SM		
	<u>Reinforced concrete class 25 in:-</u>				
B	Foundation strip	36	CM		
C	Stub columns and bases	29	CM		
D	Ground beam	27	CM		
E	150mm thick floor slab	1390	SM		
	<u>Reinforcement</u>				
	Supply and fix high tensile steel reinforcement bars B.S.4449 to B.S 4461 including cutting, bending, hoisting, tying wire, spacing blocks and support				
F	Assorted bar reinforcement	9200	KG		
	<u>B.R.C. Mesh</u>				
G	B.R.C. Mesh reinforcement No. A142	1390	SM		
	<u>Sawn formwork to</u>				
H	Vertical sides foundation strip	118	SM		
I	Ditto to Column sides and bases etc	122	SM		
J	Edges of floor slab exceeding 75mm but not exceeding 150mm high	195	LM		
K	Vertical sides of ground beam	265	SM		
	<u>Expansion Joint</u>				
L	12mm flexcell or any other equal and approved expansion joint	33	SM		

PROPOSED CONSTRUCTION OF NEW CHANGAMWE MARKET

M	25 x 25mm expendite or any other equal and approved sealer	22	LM		
Total carried to collection					

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>Walling</u>				
	<u>Solid coral block walling bedded and jointed in cement and sand mortar 1:4 in:-</u>				
A	200mm thick walling	221	SM		
	<u>Damp proofing</u>				
B	200mm wide bituminous felt damp proof course bedded in cement sand mortar 1:4	294	LM		
C	1000 gauge polythene sheet underlay	1390	SM		
	<u>Plint Finishes</u>				
D	15mm thick cement and sand backing to receive mazeras tiles	110	SM		
E	Supply and fix approved mezaras tiles with appropriate tile adhesive, grout and spacers on prepared backing (m.s)	110	SM		
Total carried to collection					

PROPOSED CONSTRUCTION OF NEW CHANGAMWE MARKET

	<p><u>Collection</u></p> <p>Brought forward from page BW/2</p> <p>Brought forward from page BW/3</p> <p>Brought forward from above</p>				
	TOTAL FOR SUBSTRUCTURE CARRIED TO SUMMARY				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>SUPERSTRUCTURE</u>				
	<u>In situ Concrete</u>				
A	75mm thick concrete base slab (mix 1:2:4)	420	SM		
	<u>Vibrated reinforced concrete class 25 in:-</u>				
B	Beams	10	CM		
C	Columns	5	CM		
	<u>Ditto in:-</u>				
D	150mm thick suspended slab	136	SM		
E	100mm thick counter tops	420	SM		
	<u>Reinforcement</u>				
	<u>High Tensile twisted reinforcement bars B.S 4461 as described</u>				
F	Assorted bar reinforcement	7300	KG		
	<u>Sawn Cypress Timber Formwork as Described. Allow for setting to curve where required, special propping, strutting, fillets, nails, etc to</u>				
G	Sides and soffits of beam	117	SM		
H	Sides of columns	60	SM		
I	Soffits of suspended floor slab	136	SM		

PROPOSED CONSTRUCTION OF NEW CHANGAMWE MARKET

J	Soffits of counter top	420	SM		
K	Edges of suspended floor slab 75 – 150mm high	62	LM		
L	Edges of counter top 75 – 150mm high	1310	LM		
M	Edges of base slab 75 – 150mm high	1310	LM		
Total carried to collection					

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>WALLING</u>				
	Machine cut coral block walling bedded and jointed in cement and sand mortar 1:3; including 20swg x 25mm wide hoop iron in every course				
A	200mm thick external walling	170	SM		
B	200mm thick internal walling	138	SM		
C	100mm ditto but solid concrete block to internal walling	960	SM		
D	Precast concrete louver block walling; overall size 200 x 200 x 300mm.	10	SM		
E	75mm thick precast concrete coping 75mm thick weathered and throated saddled-back for 200mm thick walling				
	Grill Walling	190	LM		
F	Fabricate, supply and fix mild steel grill ; constructed with 25 x 25 x 3mm thick RHS vertical framing fixed at 150 mm center; 50 x 3mm flat bars top and bottom horizontal framing, infilled with 50 x 50 x 3mm weld mesh; fixed with lugs built into concrete or stone walls: painted in mastic and finished with one shop coat primer and two coats of marine paint to all surfaces with approved paint by the Project Manager.				
	Hardwood Timber Lattice	300	SM		

PROPOSED CONSTRUCTION OF NEW CHANGAMWE MARKET

G	50 x 25mm hardwood infill fixed at 100 mm c/c in both directions to form diamond shape; nailed on 100 x 50mm hardwood frame top and bottom horizontal frame and vertical frames at 2000 mm c/c fixed to opening in wall. Prepare surfaces and apply three coats gloss oil paint to surfaces 200-300mm girth with approved paint by the Project Manager.	480	SM		
Total carried to collection					
Collection					
Brough forward from page BW/5					
Brought forward from Above					
TOTAL FOR SUPERSTRUCTURE CARRIED TO SUMMARY					

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
<u>ROOF STRUCTURE (All Provisional)</u>					
Steel work;- Supply and Fix					
A	100 x 100 x 4mm thick SHS galvanised steel stanchion, on 300 x 300 x 12mm steel bearer plate bolt fixed to 300 mm long, 16mm holding down bolts cast in 400 x 400 x 1200mm deep conc stub column (m.s) To Str. Eng's Detail.	493	LM		
B	Supply and Fix, 75 x 50 x 4mm RHS mild steel rafter section	460	LM		
C	Ditto for hip rafter	80	LM		
D	Ditto for ridge board	60	LM		
E	Ditto 100 x 50 x 4mm for wall plate	160	LM		
F	Supply and Fabricate, in 150 x 150 x 12mm mild steel bearing plate	70	NO		
G	Supply and Fix, in 100 x 50 x 2mm z section purlin mild steel section	1900	LM		
H	Prepare and apply one primer coat and two coat of gloss oil paint to general metal surfaces	2760	LM		
Wrot cypress : 1st grade					
I	250 x 38mm Fascia or barge board	300	LM		

PROPOSED CONSTRUCTION OF NEW CHANGAMWE MARKET

J	Prepare and apply three coats of first grade emulsion paint to fascia board : Over 200mm but n.e 300mm girth	300	LM		
<u>ROOF COVERING</u>					
K	Supply and fix curved prepainted gauge 28 aluminium box profiled roofing sheet as mettacopo by Kaluworks or any equal and approved by the project manager; fixed to steel trusses(ms)	1620	SM		
L	Ditto approved ridge cap	140	LM		
Total carried to collection					

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
<u>ROOF FINISHES</u>					
A	50 mm cement sand 1:3 water proof screed to flat roof slab laid to fall and crossfalls	136	SM		
B	Apply one coat bituminous primer to surface of screed.	136	SM		
C	Supply torch and apply bituminous membrane as per 'sirrah P4' or equal and approved	136	SM		
D	Ditto sides of wall 200mm high	41	LM		
E	200 x 200 x 25mm thick quarry tiles as miritini clay products or any other approved manufacturer at roof covering bedded and jointed in cement mortar 1:3 and 25mm joint pointed with red cement slurry				
	Rain Water Goods	136	SM		
F	Supply and fix PVC gutter overall size; 250mm diameter half round; complete with fascia board connector, brackets, unions and corners	166	LM		
G	Extra over for stopped ends	4	NO		
H	Extra over for outlet	2	NO		
I	Extra over for 100mm fulbora roof outlet drains	8	NO		

PROPOSED CONSTRUCTION OF NEW CHANGAMWE MARKET

J	160mm diameter PVC down pipes fixed to wall with holding clips at 1200mm centres	34	LM		
K	Extra over for swan neck 1000mm long	8	NO		
L	Extra over for shoe 1000mm long	8	NO		
Carried Forward To Collection					
Collection Brought forward from page 7 Brought forward from above					
TOTAL FOR ROOFING CARRIED TO SUMMARY					

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
A	<p><u>DOORS</u> <u>Grill door (Refer to architect's detail)</u></p> <p>Fabricate, supply and fix mild steel grill door overall size 1800 x 4000mm; comprising 2No. openable leaf size 900 x 3000mm high with 50 x 50 x 3 mm framing, stiles, bottom & top rail & 2 No intermediate rails; infilled with 25 x 25 x 3mm RHS at 150 mm center in ; complete with all necessary ironmongery; fixed to opening including cutting and pinning lugs to concrete or blockwork surround and bedding frame in cement and sand mortar (1:4); all primed with red oxide and finished with two coats gloss oil paint painted to all surfaces with approved.</p>	2	NO.		
B	Ditto overal size 1500 x 4000mm	4	NO.		
C	<p><u>Wrot Mvule Timber Doors</u></p> <p>50mm thick mvule panelled door overall size 1800 x 2400m; comprising 2No. openable leaf size 900 x 2100mm high with 125 x 50mm stiles, middle and top rails, 200 x 50mm bottom rail and 1800 x 300mm high funlights at the top. (Refer to architects detail)</p>	2	NO.		

PROPOSED CONSTRUCTION OF NEW CHANGAMWE MARKET

D	Ditto single door overall size 1050 x 2400m	2	NO.		
E	Ditto single door overall size 900 x 2400m	6	NO.		
F	Ditto flip top door; overall size 900 x 900; (Refer to architects detail)	192	NO.		
G	50mm thick solid core flush door overall size 900 x 2100mm to BS 459 , faced both sides with 6mm mahogany veneer and lipped on all edges hardwood, including all planted mouldings.				
	<u>Timber Mvule Framework</u>	10	NO.		
H	150 x 50 mm frame with two labour twice rebated: plugged	342	LM		
I	Ditto for transome	10	LM		
J	50 x 25mm moulded architrave	222	LM		
K	15 x 15mm quadrant beading	222	LM		
	Total for carried to collection				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>Iron Mongery</u>				
A	3-Lever mortice lock complete with locking furniture as 'Union'or equal	12	NO		
B	Pressed steel indicator bolts (vacant/engaged) - ref 8094SS	8	NO		
C	100mm brass butt hinges	215	PRS.		
D	Rubber door stop fixed to floor with rawl bolt	20	NO.		
E	100mm tower bolts	212	NO.		
	Prepare and apply one undercoat primer and two finishing first quality emulsion paint to:				
F	Surface of woodwork generally	37	SM		

PROPOSED CONSTRUCTION OF NEW CHANGAMWE MARKET

G	Ditto not exceeding 150mm girth	52	LM		
	Knot prime stop and apply 3 coats of polyurethane clear lacquer to woodwork surfaces				
H	General surfaces of woodwork	272	SM		
I	Surfaces 100 to 200mm girth	291	LM		
	Carried Forward To Collection				
	Collection				
	Brought forward from page BW/9				
	Brought forward from above				
	TOTAL FOR DOORS CARRIED TO SUMMARY				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>WINDOWS</u>				
	Supply, assemble and fix heavy duty anodised aluminium framed sliding windows with frame of a minimum thickness of 1.8mm including all necessary iron mongery and 8mm thick tinted glass fixed with aluminium beadings. Allow for sand blast effect film by as directed (refer to architects detail)				
A	Overall size 2000 x 1500mm high.	1	NO		
B	Overall size 1500x 1500mm high	7	NO		

PROPOSED CONSTRUCTION OF NEW CHANGAMWE MARKET

C	Approved 600 x 275 x 175mm precast concrete window cill bedded and jointed in cement (sand (1:3) mortar	13	LM		
D	200 x 20 mm thick wrot mahogany: prime grade window board.	13	LM		
TOTAL FOR WINDOWS CARRIED TO SUMMARY					

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>FINISHES</u>				
	<u>WALL FINISHES</u>				
	External Walls				
A	15mm cement and sand (1:4) render with wood float on external walling .	132	SM		

PROPOSED CONSTRUCTION OF NEW CHANGAMWE MARKET

B	Prepare and apply one undercoat and two finishing coats of approved long lasting, weather proof paint to rendered surfaces externally Internal Walls	132	SM		
C	15mm cement and sand (1:4) plaster trowelled smooth and comprising 12mm thick backing and 3mm finishing coat.	300	SM		
D	Prepare and apply three coats of approved first grade emulsion paint to plastered surfaces	300	SM		
<u>Cement and sand (1:3) screeds, backings, beds etc</u>					
E	15 mm thick cement and sand backing prepared to receive wall tiles	420	SM		
F	15mm backing finished to receive terrazo wall finish (m.s)	2145	SM		
Granitto wall tiles					
G	Supply and fix approved Granito wall tiles on prepared backing including grouting and edge protectors where required.	420	SM		
Terrazo paving ;					
H	15mm thick terrazo floor finish including 32 x 3mm thick plastic dividing strip where required	2145	SM		
<u>FLOOR FINISHES</u>					
Cement and sand (1:3) screeds, backings, beds etc					
I	25mm bed finished to receive terrazo floor finish (m.s)	1370	SM		
Terrazo paving ;					
J	15mm thick terrazo floor finish including 32 x 3mm thick plastic dividing strip where required	1370	SM		
K	20 x 100 mm skirting	192	LM		
Total Carried to collection					

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	WORK TOP FINISHES				
	Cement and sand (1:3) screeds, backings, beds etc				

PROPOSED CONSTRUCTION OF NEW CHANGAMWE MARKET

A	15mm cement and sand (1:4) plaster trowelled smooth and comprising 12mm thick backing and 3mm finishing coat to counter tops	420	SM		
B	32mm bed finished to receive floor tiles (m.s)	91	SM		
C	25mm bed finished to receive terrazo floor finish (m.s)	340	SM		
	Granitto wall tiles				
D	Supply and fix approved Granito wall tiles on prepared backing including grouting and edge protectors where required.	91	SM		
	Terrazo paving ;				
E	15mm thick terrazo floor finish including 32 x 3mm thick plastic dividing strip where required	340	SM		
	<u>JOINERY FITTINGS AND FIXTURES</u>				
F	Fabricate, supply and fix 2000 x 900 x 750mm high mild steel bottom cabinets; constructed with 25 x 25 x 3mm RHS top, bottom and intermediate framing; infilled with 4mm thick weld mesh; size 50 x 50mm ; fixed with lugs built into concrete or stone walls: Cabinete to have 1 no. shelf and 4 no. steel lockable door including all necessary ironmongery. All to be primed with red oxide and finished with two coats gloss oil paint painted to all surfaces with approved paint. (Fabricated as per Project Manager's design and approval)	212	NO		
G	Supply and install Pegion Hole System overall size 3000 x 1500 x 300mm; comprising of 50 No. Pegion Holes, Overall size 300 x 300 x 300mm; complete with 50 x 25mm thick rebated mvule frames; 25mm thick mahogany veneered block board top, bottom, sides, divisions and door shutters complete with brass heavy duty piano hinges, D - shaped brass handles and 'Solex' locks including clear varnish timber paint to approval. (Fabricated as per Project Manager's design and approval)	4	NO		
	Carried Forward To Collection				
	<u>Collection</u> Brought forward from page BW/12 Brought forward from page above				
	TOTAL CARRIED TO SUMMARY				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
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EXTERNAL WORKS

PROPOSED CONSTRUCTION OF NEW CHANGAMWE MARKET

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>PROPOSED PARKING LOT FOR TO CHANGAMWE MARKET</u>				
	<u>PARKING LOT</u>				
	Excavation				
A	Excavate over site; average 300 mm deep to reduce levels	1265	SM		
B	Load and cart away excavated material from site and cart away to designated dumping site	380	CM		
	Surface treatment				
C	Grade and compact sub-grade or filling to falls, crossfalls and slopes : compact to : 90% MDD <u>Sub base and Base Courses</u>	1265	SM		
D	300mm Thick hand packed hardcore : graded to falls, crossfalls and chambers : compacted to 100% MDD 150 mm thick layers	380	CM		
E	50mm thick murrum blinding	1265	SM		
F	Pre-cast concrete coloured paving blocks 80mm thick High strength 49 N/mm square to KS 02-827including 30mm thick sand layer				
	Kerb	1265	SM		
G	125 x 250 mm pre-cast concrete kerb rounded on one corner laid on and including concrete 1:3:6 base size 525 x 100mm haunched up behind; including all necessary excavations,formwork and painting				
	Bollards	45	LM		
H	Supply and fix 1500mm high galvanised mild steel bollards (1000mm above ground) fabricated from 150 x 4.85mm thick CHS galvanised mild steel tube. Hollow section to be filled with 1:2:4 insitu vibrated concrete and embedded in 300 x 300 x 600mm deep 1:2:4 vibrated concrete base. Rate to include all necessary excavations, concrete, backfilling, making good disturbed surfaces and appling three coats first grade gloss paint to general surfaces of steel bollard				
	Marking and Signage	25	NO		

PROPOSED CONSTRUCTION OF NEW CHANGAMWE MARKET

I	Drive way and Car park marking and signage		ITEM		
Total carried to collection					

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Invert Block Drain (IBD)				
A	Excavate for stormwater drain starting from G.L. not exceeding 1.0m deep. Trim and shape for IBD as in detail (50) 5329 'B' and side slabs and dispose excavated materials away from site.	34	CM		
B	Provide, lay and joint p.c.c. IBD with 2No. side slabs on either side.	92	LM		
C	Provide, lay and joint reinforced P.C.C. 300x450x50mm grating (heavy duty)	92	LM		

PROPOSED CONSTRUCTION OF NEW CHANGAMWE MARKET

<p>Total carried to collection</p> <p><u>Collection</u></p> <p>Brought forward from page EX/1</p> <p>Brought forward from page EX/2</p>					
<p>Total for external works carried to summary page</p>					

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<p>PROPOSED UNDER GROUND WATER TANK (60000 Litres)</p> <p><u>Excavation</u></p> <p>A Excavate oversite average 150mm deep to remove vegetable soil, wheel and deposit where directed on site</p> <p>B Excavate pit not exceeding 1.50meters deep</p>	<p>33</p> <p>49</p>	<p>SM</p> <p>CM</p>		

PROPOSED CONSTRUCTION OF NEW CHANGAMWE MARKET

C	Ditto over 1.5meters deep but not exceeding 3.00meters deep	49	CM		
D	Ditto over 3meters deep but not exceeding 4.50meters deep	20	CM		
E	Extra over excavation in rock	24	CM		
	Disposal				
F	Load and cart surplus excavated material and deposit in spoil heaps where directed on site	102	CM		
G		14	CM		
	Return ,fill and ram and consolidate in layers selected excavated material,as directed. Imported filling				
H	Average 300mm thick hardcore bed well watered leveled and compacted	10	CM		
I	50m thick murrum blinding	33	SM		
J	Treat surface of hardcore filing with gladiator TC or other equal approved insecticide according to the manufacture instructions.	33	SM		
	<u>CONCRETE WORKS</u>				
	Plain concrete class 15 (1:4:8) in:-				
K	50mm thick blinding under foundations and bases	32	SM		
	Reinforced concrete class 25/20 in:-				
L	Foundation strip	6	CM		
M	Columns and bases	2	CM		
N	Beam	2	CM		
O	200mm thick concrete wall	55	SM		
P	150mm thick suspended floor slab	29	SM		
Q	200mm thick bottom slab	22	SM		
R	Extra over floor bed for sump size 400x400x300mm deep (internally) with 200mm thick walls and 200mm thick bed in class 25 concrete. Allow for all necessary formwork	1	NO		
	TOTAL CARRIED TO COLLECTION				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
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PROPOSED CONSTRUCTION OF NEW CHANGAMWE MARKET

	<u>Reinforcement</u>			
	Supply and fix high tensile steel reinforcement bars B.S.4449 to B.S 4461 including cutting, bending, hoisting, tying wire, spacing blocks and support			
	High yield steel bar reinforcement to BS 4461			
A	8mm diameter	51	KG	
B	10mm diameter	193	KG	
C	12mm diameter	1110	KG	
	Sawn Cypress Timber Formwork as Described. Allow for setting to curve where required, special propping, strutting, fillets, nails, etc to			
D	Sides of walls	55	SM	
E	Sides and soffits of beams	20	SM	
F	Sides and soffits of columns	26	SM	
G	Soffits of suspended slab, including withdrawing from confined space.	28	SM	
H	Edge of suspended slab, over 150mm but not exceeding 225mm high	19	LM	
J	Edge of slab, over 150mm but not exceeding 225mm high	19	LM	

PROPOSED CONSTRUCTION OF NEW CHANGAMWE MARKET

K	Boxing in formwork to form opening size 600x450mm in 150mm slab	2	NO		
TOTAL CARRIED TO COLLECTION					

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
A	<u>Solid concrete block walling, as described, in cement sand mortar</u> 200mm walling	64	SM		
B	Waterproofing Vandex Super or equal and approved water proofing compound to base and wall surfaces executed by specialist strictly in accordance with manufacturer's written instructions and with 10 year's guarantee Finishes	68	SM		
C	20mm waterproof cement and sand (1:4) render to concrete bed	22	SM		
D	15mm ditto to to interior surfaces	64	SM		
E	12mm ditto to soffits of suspended floor slab	22	SM		
F	20mm ditto to cover slab trowelled smooth and hard	28	SM		
F	15mm ditto to plinth area	6	SM		
G	Medium cast iron double seal cover and frame size 600x450mm to BS 497, including bedding frame in cement mortar and cover in grease, and coating all surfaces with bituminous paint	2	NO		

PROPOSED CONSTRUCTION OF NEW CHANGAMWE MARKET

H	100mm uPVC dip pipe,750mm long fixed to wall	2	NO		
I	100mm Upvc sleeve	2	NO		
J	Hole through 200mm wall for 100mm pipe	2	NO		
Carried Forward To Collection					
<u>Collection</u>					
Brought forward from page EW/3					
Brought forward from page EW/4					
Brought forward from page EW/5					
TOTAL CARRIED TO COLLECTION					

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
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PROPOSED CONSTRUCTION OF NEW CHANGAMWE MARKET

<u>EXTERNAL WORKS SUMMARY PAGE</u>				
Parking Lot				
Underground Water Tank				
TOTAL FOR EXTERNAL WORKS CARRIED TO SUMMARY				

ELECTRICAL INSTALLATION WORKS

PROPOSED CONSTRUCTION OF NEW CHANGAMWE MARKET

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<p>Supply, install, test and commission the following: Lighting Circuit - 01</p> <p>NOTE: All cables to be as East African Cables or equal and approved equivalent.</p>				
A	Lighting points in concealed 20mm diametre PVC heavy gauge conduit comprising of 3 x 1.5mm ² pvc/sc Cu cables as East African Cables or equal and approved equivalent for 1 way 1 gang switching.	24	No		
B	Ditto lighting points for 1 way 2 gang switching.	2	No		
C	Ditto lighting points for 1 way 3 gang switching.	53	No		
	<p>Lighting Circuit fittings - 02.</p>				
D	5Amp white moulded ivory flush mounting 1 way 1 gang plate switch as MK/CRABTREE /MEM or equal and approved equivalent.	6	No		
E	5Amp white moulded ivory flush mounting 1 way 2 gang plate switch at MK/CRABTREE / MEM or equal and approved equivalent.	4	No		

PROPOSED CONSTRUCTION OF NEW CHANGAMWE MARKET

F	5Amp white moulded ivory flush mounting 1 way 3 gang plate switch at MK/CRABTREE / MEM or equal and approved equivalent.	1	No		
TOTAL CARRIED TO COLLECTION			SHS.		

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
A	Lighting Circuit fittings - 02. 2 x 1200mm twin batten weather proof flourescent luminaire fitting complete with prismatic diffuser as THORN or equal and approved equivalent.	53	No		
B	1 x 600mm single batten flourescent luminaire fitting complete with prismatic diffuser as THORN/PHILIPS or equal and approved equivalent.	4	No		
C	2 x 8w flourescent weather proof flourescent bulkhead luminaire fitting as THORN/PHILIPS or equal and approved equivalent.	16	No		
D	1 x 60w bathroom model spherical ball fittings as THORN CAT or equal and approved equivalent.	14	No		
	Power Circuits - 03 NOTE:- All cables to be East African cables or equal and approved equivalent.				

PROPOSED CONSTRUCTION OF NEW CHANGAMWE MARKET

E	13Amp socket outlet power points drawn in concealed 20mm diameter PVC heavy gauge conduit comprising of 3 x 2.5mm ² pvc/sc Cu cables.	210	No		
F	Ceiling fan power points drawn in concealed 20mm diameter PVC heavy gauge conduit comprising of 3 x 1.5mm ² pvc/sc Cu cables.	2	No		
G	Fire alarm panel power point drawn in concealed 20mm diameter PVC heavy gauge conduit comprising of 3 x 4.0mm ² pvc/sc Cu cables.	1	No		
TOTAL CARRIED TO COLLECTION			SHS.		

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
A	<i>Power Circuits Fittings - 04</i> Water pump powerpoint drawn in concealed 20mm diameter pvc heavy gauge conduit comprising of 3 x 4.0mm ² pvc/sc Cu cable as East African cable or equal and approved equivalent.	1	No		
B	White moulded ivory flush mounting single switched 13Amp DP Socket outlet as MK/CRABTREE/HAVELLS/MEM or equal and approved equivalent.	1	No		
C	White moulded ivory flush mounting twin switched socket 13Amp DP socket outlet as MK/CRABTREE/MEM to approval.	210	No		
D	White moulded ivory flush mounting 20Amp DP switch as MK/CRABTREE/ MEM or equal and approved equivalent.	2	No		

PROPOSED CONSTRUCTION OF NEW CHANGAMWE MARKET

E	White moulded ivory flush mounting 15Amp socket outlet as MK/CRABTREE/MEM or equal and approved equivalent.	2	No		
F	1400mm 3 blade ceiling fan as ORIENT/CROMPTON complete with regulators or equal and approved equivalent.	2	No		
G	5Amp white moulded ivory 3 plate ceiling rose complete with 3-core 0.75mm ² flex cable and a biscuit ring as MK/CRABTREE/MEM/HAVELLS to approval.	2	No		
	Associated circuits - 05 Data /Telephone outlets.				
H	Computer data outlet points drawn in mild steel cable trunking / concealed 20mm diametre PVC heavy gauge conduit comprising of a draw wire.	2	No		
	TOTAL CARRIED TO COLLECTION		SHS.		

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Associated circuits - 06 (Ctd) Data /Telephone outlets.				
A	Telephone outlet points drawn in concealed 20mm diametre PVC heavy gauge conduit comprising of a draw wire.	1	No		
B	White moulded ivory flush mounting single data cable outlet socket as MK/CRABTREE/MEM or equal and approved equivalent.	2	No		

PROPOSED CONSTRUCTION OF NEW CHANGAMWE MARKET

C	Ditto telephone cable outlet socket as MK/CRABTREE /MEM or equal and approved equivalent.	1	No.		
	Consumer Units / Distribution boards - 07				
D	12 way SPN MCB flush mounting consumer unit as MK/CRABTREE/ MEM/HAVELLS or equal and approved equivalent.	1	No		
E	60/80Amp SPN MCCB main isolator switch as MEM/HAVELLS/CRABTREE or equal and approved equivalent.	1	No		
F	SPN MCBs to match item No. C above				
	(i) 5Amp	1	No		
	(ii) 10Amp	2	No		
	(iii) 20Amp	2	No		
	(iv) 30Amp	3	No		
	(v) Blanking plates for ways NOT connected	4	No		
G	3 x 16mm ² pvc/sc Cu supply cables insulated red, yellow, blue and black respectively as East Africa Cables or equal and approved equivalent from KPLC Meter (ref: site instruction).				
	(i) Red (Approx Mtrs)	100	Lm		
	(ii) Black (Approx. Mtrs)	100	Lm		
	(iii) Green (Approx. Mtrs)	100	Lm		
	TOTAL CARRIED TO COLLECTION		SHS.		

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
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PROPOSED CONSTRUCTION OF NEW CHANGAMWE MARKET

	<p>Earthing - 08 to conform with the IEE / KPLC requirements</p>				
A	<p>10.0mm² pvc/sc Cu cables insulated green (ecc) earth wire as East African cables or equal and approved equivalent drawn in concealed 25mm diameter PVC heavy gauge conduit (Approx. mtrs)</p>	100	Lm		
B	<p>Excavate and build 300 x 300 x 450mm deep earthing manhole using quarry stone blocks to approval.</p>	1	Item		
C	<p>5ft (Approx 1500mm long) copper earth electrode complete with clamp driven into the ground upto the required depth (ref. item No. A/B)</p>	1	No.		
D	<p>Final connection of earth continuity conductor to consumer unit main earthing terminal and associated earthing terminals to approval</p>	1	Item		
E	<p>Single tarif meter box constructed from 16gauge galvanised mild steel and painted to Engineer's approval (ref: site instruction)</p>	1	No.		

PROPOSED CONSTRUCTION OF NEW CHANGAMWE MARKET

	TOTAL CARRIED TO COLLECTION		SHS.		
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ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	COLLECTION				
	Brought Forward from page PCM/E1		SHS		
	Brought Forward from page PCM/E2		SHS		
	Brought Forward from page PCM/E3		SHS		
	Brought Forward from page PCM/E4		SHS		

PROPOSED CONSTRUCTION OF NEW CHANGAMWE MARKET

	Brought Forward from page PCM/E5		SHS		
	TOTAL FOR GROUND FLOOR CARRIED TO SUMMARY	SHS			-

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	TESTING AND COMMISSIONING				

PROPOSED CONSTRUCTION OF NEW CHANGAMWE MARKET

A	Testing and commissioning as required (respective installation tests) on completion before connecting to supply	1	Item		
TOTAL FOR TESTING & COMMISSIONING CARRIED TO SUMMARY			SHS		

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
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PROPOSED CONSTRUCTION OF NEW CHANGAMWE MARKET

A	<p>KPLC LINE APPLICATION AND CONNECTION</p> <p>Allow Kshs. 150,000/= (Kenya Shillings One Hundred and Fifty Thousand) only for KPLC Service Line application and connection</p>	1	Item		
	<p>TOTAL FOR KPLC LINE CONNECTION TO EXISTING SOURCE/SYSTEM CARRIED TO COLLECTION</p>		SHS		

PROPOSED CONSTRUCTION OF NEW CHANGAMWE MARKET

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	SUMMARY				
A	Brought forward from Page PCM/E6		SHS.		
B	Brought forward from Page PCM/E7 TESTING & COMMISSIONING		SHS.		

PROPOSED CONSTRUCTION OF NEW CHANGAMWE MARKET

C	Brought forward from Page PCM/E8 KPLC LINE CONNECTION & APPLICATION		SHS.		
	TOTAL CARRIED TO MAIN SUMMARY PAGE		SHS		

MECHANICAL INSTALLATION WORKS

MECHANICAL WORKS

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>SANITARY FITTINGS</u>				
	Supply, deliver, install and fix the following sanitary fittings including all materials and jointing to supply wastes/soil and overflow pipes. Twyfords Ltd products are specified only as an indication of quality. Equal and approved appliances may be supplied .Where trade names are mentioned the Ref.No.is intended only as a guide to the type and quality of fittings				
A	Low level Water closet suite (S or P trap) in approved colour complete with horizontal outlet to BS 3402 with 7.5 litres valveless close coupled ceramic cistern and fittings including siphone,15 mm diameter side inlet ball valve,20mm diameter side overflow, plastic flush bend, inlet connections, chrome plated lever and heavy plastic set and cover with metal top fixed (CP) hinges. All to be as TWYFORDS Classic water closet or equal approved	4	NO		
B	Ditto but for physically challenged complete with grab rails and all accessories	2	NO		
C	Ditto but Asian	3	NO		
D	Wash hand basin size 510mmx420mm with one tap hole and chain stay hole, concealed wall brackets, chrome plated pillar tap as COBRA and chain waste 1 1/4’’ and white plastic bottle trap 1 1/4’’ P trap all to be as TWYFORD ‘SOLA’ or equal approved	8	NO		
E	Ditto but for physically challenged complete with elbow action type pillar tap and all accessories	2	NO		
F	Chrome plated towel rail 650mm long with the rail and brackets as one piece , all as TWYFORDS or equal and approved	10	NO		
G	Concealed shower fitting consisting of 15mm chrome plated riser pipe to connect the concealed shower mixer for hot and cold water to the swivel/adjustable shower rose and chrome plated handles and stop corks. All to be as Bricon/Aztec or equal approved	3	NO		

MECHANICAL WORKS

H	Urinal in approved colour vitreous china comprising 3 No bowls c/w bowl support, 2 No. division, 7.5 litres automatic ceramic cistern ref CX8611WH and fittings including siphon ball valve, cistern supports and drip trap in brass, CP bottle trap, flush pipe and spreader with all connections. To be as TWYFORDS or approved equivalent	3	NO		
TOTAL CARRIED TO COLLECTION					

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
A	Toilet Roll Holder Toilet roll holder in vitreous china or BS3402 in white colour of size 165x165mm and recessed into wall. all as TWYFORDS or equal and approved	9	NO		
B	Toilet Brush And Holder Toilet brush and holder in vitreous china or equal and approved	9	NO		
C	Robe Hook Robe hook in Satin Aluminium to be mounted by concealed screws to wall wedges.	18	NO		
D	Mirrors 6mm thick polished plate glass, silver backed mirror with beveled edges, size 600x500mm plugged and screwed to wall with 4 No. chrome plated dome capped screws and 5mm foam back nest	10	NO		

MECHANICAL WORKS

E	500x450 mm Dhobi sink complete with 15mm dia. Bib tap and bottle trap.	4	NO		
TOTAL CARRIED TO COLLECTION					

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	INTERNAL PLUMBING Supply ,deliver and install polypropylene random (PPR) PN25 Oxy stable pipe work to DIN 8077.Pipe jointing shall be by polyfusion or use of electric coupling. Tenderer must allow for jointing, clippings, couplings, metal/plastic threaded adaptor where required for the connection of sanitary fixtures, valves, sockets, sliding and fixed joints, support raceways, isolating sheaths, elastic materials ,expansion arms and bends ,cross overs etc. where pipework is not chased proper anchoring using approved fixtures shall be done . PPR PIPE				

MECHANICAL WORKS

A	20mm diameter PPR pipe	40	LM		
B	15 mm diameter PPR pipe	80	LM		
	Extra over PPR pipework				
	Bend				
C	20mm dia PPR	16	NO		
D	Ditto 15mm	24	NO		
	Equal Tees				
E	20X20	12	NO		
	Reducers				
F	20X15mm	22	NO		
	Gate valves				
	Approved medium pressure screw down full way non-rising stem wedge gate valve to BS 1952 with wheel and head joints to tubing. To be as PEGLAR or equal approved				
G	20mm dia.	4	NO		
H	15mm angle valve	20	NO		
I	15mm bib taps	9	NO		
J	15mm dia.x300mm long flexible tubing	20	NO		
K	Allow for flushing and sterilization of the system	1	ITEM		
	TOTAL CARRIED TO COLLECTION				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
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MECHANICAL WORKS

	INTERNAL DRAINAGE				
	Supply and fix uPVC soil system to BS4660 and BS4515 and muPVC waste systems to BS5255 with screwed and socketed joints to BS21. Solvent welded joints shall be as per the systems manufacturers written instructions. Tenderers must allow in their pipe work prices for all the couplings, connectors, joints etc as required in the running lengths of the pipe work and where necessary for fixing clips, holder bats plugged and screwed . all drainage pipes to be as Key Terrain or equal approved. Allow for connections to the nearest manholes.				
	uPVC and muPVC pipework				
A	100mm heavy duty golden brown pipe class D	40	LM		
B	40mmditto	20	LM		
C	32mmditto	40	LM		
	Extra over Upvc and muPVC pipework				
	Bends				
D	100mm dia. Long radius bend	12	NO		
E	40mm dia.	8	NO		
F	32mm dia.	20	NO		
	Tees				
G	32mm dia. Tee and plug	10	NO		
	Access cap				
H	100mm dia.	9	NO		
I	40mm dia	2	NO		
J	100x50mm floor trap and grating	6	NO		
K	300x300mm masonry gully trap c/w m.s cover	6	NO		
L	100mm WC connector	9	NO		

MECHANICAL WORKS

M	750x600x1000mm deep average masonry man hole complete with medium duty CI man hole cover complete with frame	8	NO		
TOTAL TO COLLECTION					

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>Portable fire protection equipment.</u>				
	Supply delivery and installation of portable fire protection equipment:				
	Carbon dioxide gas fire extinguisher				
A	5kg carbon dioxide gas portable fire extinguisher complete with pressure gauge, initial charge and mounting brackets	4	NO		
	Dry chemical powder				
B	Automatic overhead 9kg dry chemical powder portable extinguisher complete with initial charge and mounting brackets	4	NO		
	Water/carbon dioxide gas fire extinguisher				
C	9 litres water/carbon dioxide gas portable fire extinguisher complete with pressure gauge, initial charge and mounting brackets	4	NO		
D	225mm diameter gong manual alarm bell	2	NO		

MECHANICAL WORKS

E	Plastic box first aid kits(fire fighting)complete with the following 20 individually wrapped sterile adhesive dressing(assorted sizes) 2 sterile eye pads. 4 individually wrapped triangular bandages 6 safety pins 6 medium sized individually wrapped sterile unmediated wound dressings(18cm x 18cm) (vi) 1 pair of disposal gloves.	4	PAIR		
TOTAL CARRIED TO COLLECTION					

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>BOREHOLE DRILLING</u>				
A	Allow for carrying out hydrological survey to confirm availability of sufficient underground water.		ITEM		
B	Drill a bore hole of 200mm diameter to sufficient water level (30-50) metres below ground level.	1	NO		
C	Supply and install 150mm diameter heavy gauge class D PVC casing.	40	LM		
	<u>BOREHOLE PUMP</u>				
D	Supply & fix Grundfos SP5A-12 1.5HP, 3-Phase water pump capable of discharging 7 cubic metres of water per hour against a total head of 50 metres including testing for two hours.	1	NO		

MECHANICAL WORKS

E	Supply and fix electronic pump controller as DRYTEK complete with drop cables, electrodes,isolator, under/over voltage and dry run protection and connection to existing power.				
	<u>FITTINGS</u>	1	NO		
F	Supply and fix all necessary piping and fittings including excavations and civil works from the borehole to the overhead tank, including a standard well cap.		ITEM		
G	10,000 litres capacity cold water storage tank. The tank to be assembled c/w cover and having screwed connections for inlet, outlet, overflow, drain pipes and any other necessary item for its proper functioning. The tank shall be as ROTO or equal and approved.	2	NO		
H	Float switch complete with associated wiring.	1	NO		
J	20mm diameter Pillar taps for water point	4	NO		
K	20mm diameter gate valve	1	NO		
L	PPR pipe work from borehole to elevated tank and to the tiollets	ITEM			
M	Allow for testing for at least four hours.	ITEM			
TOTAL CARRIED TO COLLECTION					

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
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MECHANICAL WORKS

<u>MECHANICAL WORKS SUMMARY PAGE</u>					
<u>COLLECTION</u>					
TOTAL FROM M/1					
TOTAL FROM M/2					
TOTAL FROM M/3					
TOTAL FROM M/4					
TOTAL FROM M/5					
TOTAL FROM M/6					

MECHANICAL WORKS

	TOTAL CARRIED TO MAIN SUMMARY PAGE				
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SECTION VIII - STANDARD FORMS

FORM OF TENDER

TENDER NO. CGM/PRO/T/008/2019-2020

PROPOSED CONSTRUCTION OF THE NEW CHANGAMWE MARKET

TO: _____ *[Name of Employer)* _____ *[Date]*

_____ *[Name of Contract]*

Dear Sir,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities for the execution of the above named Works, we, the undersigned offer to construct, install and complete such Works and remedy any defects therein for the sum of

Page **11** of **111**

CGM: Proposed Construction of the New Changamwe Market

MECHANICAL WORKS

Kshs. _____ [Amount in figures] Kenya
Shillings _____
_____ [Amount in words]

2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Project Manager's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Conditions of Contract.
3. We agree to abide by this tender until _____ [Insert date], and it shall remain binding upon us and may be accepted at any time before that date.
4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20 _____

Signature _____ in the capacity of _____

Duly authorized to sign tenders for and on behalf of
_____ [Name of Employer]
of _____ [Address of Employer]

Witness; Name _____

Address _____

Signature _____

Date _____

MECHANICAL WORKS

FORM OF TENDER SECURITY

PROPOSED CONSTRUCTION OF THE NEW CHANGAMWE MARKET

BY THIS SECURITY WE. (hereinafter called “The Tenderer”) and
.....
(Bank) whose registered office is at
.....(hereinafter called “the Surety”) are held and
firmly bound unto County Government of Mombasa (hereinafter called “the Employer”) in the
sum of Kenya Shillings one Hundred Thousand (KShs 100,000.00) for the payment of which sum
the Tenderer and Surety bind themselves, their successors and assigns jointly and severally by
these presents.

Sealed with our respective seals and dated thisday of 2016

WHEREAS

1. The county has invited the Tenderer and other persons to complete Tenders in similar terms for **PROPOSED CONSTRUCTION OF THE NEW CHANGAMWE MARKET** (hereinafter called “the Works”) and submit the same for consideration by the county.
2. The Tenderer proposes to submit to the county a Tender (hereinafter called “the Tender”) in accordance with such invitation and by the above written Security, to provide security for the due performance by him of the undertakings and obligations in the Tender on his part contained.

NOW THE CONDITIONS of the above-written Security are such that:

- (a) If the Tenderer withdraws his Tender during the period of validity specified in the Form of Tender; or,
- (b) If the Tenderer refuses to accept the correction of errors in his Tender; or,
- (c) If the Tenderer having been notified of the acceptance of his Tender by the county during the period of Tender validity;
 - i) Fails to execute the Contract Agreement
 - ii) Fails to furnish the Performance Security or Guarantee, in accordance with the Contract, within the time limits set in the Instructions to Tenderers,

We undertake to pay the county an amount not exceeding the sum stated above on receipt of its first written demand, without the county having to substantiate its demand.

This guarantee will remain in force up to and including thirty (30) calendar days after the period of Tender validity including any extensions thereof, and any demand in respect thereof should reach the Surety not later than the above stated date.

MECHANICAL WORKS

The common seal of(the Tenderer) was hereunto
affixed in the presence of:

Signature.....

Name.....

In the capacity of.....

The common seal of(the Surety) was
hereunto affixed in the presence of:

Signature.....

Name.....

In the capacity of.....

MECHANICAL WORKS
FORM OF PERFORMANCE SECURITY
(To be filled by successful Tenderer Only)

PROPOSED CONSTRUCTION OF THE NEW CHANGAMWE MARKET

TENDER NO.

TO: County Government of Mombasa

Dear Sir(s)

With reference to your Agreement with

For the **PROPOSED CONSTRUCTION OF THE NEW CHANGAMWE MARKET**
(**TENDER NO.** _____) dated and at their request we hereby
undertake to hold at your disposal the sum of up to KShs

.....
.....(in words) Only, which we shall pay to you without any
reference to, and in spite of any contestation by the said
Messrs.....

immediately on your demand being made to us in writing by ordinary or registered post or by
hand at our offices, stating that Messrs
.....have not fulfilled the terms and conditions
of their above mentioned contract and you claim payment under this Security. Any claim under
this Security should be received by us on or before theafter which
date our aforesaid Security shall cease and be of no effect and must be returned to us
Signed Sealed and Delivered by the said _____

In the presence of: _____

Date: _____

MECHANICAL WORKS

FORM OF CONTRACT AGREEMENT

**PROPOSED CONSTRUCTION OF THE NEW CHANGAMWE MARKET
TENDER NO.**

THIS AGREEMENT, made on this.....day of.....2016 between the **COUNTY GOVERNMENT OF MOMBASA** , a body corporate established under the County Government of Mombasa Act (Cap. 391) Laws of Kenya, P. O. Box , Mombasa, hereinafter called the “Employer” of the one part and _____, a limited liability company incorporated under the Companies Act (Cap.486) Laws of Kenya, P. O. Box _____, hereinafter called the “Contractor” of the other part.

WHEREAS, Tenders have been received by the Employer for the **PROPOSED
CONSTRUCTION OF THE NEW CHANGAMWE MARKET**

Tender No. _____ at the Mombasa County , including allied structures and remedying of any defects therein and the Tender of the Contractor for the said contract has been accepted by the Employer.

THEREFORE, for and in consideration of the promises, covenants, and agreements hereinafter contained and to be performed by the parties hereto, the said parties hereby covenant and agree as follows:-

1. In consideration of the covenants and agreements to be kept and performed by the Contractor and completion of the Works according to the Specifications and Conditions herein contained, the Employer shall pay and the Contractor shall receive and accept as full compensation for everything furnished and done by the Contractor under this Agreement, the Contract Price, (State Currency) _____, stipulated in the Letter of Acceptance, at the times and in the manner prescribed by the Conditions of Contract.
2. Said Works shall be started on the Commencement Date and the Contractor shall fully complete the Works within _____weeks.
3. In this Agreement, the words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
4. The following documents shall be deemed to form, and be read and construed, as part of this Agreement:
 - a) This Contract Agreement,
 - b) The Letter of Acceptance,
 - c) Form of Tender,

MECHANICAL WORKS

- d) Appendix to Tender,
- e) Performance Security,
- f) FIDIC Conditions of Contract For Construction First Edition 1999,
- g) Conditions of Particular Application
- h) Works Programme
- i) Bill of Quantities,
- j) Specifications,
- k) The Confidential Business Questionnaire,
- l) The Tender Questionnaire,
- m) The Declaration Form.

IN WITNESS WHEREOF, the Parties have hereto have executed this contract in four (4) counterparts, as of the day and year herein above set forth.

Signed By: _____)

)

For and on behalf of _____)

COUNTY GOVERNMENT OF MOMBASA)

)

In the presence of: - _____)

Name)

Designation)

Signature)

)

Signed By:)

For and on behalf of _____)

_____) **COUNTY SECRETARY**

Contractor)

In the presence of: - _____)

Name)

Designation)

Signature)

MECHANICAL WORKS

**CONFIDENTIAL BUSINESS QUESTIONNAIRE - MANDATORY
TENDER NO.**

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

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

Part 1 – General

Business Name

Location of business premises; Country/Town.....

Plot No..... Street/Road

Postal Address..... Tel No.....

Nature of Business.....

Current Trade Licence No..... Expiring date.....

Maximum value of business which you can handle at any time: (State Currency)
.....

Name of your bankers.....

Branch.....

Part 2 (a) – Sole Proprietor

Your name in full..... Age.....

Nationality..... Country of Origin.....

*Citizenship details

Part 2 (b) – Partnership

Give details of partners as follows:

Name in full	Nationality	Citizenship Details	Shares
1.....			

MECHANICAL WORKS

- 2.....
- 3.....

MECHANICAL WORKS

Part 2(c) – Registered Company:

Private or public.....

State the nominal and issued capital of the Company-

Nominal (State Currency)

Issued (State Currency)

Give details of all directors as follows:

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

1.
.....

2.
.....

3.
.....

4.
.....

Part 2(d) – Interest in the Firm:

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

I certify that the information given above is correct.

.....
(Title)

.....
(Signature)

.....
(Date)

MECHANICAL WORKS

MECHANICAL WORKS
DECLARATION FORM ON PARTICIPATION IN PUBLIC PROCUREMENT
(MANDATORY)

TENDER NO.

Date _____

To County Government of Mombasa

The tenderer i.e. (name and address) _____

declare the following:

1. Has not been debarred from participating in public procurement.
2. Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

Title	Signature	Date
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MECHANICAL WORKS

UNDERTAKING BY TENDERER ON ANTI – BRIBERY POLICY / CODE OF CONDUCT AND COMPLIANCE PROGRAMME

1. Each Tenderer must submit a statement, as part of the Tender documents, in the given format which must be signed personally by the Chief Executive Officer or other appropriate senior corporate officer of the Tendering company and, where relevant, of its subsidiary in the Kenya. If a Tender is submitted by a subsidiary, a statement to this effect will also be required of the parent company, signed by its Chief Executive Officer or other appropriate senior corporate officer.
2. Tenderers will also be required to submit similar No-bribery commitments from their subcontractors and consortium partners; the Tenderer may cover the subcontractors and consortium partners in its own statement, provided the Tenderer assumes full responsibility.
3.
 - a) Payment to agents and other third parties shall be limited to appropriate compensation for legitimate services.
 - b) Each Tenderer will make full disclosure in the Tender documentation of the beneficiaries and amounts of all payments made, or intended to be made, to agents or other third parties (including political parties or electoral candidates) relating to the Tender and, if successful, the implementation of the contract.
 - c) The successful Tenderer will also make full disclosure [quarterly or semi- annually] of all payments to agents and other third parties during the execution of the contract.
 - d) Upon completion of the performance of the contract, the successful Tenderer will formally certify that no bribes or other illicit commissions have been paid. The final accounting shall include brief details of the goods and services provided that they are sufficient to establish the legitimacy of the payments made.
 - e) Statements required according to subparagraphs (b) and (d) of this paragraph will have to be certified by the company's Chief Executive Officer, or other appropriate senior corporate officer.
4. Tenders which do not conform to these requirements shall not be considered.
5. If the successful Tenderer fails to comply with its No-bribery commitment, significant sanctions will apply. The sanctions may include all or any of the following:
 - a) Cancellation of the contract;
 - b) Liability for damages to the procuring entity and/or the unsuccessful competitors in the tendering process.
6. Tenderers shall make available, as part of their Tender, copies of their anti-Bribery Policy/Code of Conduct, if any, and of their general or project-specific Compliance Program.
7. The Government of Kenya has made special arrangements for adequate oversight of the procurement process and the execution of the contract, and has invited civil society and other competent Government

MECHANICAL WORKS

Departments to participate in the oversight. Those charged with the oversight responsibility will have full access to all documentation submitted by Tenderers for this contract, and to which in turn all Tenderers and other parties involved or affected by the project shall have full access (provided, however, that no proprietary information concerning a Tenderer may be disclosed to another Tenderer or to the public).

ANTI-CORRUPTION DECLARATION COMMITMENT/ PLEDGE

I/We/Messrs.....

of Street, Building, P O Box.....

.....

Contact/Phone/E mail.....

declare that Public Procurement is based on a free and fair competitive Tendering process which should not be open to abuse.

I/We

declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with

Tender name.....

Tender No

for or in the subsequent performance of the contract if I/We am/are successful.

Authorized Signature.....

MECHANICAL WORKS

Name and Title of Signatory.....

MECHANICAL WORKS

DETAILS OF SUB-CONTRACTORS

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

Failure to comply with this requirement may invalidate the tender.

(1) Portion of Works to be sublet:

.....

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

.....

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

.....

.....

(2) Portion of Works to sublet:

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

.....

.....

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

.....

MECHANICAL WORKS

[Signature of Tenderer)

Date

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

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

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

MECHANICAL WORKS

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

FORM RB 1

**REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical
address.....Fax No.....Tel. No.....Email, hereby request the Public Procurement
Administrative Review Board to review the whole/part of the above mentioned decision on the following
grounds , namely:-

- 1.
 - 2.
- etc.

MECHANICAL WORKS

By this memorandum, the Applicant requests the Board for an order/orders that: -

1.

2.

Etc

SIGNED (Applicant)

Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of

.....20.....

SIGNED

Board Secretary