

# REPUBLIC OF KENYA



## PROPOSED DRAINAGE WORKS AND FENCING TO NYAMAGESA DISPENSARY- KIAMOKAMA WARD

KISII COUNTY

KCG/WPHS/0052/2016-2017

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### BILLS OF QUANTITIES

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PREPARED BY:  
COUNTY QUANTITY SURVEYOR  
MINISTRY OF PUBLIC WORKS  
P.O. BOX 6  
KISII

KISII COUNTY GOVERNMENT  
COUNTY WORKS OFFICER  
Roads, Public Works & Transport

ISSUED BY: 16 FEB 2017  
COUNTY WORKS OFFICER  
MINISTRY OF PUBLIC WORKS  
P.O. BOX 6  
KISII



15 FEB 2017  


FEB : 2017

Approved  


KISII COUNTY GOVERNMENT  
COUNTY WORKS OFFICER  
ROADS, PUBLIC WORKS & TRANSPORT

16 FEB 2017

Signature  
P.O. Box 4550 40200, KISII

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# KISII COUNTY GOVERNMENT



Supplied as part of the Contract for **the above works**

.The contract for the above-mentioned works entered into this ..... day of ..... 2014. by the undersigned refers to these Bills of Quantities and the Department of Public Works General Specification dated March, 1976 (together with any amendments issued thereto) shall be read and construed as part of the said contract.

.....  
**C O N T R A C T O R**

.....  
**C L I E N T**

Date: .....

Date: .....

## **SPECIAL NOTES**

The Contractor is required to check the numbers of the pages of these Bills of Quantities and should he find any missing or in duplicate or figures indistinct he must inform the County Works Office, Kisii at once and have the same rectified.

Should the Contractor be in doubt about the precise meaning of any item or figure for any reason whatsoever, he must inform the County Quantity Surveyor, Department of Public Works, Kisii in order that the correct meaning may be decided before the date for submission of tenders.

No liability will be admitted nor claim allowed in respect of errors in the Contractor's Tender due to mistakes in the Specifications which should have been rectified in the manner described above.

## **SIGNATURE PAGE AND NOTES**

## PREAMBLES AND PRICING NOTES

### A. GENERALLY

All work to be carried out in accordance with the Ministry of Roads, Public Works and Housing General Specifications for Building Works issued in 1976 or as qualified or amended.

### B. MANUFACTURERS' NAMES

Where manufacturers' names and catalogue references are given for guidance to quality and standard only, alternative manufacturer of equal quality will be accepted at the discretion of the Project Manager.

### C. WALLING

All precast concrete blocks shall be manufactured by the methods and to the sizes specified in the Ministry of Roads, Public Works and Housing "Specification for Metric Sized Concrete Blocks for Building (1972)"

Walling of 100 mm thickness or under shall be reinforced with hoop iron every alternate course.

Prices for walling must allow for all costs in preparing, packing and sending sample blocks for testing as and when required by the Project Manager.

### D. CARPENTRY

The grading rules for cypress shall be the same as for podocarpus and all timber used for structural work shall be select (second grade).

All structural timber must conform to the minimum requirements for moisture content and preservative treatment and timber prices must allow for preparing, packing and sending samples for testing when required.

Prices must also include for all nails and fasteners.

### A. JOINERY

Cypress for joinery shall be second grade in accordance with the latest grading rules of the Kenya Government.

Where Mahogany is specified, this refers to prime grade only. The Contractor may with the approval of the Project Manager, use either Msharagi or Mvuli in lieu of Mahogany but such approval will be given only in the case of shortages of the hardwoods specified.

Plugging shall be carried out by drilling walling or concrete with masonry drill and filling with propriety plugs of the correct sizes. Cutting with hammer and chisel will not be allowed.

Prices for joinery must include for pencil rounded arises, protection against damage, nails, screws, framing and bedding in cement mortar as required.

Sizes given for joinery items are nominal sizes and exact dimensions of doors, etc, must be ascertained on site.

## **B. IRONMONGERY**

Ironmongery shall be as specified in the Bills of Quantities or equal and approved.

Prices must include for removing and re-fixing during and after painting, labeling all keys, and for fixing to hardwood, softwood, concrete or blockwork.

Catalogue references given for ironmongery are for purposes of indicating quality and size of item(s). Should the Contractor wish to substitute the specified item(s) with others of equal quality, he must inform the Project Manager and obtain approval in writing.

## **A. STRUCTURAL STEELWORK**

- a. All structural steelwork shall comply with the Ministry of Roads, Public Works and Housing "Structural Steelwork Specification (1973) and shall be executed by an approved Sub-contractor.

## **B. PLASTERWORK AND OTHER FINISHES**

- a. All finishings shall be as described in the general specifications and in these Bills of Quantities.
- b. Prices for pavings are to include for brushing concrete clean, wetting and coating with cement and sand grout 1:1.
- c. Rates for glazed wall tiling are to include for a 12 mm cement and sand (1:4) backing screed unless otherwise specified in these Bills of Quantities.

### C. GLAZING

- a. Where polished plate glass is specified, this refers to general glazing quality.
- b. Prices for glazing shall include for priming of rebates before placing putty.
- c. The Contractor will be responsible for replacing any broken or scratched glass and handing over in perfect condition.

### D. PAINTING

- a. All paint shall be 1<sup>st</sup> quality "Crown" or other equal and approved
- b. Painting shall be applied in accordance with the manufacturers' instructions.

Prices for painting are to include for scaffolding, preparatory work, priming coats, protection of other works and for cleaning up on completion. Prices for painting on galvanized metal are to include for morda

**FORM OF TENDER**

TO: \_\_\_\_\_[Name of Employer] \_\_\_\_\_[Date]  
\_\_\_\_\_ [Name of Contract]

Dear Sir,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities/Schedule of Rates for the execution of the above named Works, we, the undersigned offer to construct, install and complete such Works and remedy any defects therein for the sum of Kshs. \_\_\_\_\_ [Amount in figures] Kenya Shillings \_\_\_\_\_ [Amount in words]
2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Employer's Representative'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 Tenderer] of  
\_\_\_\_\_ [Address of Tenderer]

Witness; Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

*(Amend accordingly if provided by Insurance Company)*

## FORM OF AGREEMENT

THIS AGREEMENT, made the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ between \_\_\_\_\_ of or whose registered office is situated at] \_\_\_\_\_ (hereinafter called “the Employer”) of the one part AND \_\_\_\_\_ of [or whose registered office is situated at] \_\_\_\_\_ (hereinafter called “the Contractor”) of the other part.

WHEREAS THE Employer is desirous that the Contractor executes

\_\_\_\_\_ (*name and identification number of Contract* ) (hereinafter called “the Works”) located at \_\_\_\_\_ [*Place/location of the Works*] and the Employer has accepted the tender submitted by the Contractor for the execution and completion of such Works and the remedying of any defects therein for the Contract Price of Kshs \_\_\_\_\_ [*Amount in figures*], Kenya Shillings \_\_\_\_\_ [*Amount in words*].

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and shall be read and construed as part of this Agreement i.e.
  - (i) Letter of Acceptance
  - (ii) Form of Tender
  - (iii) Conditions of Contract Part I
  - (iv) Conditions of Contract Part II and Appendix to Conditions of Contract
  - (v) Specifications
  - (vi) Drawings
  - (vii) Priced Bills of Quantities/Priced Schedule of Rates [whichever is applicable]
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.



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

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

The common Seal of \_\_\_\_\_

Was hereunto affixed in the presence of \_\_\_\_\_

Signed Sealed, and Delivered by the said \_\_\_\_\_

Binding Signature of Employer \_\_\_\_\_

Binding Signature of Contractor \_\_\_\_\_

In the presence of (i) Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

[ii] Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

**PROPOSED CHAIN LINK FENCE AND DRAINAGE TO NYAMAGESA DISPENSARY, KIAMOKAMA WARD**

Item	Description	QTY	UNIT	RATE	AMOUNT
A	<p><b>PRELIMINARIES AND CONDITIONS</b></p> <p><b><u>PRELIMINARIES PARTICULARS</u></b>                      In this contract (as hereinafter defined) the following word(s) and expressions shall have the meaning hereby assigned to them except where the content otherwise requires:-</p> <p><b><u>The “Employer”:</u></b>  <b>KISII COUNTY GOVERNMENT</b>  <b>P. O. Box 4550-40200</b></p>				
B	<p><b><u>Architect</u></b>  <b>COUNTY WORKS OFFICER</b>  <b>P.O. Box 6 - 40200</b>  <b>Kisii</b></p>				
C	<p><b><u>Quantity Surveyor</u></b>  <b>COUNTY QUANTITY SURVEYOR</b>  <b>P.O. Box 6-40200</b>  <b>Kisii</b></p>				
D					
E					
Carried to Collection					

**PROPOSED CHAIN LINK FENCE AND DRAINAGE TO NYAMAGESA DISPENSARY, KIAMOKAMA WARD**

Item	Description	QTY	UNIT	RATE	AMOUNT
A	<p><u>Description of site</u>  <b>The site is located at</b>            .....</p>				
B	<p><u>Materials excavated from the site</u>            These will be the property of the Employer and may be incorporated in the works with the permission of the Architect. Disposal of surplus excavated material has been measured in the Bills and should the Project Manager permit the incorporation of such materials in the works or otherwise direct as to their disposal then an adjustment will be made to the Contract sum.</p>				
C	<p><u>Visiting the site</u>            The Contractor is advised to visit the site to establish accessibility, in the nature of the ground and the circumstances in which the works will be executed as no claims on the grounds of want of knowledge will be entertained.</p>				
D	<p><u>Working Space</u>            The extent of working space available to the contractor will be the entire site boundaries as shown on the site layout plan or otherwise directed, plant, temporary buildings, spoil heaps, etc shall not be erected or placed beyond this area. The Contractor shall be solely responsible should there be any defaults in this respect.</p>				
Carried to Collection					

**PROPOSED CHAIN LINK FENCE AND DRAINAGE TO NYAMAGESA DISPENSARY, KIAMOKAMA WARD**

Item	Description	QTY	UNIT	RATE	AMOUNT
E	<p><u>General description of the works</u></p> <p>The works comprise the removal of existing roofing sheets, preparing columns and extending the entire tuition block by one floor. The addition classroom space will have a total plinth area of about 1040 square metres. The framework will be in class 20/20mm concrete with hollow pot suspended slab screeded and finished in terrazzo. The walling shall be in machine cut structural stone plastered and painted. Accoustic ceilings shall be in 12mm thick chip board nailed to timber brandering and furnished with timber cornices twice coved. The roof shall be in Decra stone coated roofing toles laid on steel roof trusses.</p>				
F	<p><u>Drawings</u></p> <p>The drawings used in the preparation of these Specifications are as listed in Appendices at the end hereof. The said drawings and other documents which form part of this contract are enclosed together with these Bills of Quantities.</p>				
A	<p><b>Form of Contract</b></p> <p>The Form of Contract shall be the Joint Council Form (1999 edition) issued by the Architectural Association of kenya included herein</p> <p>The Conditions of Contract are also included herein</p>				
B	<p>The Contractor shall find and submit on the Form of Tender an approved bank and who will be willing to be bound to the Employer, in an amount equal to ..... of the Contract amount for the due performances of the Contract</p>				
Carried to Collection					

**PROPOSED CHAIN LINK FENCE AND DRAINAGE TO NYAMAGESA DISPENSARY, KIAMOKAMA WARD**

Item	Description	QTY	UNIT	RATE	AMOUNT
C	<p><u>Sufficiency of Tender</u></p> <p>The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his Tender for the works and of the rates and prices stated in the priced Bills of Quantities, which rates and prices shall cover all his obligations under the contract and all his obligations under the contract and all matters that are necessary for the proper completion and maintenance of the works.</p>				
D	<p><u>Stamp Charges</u></p> <p>The Contractor shall allow for the payment of all stamp charges in connection with the Contract Agreement</p>				
E	<p><u>Definitions and Abbreviations</u></p> <p>Terms used in these Bills of Quantities shall be interpreted as follows:-</p> <p>“Approved” shall mean <i>approved by the Architect.</i></p> <p>“As directed” shall mean <i>as directed by the Architect.</i></p> <p>“B.S.” shall mean the <i>Current British Standard Specification</i> published by the British Standards Institution, 2 PaAP Street, London, and W.I., England.</p> <p>“C.M.” shall mean <i>Cubic Metre</i></p> <p>“S.M.” shall mean <i>Square Metre</i></p> <p>“L.M.” shall mean <i>Linear Metre</i></p> <p>“mm” shall mean <i>millimetre</i></p> <p>“No.” shall mean <i>Number</i></p> <p>“Kg.” shall mean <i>Kilogramme</i></p> <p>“Do” or “Ditto” shall mean <i>the whole of the preceding description except as qualified in the description in which it occurs.</i></p>				
Carried to Collection					

**PROPOSED CHAIN LINK FENCE AND DRAINAGE TO NYAMAGESA DISPENSARY, KIAMOKAMA WARD**

Item	Description	QTY	UNIT	RATE	AMOUNT
A	<p>“As described” shall mean <i>as described previously in a foregoing Bills, Preambles, l or in the Public Works, General Specification for Building Works 1976 Edition or any subsequent revision thereof.</i></p>				
B	<p><b><u>Progress Schedule</u></b>                      The Contractor shall, upon receiving instructions to proceed with eth works, draw up a Time and Progress Schedule to which the works are to be carried out and stating the appropriate dates. This Time and Progress Schedule is to be agreed with the Architect and no deviation from the order set out in this Schedule will be permitted without the written consent of the Architect. The Main Contractor will be responsible for agreeing the above programme with all Sub-Contractors including the Nominated Sub-Contractors and Nominated Suppliers.</p>				
C	<p><b><u>Figured Dimensions:</u></b>                      Figured dimensions are to be followed in preference to dimensions scaled from drawings, but whenever possible dimensions are to be taken on the site or from the buildings. Before Sub-Contractors or specialist firms commence any works, dimensions must be checked on the site and/or building and agreed with the Contractor, irrespective of the comparable dimensions shown on the drawings. The Contractor shall be responsible for the accuracy of such dimensions.</p>				
D	<p><b><u>Provisional Works</u></b>                      All “Provisional” and other works liable to adjustment under this contract shall be left uncovered for a reasonable time to allow all measurements needed for such adjustment to be taken by the Quantity Surveyor. Immediately the works is ready for measurement the Contractor shall give notice to the Quantity Surveyor.</p>				
Carried to Collection					

**PROPOSED CHAIN LINK FENCE AND DRAINAGE TO NYAMAGESA DISPENSARY, KIAMOKAMA WARD**

Item	Description	QTY	UNIT	RATE	AMOUNT
E	<p>If the Contractor makes default in this respect he shall, if the Architect so directs, uncover the works at his own expense to enable measurements to be taken.</p>				
F	<p><u>Lighting and Power</u>                      The Contractor shall provide all artificial lighting and power for use on the works, including all temporary supply and connections, wiring, fittings, etc., and clear away on completion. The Contractor shall pay all fees and obtain all permits in connection therewith. For lighting and power for Nominated Sub-Contractors and Specialist, see Item ...</p>				
A	<p><u>Water</u>                      The Contractor shall provide at his own risk and cost all water for use in connection with the works, make arrangements with the Local Authority for the installation of a separate meter for all water used by him throughout the contract and pay all costs and fees in connection therewith. He shall also provide temporary storage tanks and tubing, etc, as he may consider necessary and clear away at completion.</p> <p>All water shall be fresh, clean and pure, free from earthly, vegetable or organic matter, acid or alkaline substance in solution or suspension.</p>				
Carried to Collection					

**PROPOSED CHAIN LINK FENCE AND DRAINAGE TO NYAMAGESA DISPENSARY, KIAMOKAMA WARD**

Item	Description	QTY	UNIT	RATE	AMOUNT
B	<p><u>Existing Services</u></p> <p>Prior to commencement of any works the Contractor is to ascertain from the relevant authorities the exact position, depth and level of existing electric cables, water pipes or other services in the area and he shall make whatever provisions may be required by the authorities concerned for the support and protection of such services. Any damage or disturbance caused to any service shall be reported immediately to the Architect and the relevant authority and shall be made good to their satisfaction at the Contractor's expense.</p>				
C	<p>The Contractor must make himself fully acquainted with current Acts and Regulations, including Police Regulations regarding all such regulations and/or restrictions which may affect the organization of the works, supply and control of labour, etc., and allow accordingly in his tender. No claim in respect of want of knowledge in this connection will be entertained.</p> <p><u>Particular attention is drawn to the Rules published in Legal Notice 179, dated 2<sup>nd</sup> June, 1978 (Building Operations and Works of Engineering Construction)</u></p>				
D	<p><u>Security of Works, etc.</u></p> <p>The Contractor shall be entirely responsible for the security of all the works, stores, materials, plant, personnel, etc., both his own and Sub-Contractor's and must provide all necessary watching, lighting and other precautions as necessary to ensure security against theft, loss or damage and the protection of the public. Hoarding may be required on site.</p>				
Carried to Collection					



**PROPOSED CHAIN LINK FENCE AND DRAINAGE TO NYAMAGESA DISPENSARY, KIAMOKAMA WARD**

Item	Description	QTY	UNIT	RATE	AMOUNT
A	<p><b><u>Working Hours</u></b> The working hours shall be those generally works by good employers in the Building and Civil Engineering trades in Kenya. No works shall be carried out at night or on <b>gazetted holidays</b> unless the Contractor shall so direct.</p>				
B	<p><b><u>Firm Price Contract</u></b> Unless otherwise specifically stated, this is a fixed rate contract and that no claim for increased costs will be entertained except only increased costs arising from fluctuation clause as defined in Clause 34.0 of the Condition of Contract.</p>				
C	<p><b><u>Operation of Fluctuations Clauses</u></b> The operation of the fluctuations clauses shall be generally in accordance with the practice Notes issued by the joint Building Council, except that the Tender Documents will not include the list of basic prices but only a reference thereto, and where clause numbers are quoted, they will be deemed to be the relevant clauses in the <b>Agreement and Schedule of Contracts for Building Works</b> applicable where quantities form part of the Contract.</p>				
D	<p><b><u>Materials and Workmanship</u></b> All materials shall be new unless otherwise directed or permitted by the Architect and in all cases where the quality of goods or materials is not described or otherwise specified is to be the best quality obtainable in the ordinary meaning of the word “best” and not merely a trade signification of that word.</p>				
E	<p>The Contractor shall order all materials to be obtained from overseas immediately after the Contract is signed and shall also order materials to be obtained from local sources as early as necessary to ensure that such materials are on site when required for use in the works.</p>				
<b>Carried to Collection</b>					

**PROPOSED CHAIN LINK FENCE AND DRAINAGE TO NYAMAGESA DISPENSARY, KIAMOKAMA WARD**

Item	Description	QTY	UNIT	RATE	AMOUNT
F	<p>The Contractor shall be responsible for and shall replace or make good at his own expense any materials lost or damaged.</p> <p>The works throughout shall be executed by skilled workmen well versed in their respective trades.</p> <p>The Bills of Quantities shall not be used for the purpose of ordering materials.</p>				
	<p><b><u>Rejected Workmanship or Materials</u></b></p> <p>A Any workmanship or materials not complying with the specific requirements or approved samples or which have been damaged, contaminated or have deteriorated, must be immediately removed from the Site and replaced at the Contractor's expense, as required.</p>				
	<p><b><u>Proprietary Materials</u></b></p> <p>B Where proprietary materials are specified hereinafter the Contractor may propose the use of materials of other manufacture but of equal quality for approval by the Architect.</p>				
	<p>C All materials and goods, where specified to be obtained from a particular manufacturer or supplier, are to be used or fixed strictly in accordance with their instructions.</p>				
	<p><b><u>Regulations and Standards</u></b></p> <p>D The Contract equipment, materials and works shall comply with the current editions or the following:-</p> <p>(a) The Kenya Bureau of Standards and Government Regulations.</p> <p>(b) British Standards and Codes of Practices, DIN Standards or equivalent.</p>				
<b>Carried to Collection</b>					

**PROPOSED CHAIN LINK FENCE AND DRAINAGE TO NYAMAGESA DISPENSARY, KIAMOKAMA WARD**

Item	Description	QTY	UNIT	RATE	AMOUNT
	<p>(c) Kenya Ministry of Public Works General Specification for Building Works (1976 Edition) together with any amendments thereto, copies can be purchased from Kenya Ministry of Public Works - KBRC</p> <p>(d) Local council By-Laws</p> <p>(e) The Electricity Supply Authority By-Laws (KP&amp;LC.)</p> <p><b><u>Materials and Workmanship</u></b></p> <p>E All materials and workmanship used in the execution of the works shall be of the best quality and description unless otherwise described.</p> <p>F The contractor shall order all materials to be from overseas immediately after the contract is signed and shall order materials to be obtained from local sources as early as necessary to ensure that they are on site when required for use in the works. The bills of Quantities shall not be used for the purpose of ordering materials.</p> <p><b><u>Sign for Materials Supplied</u></b></p> <p>A The contractor will be required to sign a receipt for all articles and materials supplied by the Employer at the time of taking delivery thereof, as having received them in good order and condition, and will thereafter be responsible for any loss or damage and for replacements of any such loss or damage with article and /or materials which will be supplied by the Employer at current market prices including Customs Duty, all at the Contractors own cost and expense, to the satisfaction of the Architect and Employer.</p>				
<b>Carried to Collection</b>					

**PROPOSED CHAIN LINK FENCE AND DRAINAGE TO NYAMAGESA DISPENSARY, KIAMOKAMA WARD**

Item	Description	QTY	UNIT	RATE	AMOUNT
B	<p><u>Storage of Materials</u></p> <p>The contractor shall provide at his own where on the site weather pool lock-up sheds for the safe storage and custody of materials for the works and for the use of works engaged thereon and shall remove such sheds and make good damaged or disturbed surface upon completion to the satisfaction of the Architect.</p>				
C	<p>The Contractor shall also provide at his own cost lockable facilities for the sole use of nominated sub-contractors.</p>				
D	<p>No materials shall be stored or stacked on suspended slabs without the prior approval of Architect.</p>				
	<p><u>Government Acts Regarding Workpeople, etc</u></p>				
E	<p>Allow for complying with all Government Acts, orders and Regulations in connection with employment of labour and other matters related to the execution of the works in particular the Contractors attention is drawn to the Factory Act 1950 and his tender must include for all the cost arising or resulting from compliance with any act, order or Regulation relating from compliance, pensions and Holidays for works people or to the safety, health or welfare of works people.</p>				
	<p>Carried to Collection</p>				

**PROPOSED CHAIN LINK FENCE AND DRAINAGE TO NYAMAGESA DISPENSARY, KIAMOKAMA WARD**

Item	Description	QTY	UNIT	RATE	AMOUNT
A	<p><u>Government Act Regarding Works people</u></p> <p>The Contractor must make himself fully acquired with current Acts and Regulations, including Police Regulations regarding the movement, housing security and control of labour camps passed for transport, etc. It is most important that the Contractor, before tendering shall obtain from relevant authority the fullest information regarding all such regulations and/or restrictions which may affect the organization of the works, supply and control of labour, and allow according in his tender. No claim in respect of want of knowledge in this connection will be entertained.</p>				
B	<p><u>Security of Works</u></p> <p>The Contractors shall be entirely responsible for the security of all the works, stores, materials, plant personnel etc. both his own and Sub-Contractors and shall provide all necessary watching, lighting, boarding and other precautions as necessary to ensure the security and the protection of the public.</p>				
C	<p><u>Working Hours</u></p> <p>The working hours shall be those generally worked by good employers in the Building and Civil Engineering Trades in Kenya. No work shall be covered up nor any concreting be carried out in the absence of the Clerk of Works without the prior approval of the Engineering in writing.</p>				
	Carried to Collection				

**PROPOSED CHAIN LINK FENCE AND DRAINAGE TO NYAMAGESA DISPENSARY, KIAMOKAMA WARD**

Item	Description	QTY	UNIT	RATE	AMOUNT
	<p><u>Samples and Test Cubes</u></p> <p>A The Contractor shall furnish at his own cost any samples of materials or workmanship including concrete test cubes required for the works that may be called for by Architect for his approval or rejection and any further samples in case of rejection until such samples are approved by the Architect and other Architect may reject any materials or workmanship not in this opinion up to the approved samples. The Architect shall arrange for the testing of such material as he may at his discretion deem desirable, but the testing shall be made at the expense of the Architect not at the expense of the contractor unless the materials fail to pass the test or are in the opinion not in accordance with the specification, in either case the contractor shall pay for testing accordance with the current scales of testing charges laid down by the Ministry of Public Works.</p> <p>B The procedure for submitting samples of materials for testing and the method of making for identification shall be as laid down by the Architect.</p> <p><u>Materials, Tools, Plant etc</u></p> <p>C All materials workmanship used in the execution of the works shall be the best quality and description unless otherwise described. Any materials for the works condemned by the Architect shall immediately be removed from the sit at the contractor's expense.</p>				
	Carried to Collection				

**PROPOSED CHAIN LINK FENCE AND DRAINAGE TO NYAMAGESA DISPENSARY, KIAMOKAMA WARD**

Item	Description	QTY	UNIT	RATE	AMOUNT
D	<p>The contractor shall be responsible for the provision of all materials scaffolding, tools, plant, transport and workmen required for the works except as may be stated otherwise herein and he shall allow for the provision of the fore going except for such items specially and only requires for the use of Nominated Sub-Contractor as described herein.</p> <p>No timber for scaffolding, formwork or similar purposes shall be used afterwards in the permanent work.</p> <p><u>Contractors Superintendence</u></p>				
A	<p>The contractors shall constantly keep on the works a literate English speaking agent or representative competent and experienced in the kind of works involved, who shall give his whole time to the superintendence of the works. Such agent or representative shall receive on behalf of the contractor directions and instructions from the Architect and such directions shall be deemed to the given to the contractors in accordance with the conditions of contract.</p>				
B	<p><u>Method of Measurement</u></p> <p>Special attention is directed to the fact that “METRIC UNITS” have been used in these Bills of Quantities.</p>				
C	<p>However the principle of measurement adopted for these Bills of Quantities is that advocated by the Standard Method of Measurement of Building Works (SMM) for East Africa Edition metric, April, 1991 published by the Architectural Association of Kenya Chapter of Quantity Surveyors which is available for inspection at the offices of the Quantity Surveyors for all the Building and related Civil Works.</p>				
	Carried to Collection				

**PROPOSED CHAIN LINK FENCE AND DRAINAGE TO NYAMAGESA DISPENSARY, KIAMOKAMA WARD**

Item	Description	QTY	UNIT	RATE	AMOUNT
	<p>The rates set down by the contractor against each item in these Specification of works shall, unless otherwise expressly provided to the contrary, or unless there is a separate item for extra labour, cutting or waste be held to include for waste on materials, carriage and cartage, carrying in and return of empties, hoisting, setting, fitting and fixing in position, making and all the other labour an everything else necessary for the proper completion of each items and for shall include for consequent waste.</p> <p><u>Exceptions to the Standard method or Measurement</u></p> <p>A The exceptions to the standards method of measurement are as follows:  <u>(a) Clause B 19 (b) of the standard method measurement is deleted and the following clause is substituted:-</u>  Attendance on nominated Sub-Contractors shall be given as an item in each case and shall be deemed to include allowing use of standing scaffolding, mass rooms, sanitary accommodation and welfare facilities; providing space for office accommodation and for storage of plant and materials, providing light and water for facilities for storage (as specified under “storage of materials”) hoisting providing water and power (as specified under “water and electricity supply for the works”) and removing and replacing duct covers casings and the like necessary for the execution and testing of sub contractors works, providing templates dimensions and supervision for the proper carrying out of the Sub-Contractors works and being responsible for the accuracy of the same.</p>				
	Carried to Collection				



**PROPOSED CHAIN LINK FENCE AND DRAINAGE TO NYAMAGESA DISPENSARY, KIAMOKAMA WARD**

Item	Description	QTY	UNIT	RATE	AMOUNT
	<p>b) <u>Clause D 18 (a) and (b) of the standard method of measurement are deleted and the following is substituted:-</u>                      Keeping excavations free from all water including spring and running water shall be given as an item, or alternatively shall be given in the description of excavation.</p> <p>c) <u>Clause D 19 of the standard method of measurement.</u> The last sentence which reads “and shall be given as an item or shall be included in the description of excavation: shall be deleted and the following substituted; “ and shall be included in the description of all items of excavations”.</p> <p><u>Keep Site Clean</u></p> <p>B Great care must be taken to keep the site free from debris and in a clean condition.</p> <p><u>Provisional Sums</u></p> <p><u>Adjustment of P.C. Sums</u></p> <p>C In the final account all P.C sums shall be deducted and the amount properly expanded upon the architects order in respect of each of them to the contract sum.</p>				
	Carried to Collection				

**PROPOSED CHAIN LINK FENCE AND DRAINAGE TO NYAMAGESA DISPENSARY, KIAMOKAMA WARD**

Item	Description	QTY	UNIT	RATE	AMOUNT
A	The Contractor shall produce to the Architect such quotations, invoices or bills properly received, as may be necessary to show the actual details of the sum paid by the contractor.				
B	Items of profit upon P.C Sums shall be adjusted in final accounts prorata to the amount paid.				
C	Items of “attendance“ and “special attendance” following P.C Sums shall be adjusted prorata to the physical extent of the works executed (not pro rata to the amount paid) and this shall apply even though the contractors priced Bills show a percentage in the rate column in respect of them.				
D	Should the contractor be permitted to tender and his tender be accepted for any works for which a P.C Sums is included in these Bills of Quantities, profit and attendance will be allowed at the same rate as it would be if works were executed by a Nominated Sub-Contractor.				
E	<p><u>Adjust of provisional Sums</u></p> <p>In final account all provisional sums shall deducted and the value of the works properly executed in respect of them upon the Architects order added to the contract sum. Such works shall be valued as described for variations in Clause II of the conditions of contracts, but should any part of the works be executed by a Nominated Sub-Contractor, or any articles for the work be supplied by a Nominated Sub-Contractor, or any articles for the work be supplied by a Nominated Supplier, the value of such work or articles shall be treated as P.C Sums and profit and attendance comparable to that contained in the Bills for Quantities for similar items added.</p>				
	<b>Carried to Collection</b>	-			

**PROPOSED CHAIN LINK FENCE AND DRAINAGE TO NYAMAGESA DISPENSARY, KIAMOKAMA WARD**

Item	Description	QTY	UNIT	RATE	AMOUNT
F	<p><u>Nominated Sub-Contractors</u></p> <p>When any work is ordered by the Architect to be executed by nominated Sub-Contractors, the contractor shall enter into Sub- contracts as described in Clause 27 of the conditions of contract an shall thereafter be responsible for such sub-contractors in every respect.</p>				
G	<p>Unless otherwise described the contractor is to provide for such sub- contractors any or all of the facilities described in these preliminaries.</p>				
H	<p>The contractor should price for these with the nominated sub-contractors work concerned in the P.C Sums under the description “Add for attendance”.</p>				
A	<p><u>Attendance Upon Other tradesmen etc</u></p> <p>The contractor shall allow for the attendance of trade upon trade upon trade and shall afford any tradesmen or other persons employed for the execution for any work not included in this contract facility for carrying out their work and also for the use of his ordinary scaffolding. The contractor, however, shall not be required to erect any special scaffolding for them.</p>				
B	<p>The contractor shall perform such cutting away for and making good after the work of such tradesman or persons as may be ordered by the Architect and the work will be measured and paid for to the extent at rates provided in these Bills.</p>				
C	<p><u>Hoarding</u></p> <p>The contractor shall provide and erect a temporary hoarding, with gate, access doors and fastenings, for the proper execution of the works for the protection of the public and occupants of the adjoining premise for meeting the requirements of any local or other authority.</p>				
	<p><b>Carried to Collection</b></p>	-			

**PROPOSED CHAIN LINK FENCE AND DRAINAGE TO NYAMAGESA DISPENSARY, KIAMOKAMA WARD**

Item	Description	QTY	UNIT	RATE	AMOUNT
D	<p><u>Insurance</u> The contractor shall insure as required in Clauses 11.0, 12.0, 13.0,14.0, and 15.0 of the conditions of contract. No payment on account of the week executed will be made to the contractor until he has satisfied the Architect either by production of an Insurance Policy or an Insurance Certificate that the provisions of the foregoing Insurance clause have been complied within all respects.</p>				
E	<p><u>Alterations to Specifications rates and , pricing etc</u> Any unauthorized alteration or qualification made to the next of the Bills of quantities may cause the tender to be disqualified and will in any case in be ignored.</p> <p>The contractor shall be deemed to have made allowance in his priced generally to cover any against which no price has been inserted in the schedule of rates or any item within these specifications.</p>				
F	<p>All items of measurement works shall be prices in detail and tenders containing lump sums to cover trades or groups of works must be broken down to show the price of each item before they will be accepted. Lump sums to cover any item of preliminaries shall be likewise broken if so required.</p>				
A	<p><u>Blasting Operations</u> Blasting will only be allowed with the express permission of the Architect in writing.</p>				
B	<p>All blustering operations shall be carried out at the contractors sole risk and cost in accordance with any government regulations in force for the time being and any special regulations laid down by the architect governing the use and storage of explosive.</p>				
	<p><b>Carried to Collection</b></p>	-			

**PROPOSED CHAIN LINK FENCE AND DRAINAGE TO NYAMAGESA DISPENSARY, KIAMOKAMA WARD**

Item	Description	QTY	UNIT	RATE	AMOUNT
C	<p><u>Noise</u></p> <p>The use of noisy mechanical equipment shall be kept to a minimum and all possible steps shall be taken to suppress or baffle the noise from such equipment. The use of portable radios on site shall be prohibited. The contractor shall deal with any complaints which may arise from occupants of nearby building by making such arrangements as may be necessary including suspending the works in whole or part and bearing all costs arising there from.</p>				
D	<p><u>Materials Arising from Excavations</u></p> <p>Materials of any kind obtained from the excavations shall be the property of the Employer. Unless the Architect directs otherwise such materials shall be dealt with as provided in the Contract. Such materials shall only be used in the works, on substitution of materials which the Contractor would otherwise have had to supply with the written permission of the Architect. Should such permission be given the contractor shall make due allowance for the value of the materials so used at a price to be agreed.</p>				
	Carried to Collection	-			

**PROPOSED CHAIN LINK FENCE AND DRAINAGE TO NYAMAGESA DISPENSARY, KIAMOKAMA WARD**

Item	Description	QTY	UNIT	RATE	AMOUNT
A	<p><b><u>Protection of the Works</u></b>                      Provide protection for the whole of the works contained in the Bills of Quantities including casing up, covering or such other means as may be necessary to avoid damage to the satisfaction of the Architect and remove such protection when no longer required and make good any such may nevertheless have been done at completion free of cost to the Employer.</p>				
B	<p><b><u>Training Levy</u></b>                      The Contractor' s attention is drawn to Legal Notice No. 237 of October 1971, which requires payment by the contractor of Training Levy on all contracts of more than Kshs. 50,000/= in value and his tender must include for all costs arising or resulting therefrom.</p> <p>Payment of Training levy shall be pegged to proof of actual payment of the amount</p>				
C	<p><b><u>Standard Levy</u></b>                      The Contractor's attention is drawn to the Standards Levy Order, which was amended on 15th October 1998 vide Legal Notice 154 of 1998. The Contractor is required to pay a monthly levy of 0.2% of his ex-factory price of construction works with effect from January 1999. The tenderer shall allow for this in the build up of his rates.</p>				
D	<p><b><u>Removal of Rubbish, etc</u></b>                      Removal all the rubbish and debris from the site as it accumulate and at completion of works and remove all plant, scaffolding and unused materials at completion.</p>				
	<b>Carried to Collection</b>	-			

**PROPOSED CHAIN LINK FENCE AND DRAINAGE TO NYAMAGESA DISPENSARY, KIAMOKAMA WARD**

Item	Description	QTY	UNIT	RATE	AMOUNT
E	<p><b><u>Works to be Delivered Up Clean</u></b>                      Clean and flush all gutters, rainwater and waste pipes, manholes and drains, wash (except where such treatment might cause damage) and clean all floors, sanitary, glass inside and outside, and any other parts of the works which may require it, remove all marks, blemishes, stains and defects from joinery, fittings and surfaces generally, polish door furniture and bright parts of metalwork and leave the whole of the buildings watertight clean, perfect and fit for occupation to the approval of the Architect.</p>				
	<b>Carried to Collection</b>	-			

**PROPOSED CHAIN LINK FENCE AND DRAINAGE TO NYAMAGESA DISPENSARY, KIAMOKAMA WARD**

Item	Description	QTY	UNIT	RATE	AMOUNT
	<u>COLLECTION</u>				
	Brought forward from Page 1				
	Brought forward from Page 2				
	Brought forward from Page 3				
	Brought forward from Page 4				
	Brought forward from Page 5				
	Brought forward from Page 6				
	Brought forward from Page 7				
	Brought forward from Page 8				
	Brought forward from Page 9				
	Brought forward from Page 10				
	Brought forward from Page 11				
	Brought forward from Page 12				
	Brought forward from Page 13				
	Brought forward from Page 14				
	Brought forward from Page 15				
	Brought forward from Page 16				
	<u>TOTAL FOR BILL NO. 1 –</u> <u>PRELIMINARIES</u>				



**PROPOSED CHAIN LINK FENCE AND DRAINAGE TO NYAMAGESA DISPENSARY, KIAMOKAMA WARD**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT</b>	<b>RATE</b>	<b>AMOUNT</b>
	<b>CHAIN LINK FENCE</b>				
	<b><u>SITE CLEARANCE</u></b>				
A	Clear the site of all bushes, small trees and grub up there roots, burn the arisings	420	Lm		
B	excavate the wholes 300mm diameter 600mm deep, 15mm thick mass concrete blinding to those holes, then supply and fix cider posts 2700mm high.at adistance of 2000 c/c	250	No		
C	Fix achain link round the area.	504	SM		
	<b>DRAINAGE</b>				
	Excavate trench in black cooton soil, 400mm deep on gradient , 50mm thick mass contrete 1:3:6) bed, 4000mm ling 600mm diiamete culvert at the entry.	180	Lm		
	<b>TOTAL CARRIED TO COLLECTION PAGE</b>				

PROPOSED CHAIN LINK FENCE AND DRAINAGE TO NYAMAGESA DISPENSARY, KIAMOKAMA WARD

ITEM	DESCRIPTION	Official use only Kshs.	Tenderer`s Amount Kshs.
<b><u>GRAND SUMMARY</u></b>			
1	Preliminaries		
2	GATE		
3	CHAIN LINK FENCE		
4	Contingencies		
5	Project Manager's Expenses		
<b>SUB-TOTAL 1</b>			
<b>GRAND TOTAL</b>			

Amount in words : .....

Tenderer`s signature and stamp.....

Address .....

Date : .....

Witness`s name : .....

Signature.....

Address.....

Date : .....

























































ITEM	DESCRIPTION	Tenderer's Amount  Kshs.	Official Use Only  Kshs.
	GRAND SUMMARY		
1	Preliminaries General and Particular		
2	Builders work		
3	provisional sums		
	GRAND TOTAL		

Amount in words : .....

.....

Tenderer's signature and stamp.....

.....

Address .....

Date : .....

Witness's name : .....

Signature.....

Address.....

Date : .....

KISumu COUNTY GOVERNMENT  
CHIEF OFFICER  
ROADS, PUBLIC WORKS & TRANSPORT

15 FEB 2017

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16 FEB 2017