



REPUBLIC OF KENYA

**MINISTRY OF TRANSPORT, INFRASTRUCTURE,
HOUSING, URBAN DEVELOPMENT AND PUBLIC
WORKS.**

**STATE DEPARTMENT FOR HOUSING AND URBAN
DEVELOPMENT**

AFFORDABLE HOUSING PROGRAM

**REQUEST FOR PROPOSAL (RFP) FOR DESIGN,
BUILD, FINANCE AND TRANSFER OF HOUSING
UNITS AND ASSOCIATED INFRASTRUCTURE
FOR BONDENI-NAKURU.**

TENDER NO. MTHUD/HUD/AHP/NAKURUBONDENI/2019/2020

**TENDER DOCUMENTS
VOLUME 2 OF 2
FINANCIAL PROPOSAL**

CONTRACTING AUTHORITY
Principal Secretary,
State Department for Housing and
Urban Development
P.O. BOX 30119-00100
NAIROBI

April, 2020

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FORM OF TENDER

THE DEVELOPER SHALL FILL ONLY THE FORM OF TENDER IN THE FINANCIAL PROPOSAL.

The Bidder shall prepare the Form of Tender on stationery with its letterhead clearly showing the Bidder's complete name and address, contacts, and email. The Form of Tender shall be stamped and sealed.

To: _____ [Date]
**Principal Secretary,
State Department for Housing and Urban Development
P.O. BOX 30119-00100
NAIROBI**

REQUEST FOR PROPOSAL (RFP) FOR DESIGN, BUILD AND FINANCE OF HOUSING UNIT AND ASSOCIATED INFRASTRUCTURE FOR BONDENI – NAKURU. TENDER NO. MTHUD/HUD/AHP/NAKURUBONDENI/2019/2020

[Name of Developer]

Dear Sir,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities/schedule of works for the execution of the above-named Works, we, the undersigned offer to design, build, finance, complete and transfer such Works, and remedy any defects therein for the sum of:

- i. 1. Total Development costs - KShs___ [Amount in figures] Kenya Shillings ____ [Amount in words](Inclusive of VAT).
- ii. 2. Offtake amount (70% of the development) - KShs___ [Amount in figures] Kenya Shillings _____[Amount in words] (Exclusive of VAT)

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 the 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.

6. If awarded the contract, the person named below shall act as Developer's Representative: _____

Dated this _____ day of _____ 20 _____

Signature _____ in the capacity of _____

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

of _____ [Address of Bidder]

Witness; Name _____

Address _____

Signature _____

Date _____

SPECIAL NOTES

- i. The bidder is required to check the numbers of the pages of these Financial Proposal and should the bidder find any missing or in duplicate or figures indistinct the bidder must inform the Principal Secretary, State Department for Housing and Urban Development Head Office, 6th Floor, Ardhi House, 1st Ngong Avenue Road, Nairobi at once and have the same rectified.
- ii. Should the Bidder be in doubt about the precise meaning of any item or figure for any reason whatsoever, the bidder must inform the Principal Secretary, State Department for Housing and Urban Development Head Office, 6th Floor, Ardhi House, 1st Ngong Avenue Road, Nairobi in order that the correct meaning may be decided before the date for submission of tenders.
- iii. The Bills of Quantities/schedule of works shall contain items for the construction, installation, testing and commissioning of the Work to be done by the Developer. The Developer will be paid for the quantity of the Work done at the rate in the Bills of Quantities/schedule of works for each item.
- iv. Items of the Works for which no rate or price has been entered in will not be paid for by the Contracting Authority and shall be deemed covered by other rates and prices in the Contract.
- v. Similarly, sections of works not captured in the Bills of Quantities and schedule of works but which are nonetheless have been designed as part of the project and which deemed as necessary will be deemed to have been covered by other rates and prices in the Contract.
- vi. This document shall be read together with the Technical Proposal for purposes of linkage to the designs and pricing all the required project components.
- vii. The Tender Form should be attached to the Financial Proposal only.

BILLS OF QUANTITIES/SCHEDULE OF WORKS PREPARATION

Bidders shall provide all Priced Bills of Quantities and Schedule of Works in the format provided below and shall be prepared as per the following guidelines;

Bidder's detailed bid documents shall contain all items that are required for the execution of the project and what the Contracting Authority have indicated to be incorporated into the project.

The objectives of preparing the Bills of Quantities/schedule of works are:-

- To provide sufficient information on the quantification of Works to be performed.
- When a Contract has been entered into, for use in the supervision, and conformity to contract specifications, periodic assessment and payment for Works executed.

In order to attain these objectives, Works should be itemized in the Priced Bill of Quantities in sufficient details to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of costs. Consistent with these requirements, the layout and content of the Bill of Quantities should be as simple and brief as possible.

The Bills of Quantities and schedules of works should be divided generally into the following sections:

a) Preliminaries

The preliminaries are expected to include the following: -

- Preliminaries which shall indicate the inclusiveness of the unit prices and should state the methods of measurement which has been adopted in the preparation of the Bill of Quantities and which are to be used for the measurement of any part of the Works. The number of preliminary items priced by the tenderer should be limited to tangible items such as site office and other temporary works.
- Preliminaries which shall be mainly the cost of supervision of works, approval of payments and coordination of the entire project. The number of preliminary items priced by the tenderer under this section should be limited to tangible items such as supervision site office, operations and maintenance of the site office (please refer to supervision management section in Volume I of this document for details).
- The preliminaries shall be limited to a maximum of 4% of the contract value.

Work Items

- i. The items in the Bills of Quantities and schedule of works should be grouped into sections to distinguish between those parts of the Works which by nature, location, access, timing, or any other special characteristics may give rise to difference methods of construction, or phasing of the Works, or considerations of cost. General items common to all parts of the Works may be grouped as a separate section in the Bill of Quantities.
- ii. **Quantities should be computed net from the drawings, unless directed otherwise in the Contract, and no allowance should be made for building, shrinkage or waste. Quantities should be rounded up or down where appropriate.**
- iii. The following units of measurement and abbreviations are recommended for use.

Table F2 – Abbreviations

| Unit | Abbreviation | Unit | Abbreviation |
|-----------------------|----------------------|-------------------|--------------------------|
| Cubic meter | M ³ or cm | Millimeter | mm |
| Hectare | Ha | Month | Mth |
| Hour | H | Number | No. |
| Kilogram | Kg | Square meter | M ² or sm |
| Lump sum | Sum | Square millimeter | mm ² or sq.mm |
| Meter | M | week | Wk |
| Metric ton (1,000 kg) | Ton | | |

- iv. The commencing surface should be identified in the description of each item for Work involving excavation, boring or drilling for which the commencing surface is not also the original surface. The excavated surface should be identified in the description of each item for Work involving excavation for which the excavation surface is not also the final surface. The depths of Work should be measured from the commencing surface to the excavated surface, as defined.
- v. The following format for Bills of Quantities/schedule of works is recommended for use.

Table F3 – Standard Format of Bills of Quantities

| ITEM | DESCRIPTION | QTY | UNIT | RATE(KShs) | AMOUNT(KShs) |
|------|-------------|-----|------|------------|--------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

b) Provisional Quantities and Sums

- Provision for quantity contingencies in any particular item or class of Work with a high expectation of quantity overrun shall not be allowed in this project. The Consortium must ensure there are no quantity overruns.
- Provisional sums to cover specialized works normally carried out by Nominated Sub Contractors shall not be allowed in this project and instead Bills of Quantities/schedule of works of the specialized Works should be included as a section of the main Bills of Quantities/schedule of works priced by the Consortium. The Consortium should be required to indicate the name(s) of the specialized firms and MSMEs that shall be participating in the project execution the bidder / Consortium proposes to engage to carry out the specialized Works as shall be required by statutory authorities and the Contracting Authority and works should be clearly marked in the Bills of Quantities/schedule of works. The bidder / Consortium shall provide an integrated all-in-rates Bills of Quantities comprising of all builder's work, mechanical installations including plumbing and drainage up to the mains and installations and Electrical installations including fittings and any other necessary installation per each block.

c) Contract works costs

All works items shall be costed. The cost summary should contain a tabulation of all the project components as parts of the Bills of Quantities and schedule of works, physical (quantity), contingencies, preliminaries and any other that may be considered necessary, and price contingencies where applicable. VAT and any other taxes shall be included in the item rates.

The overall costs including the cost summaries shall be inclusive but not limited to the following costs:

Table F3 – Proposed project cost components
(Expected minimum amenities)

| Project cost components |
|--|
| 1. Housing Units - minimum 560 and parking 1: 1 |
| 2. On-site Social and Physical Infrastructure |
| Internal Roads and Surface Water Drainage |
| Boundary Wall and Gatehouse |
| Water supply and storage facilities |
| Recreational Facilities |
| Social Facilities |
| Education facilities (ECD and Primary school) |
| Sewer Lines |
| Commercial Facilities |
| Greenery & Landscaping |
| Main power supply - Substation |
| Emergency power supply |

| |
|---|
| Gas reticulation infrastructure |
| Green building concept |
| Security and Street lighting |
| Solid Waste Management |
| Fibre connectivity infrastructure |
| 3. Preliminaries |
| 4. Taxes (VAT 16% and any other tax) |

d) Grand summary

This shall be a grand total tabulation of the Contract works summary total cost. All applicable taxes shall be deemed to be included in the grand total.

e) Payment mode / structure

The Developer shall be paid as detailed in the Project and Offtake Agreement.

1 FINANCIAL EVALUATION OF BIDDER / CONSORTIUM

1.1 FINANCIAL EVALUATION OF DEVELOPERS

The **FINANCIAL PROPOSAL** for bidders who were evaluated and scored **70** points and above in the technical evaluation, shall be evaluated as follows;

We will use the list cost selection as per the PPADA, 2015 section 124 clause 6(b), in which all bidders who will have met the minimum technical requirements will be evaluated and selected.

The Financial bid for each firm that was qualified from Technical Evaluation will be opened and the bids checked for the following: -

1. Tender form will indicate the following costs: -
 - a. Development cost (For Category 1 and Category 2).
 - b. Offtake amount (for 70% of the development).
2. Detailed bills of quantities for development costs for Category 1 and Category 2 given separately (Inclusive VAT).
3. Detailed cost breakdown for offtake amounts for category 2 only (Exclusive of VAT).
4. All priced items must have a design.
5. Cost per square metre for category 2 and Category 1 be given clearly and separately.
6. The bidders will provide VAT on inputs for both category 1 and Category 2 in the form of a master list on VAT inputs.

All these items will be provided in both soft and hard copy.

Any tender who fails to provide any one of the above listed items will be disqualified.

a. FINANCIAL EVALUATION

The preliminary examination in the Financial Evaluation shall be done in accordance with clause 3.26 of Instruction to Tenderers.

- Error check will be conducted for discrepancies between the drawings and the Bills of Quantities and specifications. Considerations will be made for the following: arithmetic errors, area of the units, number of units, omissions, common areas, typology ratios among others
- Confirmation shall be sought in writing from the bidders whose tender sums will be determined to have errors to confirm whether they stand by their tender sums. Non-compliance to this shall lead to automatic disqualification from further evaluation.

The Financial bids will be evaluated to establish the costs of the affordable housing units, the commercial and social facilities and infrastructural facilities. The cost of each block, the cost per unit and the cost per meter squared will be determined. The lowest financial bid after the consideration will be ranked from lowest to the highest.

The ranking will be tabulated and the bidders will be ranked from the lowest to the highest.

1.2 RECOMMENDATION FOR AWARD

The bidder who will offer the lowest financial bid will be recommended as the most responsive bid to be considered for award and or negotiations subject to due diligence outcome.

Should two or more bids be ranked as the lowest financial bids, then the bidders will be requested to provide the best and final offer. The bidder with lowest offer will be recommended for award.

1.3 Post Qualification (Due Diligence)

The evaluation committee shall, after tender evaluation of both technical and financial bids, but prior to the award of the tender, conduct due diligence on the following items:-

1. Conduct due diligence on the following items;

- A valid Bid Security.
- Authorized signatory (power of attorney) and/or signed Joint Venture Agreement / Consortium Agreement for all the partners.
- Tax compliance certificate or equivalent from the relevant Authority of the Country of origin
- Certificate of incorporation in country of origin.
- Completed projects in the last five (5) years
- On-going similar projects
- Declaration certificate for local production and content for Designated Items to be supplied by Micro Small and Medium Enterprises – (MSME's).
- Registration of international bidders in Kenya.

2. Obtain reports from confidential references on relevant key items.

- Financial resources
- Letter of underwriting from a reputable financial institution
- Line of Credit from a reputable financial institution
- Letter of Support from a reputable financial institution

- Authority to commit Bidder for self-finance Audited financial report for the last five (5) years) for all the partners.

a. Final Recommendation for Award of tender

Once due diligence is complete, and the Due diligence report finalized, the evaluation committee shall make a final recommendation on the successful bidder for award or for further negotiation.

2 PROJECT SUPPORT

The Government will provide the following;

- i. Land and
- ii. Off-site infrastructure up to the plot boundary
 - a. Access road to site,
 - b. Trunk sewer line and
 - c. Water supply
 - d. Power supply

The Government has also put in place several interventions to ensure an effectively coordinated and facilitated housing sector including:

- Supporting policies particularly the National Housing Policy, the National Slum Upgrading and Prevention Policy, National Urban Development Policy and National Building Maintenance Policy.
- Waiver of levies on construction projects payable to National Construction Authority (NCA) and National Environment Management Authority (NEMA)
- Ongoing automation and digitization of land transaction processes.

PARTICULAR PRELIMINARIES

| ITEM | DESCRIPTION | Kshs. | Cts |
|------|---|-------|-----|
| A | <p><u>PARTICULAR PRELIMINARIES</u></p> <p>CONTRACTING AUTHORITY</p> <p>The "Contracting Authority" is PRINCIPAL SECRETARY, STATE DEPARTMENT FOR HOUSING AND URBAN DEVELOPMENT</p> <p>The term "Contracting Authority" and "Government" wherever used in the contract document shall be synonymous STATE DEPARTMENT FOR HOUSING AND URBAN DEVELOPMENT</p> | | |
| B | <ul style="list-style-type: none"> • Contracting Authority: State Department for Housing and Urban Development. | | |
| C | <ul style="list-style-type: none"> • The authorized representative of the Contracting Authority: The Principal Secretary State Department for Housing and Urban Development. The main responsibilities of the Contracting Authority shall be to guide on policy, strategic direction, ensure that the project meets the overall goals of affordability, quality, decent housing as well as deal with emerging issues. • Project Manager: to be appointed by the authorized representative of the Contracting Authority. • Project Consultants: to be appointed by the authorized representative of the Contracting Authority. | | |
| | Carried to Collection – P19 | | |

| ITEM | DESCRIPTION | KShs. | Cts |
|----------|---|-------|-----|
| A | <p>PRICING ITEMS OF PRELIMINARIES</p> <p>Prices SHALL BE INSERTED against items of “preliminaries” in the tenderer’s priced Bills of Quantities/schedule of works. The Developer shall be deemed to have included in his prices or rates for the various items in the Bills of Quantities/schedule of works or Specification for all costs involved in complying with all the requirements for the proper execution of the whole of the works in the Contract. Where the Developer fails to insert his price in any item of the preliminaries, he shall be deemed to have made adequate provision for this in the various items in the Bill of Quantities. The Developer is advised to read and understand all preliminary items.</p> | | |
| B | <p>DESCRIPTION OF THE WORKS</p> <p>The works comprise the design build, finance, supply, installation, testing, commissioning and handing over of 1,500 Housing units and associated electrical, mechanical, civil and external works (Refer to Volume I – Technical Proposal, Section II: Background and Preliminary Information)</p> | | |
| C | <p>MEASUREMENTS</p> <p>In the event of any discrepancies arising between the Bills of Quantities/schedule of works as prepared by the Developer and the actual works, the Developer’s design generally take precedence. However, such discrepancies between any contract documents shall immediately be referred to the PROJECT MANAGER in accordance with Clause 22 of the Conditions of Contract. However the discrepancies shall not be to the detriment of the Contracting Authority.</p> | | |
| D | <p>LOCATION OF SITE</p> <p>The site is located at Bondeni, Nakuru Town, Nakuru County. The Developer is advised to visit the site, to familiarize with the nature and position of the site. No claims arising from the Developers failure to do so will be entertained.</p> | | |
| | Carried to Collection – P19 | | |

| ITEM | DESCRIPTION | KShs. | Cts |
|---|------------------------------------|-------|-----|
| <p>A</p> <p>CLEARING AWAY</p> <p>The Developer shall remove all temporary works, rubbish, debris and surplus materials from the site as they accumulate and upon completion of the works, remove and clear away all plant, equipment, rubbish, unused materials and stains and leave in a clean and tidy state to the reasonable satisfaction of the Project Manager. The whole of the works shall be delivered up clean, complete and in perfect condition in every respect to the satisfaction of the Project Manager.</p> <p>B</p> <p>CLAIMS</p> <p>No claims shall be entertained in this contract except for compensation events as given under technical RFP conditions of Contract items Clauses 24.1(a), (c), (d), (f), (g), (h), (i), (j) and (k). After expiry of the said contract period, no claim shall be received.</p> <p>C</p> <p>ADVANCE PAYMENTS</p> <p>Advance Payment IS NOT A CONSIDERATION IN THIS PROJECT.</p> <p>D</p> <p>PREVENTION OF ACCIDENT, DAMAGE OR LOSS</p> <p>The Developer is notified that these works are to be carried out on a restricted site where the client is going on with other normal activities. The Developer is instructed to take reasonable care in the execution of the works as to prevent accidents, damage or loss and disruption of normal activities being carried out by the Client. The Developer shall allow in his rates any expense he deems necessary by taking such care within the site.</p> <p>E</p> <p>BID SECURITY</p> <p>The Developer shall provide a bid security of amount KShs 20,000,000/= duly signed, stamped and sealed from a reputable bank and in an approved format of the required amount. The bid security validity period shall be 180 days from date of tender opening.</p> | | | |
| | Carried to Collection – P19 | | |

| ITEM | DESCRIPTION | KShs. | Cts |
|------|--|-------|-----|
| A | <p>WORKING CONDITIONS The Developer shall allow for any necessary special requirements for working conditions and working hours.</p> | | |
| B | <p>SIGNBOARD Allow for providing, erecting and maintaining 1 No. signboard throughout the course of the Contract and afterwards clearing away the signboard as designed, specified and approved by the Project Manager.</p> | | |
| C | <p>LABOUR CAMPS The Developer shall be allowed to house some labour-force on site. Otherwise the Developer shall allow for transporting workers to and from the site during the tenure of the contract.</p> | | |
| D | <p>MATERIALS FROM DEMOLITIONS All re-usable materials arising from demolitions shall become the property of the government and will be handed over to the client. The Developer shall allow for carting away all non-reusable materials arising from demolitions.</p> | | |
| E | <p>PRICING RATES The tenderer shall include for all costs in executing the whole of the works, including transport, replacing damaged items, fixing, all to comply with the said Conditions of Contract and shall include all applicable taxes.</p> | | |
| | Carried to Collection – P19 | | |

| ITEM | DESCRIPTION | KShs. | Cts |
|-----------------|--|-------|-----|
| <p>A</p> | <p>URGENCY OF THE WORKS The Developer is notified that these “works are urgent” and should be completed within the period stated in these Particular Preliminaries. The Developer shall allow in this tender for any costs he deems that he/she may incur by having to complete the works within the stipulated contract period.</p> | | |
| <p>C</p> | <p>EXISTING SERVICES Prior to the commencement of any work, the Developer is to ascertain from the relevant authority the exact position, depth and level of all existing services in the area and he/she shall make whatever provisions which may be required by the authorities concerned for the support, maintenance and protection of such services.</p> | | |
| <p>D</p> | <p>EXISTING BUILDINGS AND SERVICES Special precautions shall be required throughout the contract period to avoid damage to the existing building, cables, drains and other services and the whole site in general and the neighboring plots. The Developer shall allow for making good any damages arising from his actions during execution of this contract at his own expense.</p> | | |
| | Carried to Collection – P19 | | |

| ITEM | DESCRIPTION | KShs. | Cts |
|---|--|-------|-----|
| <p data-bbox="240 237 264 264">A</p> <p data-bbox="240 349 264 376">B</p> <p data-bbox="240 846 264 873">C</p> | <p data-bbox="323 163 647 190">TENDER DOCUMENTS</p> <p data-bbox="323 237 1086 297">Tender documents are as listed in Clause 3.4.4 of the Instruction to Tenderer's.</p> <p data-bbox="323 349 660 376">DELIVERY OF TENDER</p> <p data-bbox="323 423 1091 584">Tenders and all documents in connection therewith, as specified above must be delivered in the addressed envelope which should be properly sealed and deposited at the offices as specified in the letter accompanying these documents or as indicated in the advertisement.</p> <p data-bbox="323 654 1066 784">Tenders will be opened at the time specified in the letter accompanying these Tender Documents or as indicated in the advertisement. Tenders delivered/received later than the above time will not be opened.</p> <p data-bbox="323 846 611 873">VALUE ADDED TAX</p> <p data-bbox="323 882 1107 1012">The bidder should include 16% V.A.T. in the MAIN SUMMARY PAGE. The tenderer is advised that in accordance with the Finance Act 2014 Withholding VAT was re-introduced at a rate of 6% with effect from 19th September, 2014</p> | | |
| | Carried to Collection – P19 | | |

| ITEM | DESCRIPTION | KShs. |
|-------------|--|------------------------|
| | SPECIAL PRELIMINARIES | |
| | PROJECT SUPERVISION COSTS | |
| A | Developer shall provide for Supervision Operational Costs as detailed on the technical proposal item 2.2.7. The project management requirements for the entire project period. | 1% of the project |
| B | Developer shall provide lumpsum amounts for AIDS / HIV awareness campaigns, counselling and guidance. | 0.25% of the project |
| C | Developer shall provide lumpsum amounts for environmental concerns which are not covered in the project. | 0.25% of the project |
| D | Developer shall provide lumpsum amounts for labor relations | 0.25 of the project |
| E | Communication, marketing and stakeholder awareness | 0.15% of project value |
| F | Supervision Vehicles including running costs – 2 No Double Cab (4-Wheel Drive) Max 3,000 cc | 1.25% of project value |
| G | Environmental concerns which are not covered in the project | 0.25% of project value |
| H | AIDS / HIV awareness campaigns and counselling guidance | 0.25% of project value |
| | Carried to Collection – P19 | |

COLLECTION PAGE

| ITEM | DESCRIPTION | KShs. | Cts |
|-------------|--|--------------|------------|
| | <p><u>COLLECTION</u> Brought forward from – Collection - P12 Brought forward from – Collection - P13 Brought forward from – Collection - P14 Brought forward from – Collection - P15 Brought forward from – Collection - P16 Brought forward from – Collection - P17 Brought forward from – Collection - P18</p> | | |
| | <p align="center">PARTICULAR PRELIMINARIES CARRIED TO MAIN SUMMARY</p> | | |

4 GENERAL PRELIMINARIES

| ITEM | DESCRIPTION | KSHS | CTS |
|------|--|------|-----|
| - | <p>GENERAL PRELIMINARIES</p> <p>PRICING OF ITEMS OF PRELIMINARIES AND PREAMBLES</p> | | |
| A. | <p>Prices will be inserted against items of Preliminaries in the Developer's priced Bills of Quantities/schedule of works and Specification.</p> <p>The Developer shall be deemed to have included in his prices or rates for the various items in the Bills of Quantities/schedule of works or Specification for all costs involved in complying with all the preliminaries both general and particular requirements for the proper execution of the whole of the works in the Contract except for the items detailed below for contract supervision, administration, coordination, approvals, completion and handover management.</p> | | |
| B. | <p>ABBREVIATIONS</p> <p>Throughout these Bills, units of measurement and terms are abbreviated and shall be interpreted as follows:-</p> <p><i>C.M.</i> Shall mean cubic metre</p> <p><i>S.M.</i> Shall mean square metre</p> <p><i>L.M.</i> Shall mean linear metre</p> <p><i>MM</i> Shall mean millimetre</p> <p><i>Kg.</i> Shall mean kilogramme</p> <p><i>No.</i> Shall mean number</p> <p><i>Prs.</i> Shall mean pairs</p> <p><i>B.S.</i> Shall mean the British Standard Specification Published by the British Standards Institution, 2 Park Street, London W.I., England.</p> <p><i>Ditto</i> Shall mean the whole of the preceding description except as qualified in the description in which it occurs.</p> <p><i>m.s.</i> Shall mean measured separately.</p> <p><i>a.b.d</i> Shall mean as before described.</p> | | |
| | Carried to collection– GP 30 | | |

| ITEM | DESCRIPTION | KSHS | CTS |
|------|--|------|-----|
| | <p>EXCEPTION TO THE STANDARD METHOD OF MEASUREMENT</p> <p>A. Attendance ; Clause B19(a) of the Standard Method of Measurement shall include:- Attendance on Sub-contracting shall be given as an item in each case shall be deemed to include: allowing use of standing scaffolding, mess rooms, sanitary accommodation and welfare facilities; provision of special scaffolding where necessary; providing space for office accommodation and for storage of plant and materials; providing light and water for their work: clearing away rubbish; unloading checking and hoisting: providing electric power and removing and replacing duct covers, pipe casings and the like necessary for the execution and testing of Sub- Contractors' work and being responsible for the accuracy of the same.</p> <p>Fix Only:- "Fix Only" shall mean take delivery at nearest railway station (Unless otherwise stated), pay all demurrage charges, load and transport to site where necessary, unload, store, unpack, assemble as necessary, distribute to position, hoist and fix only.</p> <p>FORM OF CONTRACT D The Form of Contract shall be as stipulated in the Republic of Kenya's Standard Tender Document for Procurement of Building Works (2015 Edition) included herein The Conditions of Contract are also included herein Conditions of Contract These are numbered from 1 to 37 as set out in pages 16 to 36 of these tender documents. Particulars of insertions to be made in the Appendix to the Contract Agreement will be found in the Particular Preliminaries part of these Bills of Quantities/schedule of works</p> <p>PERFORMANCE BOND. E. The Developer shall find and submit on the Form of Tender an approved Bank and who will be willing to be bound the Government in an amount equal to five per cent (5%) of the Contract amount for the due performances of the Contract up to the date of completion as certified by the PROJECT MANAGER and who will when and if called upon, sign a Bond to that effect on the relevant standard form included herein. (without the addition of any limitations) on the same day as the Contract Agreement is signed, by the Government, the Developer shall furnish within seven days another Surety to the approval of the Government.</p> | | |
| | Carried to collection– GP 30 | | |

| ITEM | DESCRIPTION | KSHS | CTS |
|--|---|------|-----|
| <p>A.</p> <p>B.</p> <p>C.</p> <p>D.</p> <p>E.</p> | <p>PLANT, TOOLS AND VEHICLES</p> <p>Allow in your rates for providing all scaffolding, plant, tools and vehicles required for the works except in so far as may be stated otherwise herein and except for such items specifically and only required for the use of nominated Sub-Contractors as described herein. No timber used for scaffolding, formwork or temporary works of any kind shall be used afterwards in the permanent work.</p> <p>TRANSPORT.</p> <p>Allow in your rates for transport of workmen, materials, etc., to and from the site at such hours and by such routes as may be permitted by the competent authorities.</p> <p>MATERIALS AND WORKMANSHIP.</p> <p>Allow in your rates for all materials and workmanship used in the execution of the work shall be of the best quality and description unless otherwise stated. The Developer shall order all materials to be obtained from overseas immediately after the Contract is signed and shall also order materials to be obtained from local sources as early as necessary to ensure that they are onsite when required for use in the works.</p> <p>SIGN FOR MATERIALS SUPPLIED.</p> <p>The Developer will be required to keep records and signed receipts for all articles and materials supplied to site for the PROJECT MANAGER records at the time of taking deliver thereof, as having received them in good order and condition, and the Developer will thereafter be responsible for any loss or damage and for replacements of any such loss or damage with articles and/or materials which will be supplied to site at the current market prices including Customs Duty and V.A.T., all at the Developer's own cost and expense, to the satisfaction of the PROJECT MANAGER</p> <p>STORAGE OF MATERIALS</p> <p>The Developer shall provide at his own risk and cost as will agreed on the site weather proof lock-up sheds and make good damaged or disturbed surfaces upon completion to the satisfaction of the PROJECT MANAGER. Sub-Contractors are to be made liable for the cost of any storage accommodation provided especially for their use.</p> | | |
| | Carried to collection– GP 30 | | |

| ITEM | DESCRIPTION | KSHS | CTS |
|-------------------------------|--|------|-----|
| <p>A.</p> <p>B.</p> <p>C.</p> | <p>SAMPLES</p> <p>The Developer 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 testing by the PROJECT MANAGER for his approval until such samples are approved by the PROJECT MANAGER and the PROJECT MANAGER appointed representative, may reject any materials or workmanship not in his opinion to be up to approved samples. The PROJECT MANAGER shall arrange for the testing of such materials as he may at his discretion deem desirable, but the testing shall be made at the expense of the Developer and not at the expense of the PROJECT MANAGER. The Developer shall pay for the testing in accordance with the current scale of testing charges laid down by the State Department for Housing and Urban Development; Ministry of Transport, Infrastructure, Public Works, Housing and Urban Development.</p> <p>The procedure for submitting samples of materials for testing and the method of marking for identification shall be as laid down by the PROJECT MANAGER. The Developer shall allow in his tender for such samples and tests except those in connection with nominated sub-contractors' work.</p> <p>GOVERNMENT ACTS REGARDING WORK, PEOPLE ETC.</p> <p>Allow for complying with all Government Acts, Orders and Regulations in connection with the employment of Labour and other matters related to the execution of the works. In particular the Developer's attention is drawn to the provisions of the Labour Act 2013 and other international conventions and his tender must include for all costs arising or resulting from compliance with any Act, Order or Regulation relating to Insurances, pensions and holidays for workpeople or so the safety, health and welfare of the workpeople. The Developer must make himself fully acquainted with current Acts and Regulations, including Police Regulations regarding the movement, housing, security and control of labour, labour camps, passes for transport, etc. It is most important that the Developer, before tendering, shall obtain from the relevant Authority the fullest information regarding all such regulations and/or restrictions which may affect the information regarding all such regulations and/or restrictions which may affect the organization of the works, supply and control of labour, etc., and allow accordingly in his tender.</p> <p>No claim in respect of want of knowledge in this connection will be entertained.</p> <p>SECURITY OF WORKS ETC.</p> <p>The Developer at his own cost shall be entirely responsible for the security of all the works stores, materials, plant, personnel, etc., both his own and sub-Developers' and must provide all necessary watching, lighting and other precautions as necessary to ensure security against theft, loss or damage and the protection of the public.</p> | | |
| | Carried to collection– GP 30 | | |

| ITEM | DESCRIPTION | KSHS | CTS |
|---|--|------|-----|
| <p>A.</p> <p>B.</p> <p>C.</p> <p>D.</p> <p>E.</p> | <p>PUBLIC AND PRIVATE ROADS. The Developer shall make necessary provisions to upgrade the entry roads from the main roads to the site to bitumen standards and shall include in his rate the costs of maintain as required throughout the execution of the works and make good any damage to public or private roads arising from or consequent upon the execution of the works to the satisfaction of the local and other competent authority and the PROJECT MANAGER.</p> <p>EXISTING PROPERTY. The Developer shall take every precaution to avoid damage to all existing property including; buildings, roads, cables, drains and other services and he will be held responsible for and shall make good all such damage arising from the execution of this contract at his own expense to the satisfaction of the PROJECT MANAGER</p> <p>VISIT SITE AND EXAMINE DRAWINGS. The Developer is recommended to visit the site, confirm its location of which is described in the Particular Preliminaries hereof. He shall be deemed to have acquainted himself therewith as to its nature, position, means of access or any other matter which, may affect his tender. No claim arising from his failure to comply with this recommendation will be considered.</p> <p>ACCESS TO SITE AND TEMPORARY ROADS.</p> <p>Means of access to the Site shall be agreed with the PROJECT MANAGER prior to commencement of the work and Developer must allow for upgrade main access to site and maintaining any necessary temporary access roads for the transport of the materials, plant and workmen as may be required for the complete execution of the works including the provision of temporary culverts, crossings, bridges, or any other means of gaining access to the Site. Upon completion of the works, the Developer shall remove such temporary access roads; temporary culverts, bridges, etc., and make good and reinstate all works and surfaces disturbed to the satisfaction of the PROJECT MANAGER</p> <p>AREA TO BE OCCUPIED BY THE DEVELOPER The area of the site which may be occupied by the Developer for use of storage and for the purpose of erecting workshops, etc., shall be defined and agreed with the PROJECT MANAGER.</p> | | |
| | Carried to collection– GP 30 | | |

| ITEM | DESCRIPTION | KSHS | CTS |
|------------------|--|------|-----|
| <p>A.</p> | <p>OFFICE ETC. FOR THE PROJECT MANAGER</p> <p>The Developer shall provide, erect and maintain a permanent site office of the type noted in volume I, where directed on site and afterwards handover the site office, complete with furniture and 6 No. desktop computer and printers with adequate memory. He shall also provide a strong metal trunk complete with strong hasp and staple fastening and two keys. He shall provide, proper sanitation for the sole use of the PROJECT MANAGER including making temporary connections to the sewer drain where applicable to the satisfaction of the PROJECT MANAGER and shall provide services of cleaner and pay all conservancy charges and keep offices and sanitary facilities clean from commencement to the completion of the works. The office and sanitary facilities shall be completed before the Developer is permitted to commence the works. The Developer shall make available on the Site as and when required by the "PROJECT MANAGER" surveying equipment including; 1 no. Total station (Complete) and 3 no. modern and accurate dumpy levels together with levelling staff, ranging rods and 6No. 100 metres metallic and 10 no. linen tapes, as may be required from time to time.</p> | | |
| <p>B.</p> | <p>WATER AND ELECTRICITY SUPPLY FOR THE WORKS</p> <p>The Developer shall provide at his own risk and cost all necessary water, electric light and power required for use in the works. The Developer must make his own arrangements for connection to the nearest suitable water main and for metering the water used. He must also provide temporary tanks and meters as required at his own cost and clear away when no longer required and make good on completion to the entire satisfaction of the PROJECT MANAGER. The Developer shall pay all charges in connection herewith. No guarantee is given or implied that sufficient water will be available from mains and the Developer must make his own arrangements for augmenting this supply at his own cost. Nominated Sub--contractors are to be made liable for the cost of any water or electric current used and for any installation provided especially for their own use.</p> | | |
| <p>C.</p> | <p>SANITATION OF THE WORKS</p> <p>The Sanitation of the workers shall be arranged and maintained by the Developer to the satisfaction of the Government and/or County Government, Labour Department and the PROJECT MANAGER and cost shall be included in the Developer rates.</p> | | |
| <p>D.</p> | <p>SUPERVISION AND WORKING HOURS</p> <p>The works shall be executed under the direction and to the entire satisfaction in all respects of the PROJECT MANAGER who shall at all times during normal working hours have access to the works and to the yards and workshops of the Developer and sub-Contractors or other places where work is being prepared for the contract. The costs of supervision for works on site shall be the responsibility of the Contracting Authority. Where part of works are outside the site, the cost of inspection shall be borne by the Developer.</p> | | |
| | <p>Carried to collection– GP 30</p> | | |

| ITEM | DESCRIPTION | KSHS | CTS |
|------------------|--|------|-----|
| <p>B.</p> | <p>PROGRESS CHART/WORKS PROGRAMME. The Developer at his own cost shall provide within two weeks of Possession of Site and in agreement with the PROJECT MANAGER a Progress Chart for the whole of the works including the works of Nominated Sub-Contractors; one copy to be handed to the PROJECT MANAGER and a further copy to be retained on Site. Progress to be recorded and chart to be amended as necessary as the work proceeds.</p> <p>NOMINATED SUB-CONTRACTORS When any work is ordered by the PROJECT MANAGER especially for correctional purposes, the works may be executed by nominated sub-contractors. The Developer shall enter into sub-contracts. The Developer shall thereafter be responsible for such sub-contractors in every respect. Unless otherwise detailed the Developer is to provide necessary support for such Sub-Contractors any or all of the facilities detailed in instructions.</p> <p>DIRECT CONTRACTS Notwithstanding the foregoing conditions, the Government reserves the right to place a "Direct Contract" for any goods or services.</p> <p>ATTENDANCE UPON OTHER TRADESMEN, ETC. The Developer shall allow for the attendance of trade upon trade and shall afford any tradesmen or other persons employed for the execution of any work not included in this Contract every facility for carrying out their work and also for use of his ordinary scaffolding. The Developer, however, shall not be required to erect any special scaffolding for them. The Developer shall perform such cutting away for and making good after the work of such tradesmen or persons as may be ordered by the PROJECT MANAGER and the work will be measured and paid for to the extent executed at rates provided in these Bills.</p> | | |
| | Carried to collection– GP 30 | | |

| ITEM | DESCRIPTION | KSHS | CTS |
|------------------|--|------|-----|
| <p>A.</p> | <p>INSURANCE</p> <p>The Developer shall insure as required in Project and Offtake Agreement. No works will commence on site before the Developer provides for all the required insurances for the contract, as detailed in the appendix to condition of contract. This shall be approved by the PROJECT MANAGER. The Developer shall produce all Insurance Policies and Insurance Certificates that the provision of the foregoing Insurance Clauses have been complied with in all respects. Thereafter, the PROJECT MANAGER shall from time to time ascertain that premiums are duly paid up by the Developer. Who shall if called upon to do so, produce the receipted premium renewals for the PROJECT MANAGER's inspection. Notwithstanding, the foregoing, insurance shall be the responsibility of the Developer and compensation thereof.</p> <p>BLASTING OPERATIONS</p> | | |
| | <p>Carried to collection– GP 30</p> | | |

| ITEM | DESCRIPTION | KSHS | CTS |
|--|--|------|-----|
| <p>A.</p> <p>B.</p> <p>C.</p> <p>D.</p> <p>E.</p> | <p>MATERIALS ARISING FROM EXCAVATIONS Materials of any kind obtained from the excavations shall be the property of the Government. Unless the PROJECT MANAGER directs otherwise such materials shall be dealt with as provided in the Contract. Such materials shall only be used in the works, in substitution of materials which the Developer would otherwise have had to supply with the written permission of the PROJECT MANAGER Should such permission be given, the Developer shall make due allowance for the value of the materials so used at a price to be agreed.</p> <p>PROTECTION OF THE WORKS. Provide protection of the whole of the works contained in the Bills of Quantities/schedule of works, including casing, casing up, covering or such other means as may be necessary to avoid damage to the satisfaction of the PROJECT MANAGER and remove such protection when no longer required and make good any damage which may nevertheless have been done at completion free of cost to the Government.</p> <p>REMOVAL OF RUBBISH ETC. Removal of rubbish and debris from the Buildings and site as it accumulates and at the completion of the works and remove all plant, scaffolding and unused materials at completion.</p> <p>WORKS TO BE DELIVERED UP CLEAN Clean and flush all gutters, rainwater and waste pipes, manholes and drains, wash (except where such treatment might cause damage) and clean all floors, sanitary fittings, glass inside and outside and any other parts of the works and remove all marks, blemishes, stains and defects from joinery, fittings and decorated surfaces generally, polish door furniture and bright parts of metalwork and leave the whole of the buildings watertight, clean, perfect and fit for occupation to the approval of the PROJECT MANAGER</p> <p>PROTECTIVE CLOTHING The Developer shall provide all protective gear or any other special clothing or equipment for his employees at all times as may be necessary. This shall include, inter-alia, safety helmets, gloves, goggles, earmuffs, gumboots, overalls, etc., according to the type of work. The Developer shall ensure that safety helmets are worn by all staff at all times.</p> | | |
| | Carried to collection– GP 30 | | |

| ITEM | DESCRIPTION | KSHS | CTS |
|------|--|------|-----|
| | <p>GENERAL SPECIFICATION.</p> <p>A. For the full description of materials and workmanship, method of execution of the work and notes for pricing, the Developer is referred; Building Code for building, and for road works State Department of Infrastructure; and the then “Ministry of Roads and Public Works and Housing General Specification dated 1976” or any subsequent revision thereof which is issued as a separate document, and which shall be allowed in all respects unless it conflicts with the General Preliminaries, Trade Preambles or other items in these Bills of Quantities/schedule of works and any other approved international specifications. Approval shall be given by PROJECT MANAGER.</p> <p>TRAINING LEVY</p> <p>B. The Developer's attention is drawn to National Industrial Training Authority Act CAP. 237, which requires payment by the Developer of a Training Levy at the rate of 0.25% of the contract.</p> <p>MATERIALS ON SITE</p> <p>C. All materials for incorporation in the works must be stored on or adjacent to the site before payment is affected unless specifically exempted by the PROJECT MANAGER. This includes the materials of the Main Developer, Nominated Sub-Contractors and Nominated Suppliers.</p> <p>HOARDING</p> <p>D. The Developer shall enclose the site with hoarding with openings and gates as required. The hoarding shall be 2500mm high constructed with timbers to approval and covered with new galvanized iron corrugated sheets painted to approval</p> <p>DEVELOPER'S SUPERINTENDENCE/SITE AGENTS/PROJECT MANAGER/S</p> <p>E. The Developer shall KEEP constantly on the works a literate English speaking; site agents / site manager / site Representatives, who is competent and experienced in the kind of work involved. Who shall give his whole experience in the kind of work involved and shall give his whole time to the superintendence of the works. Such site agents / site manager / site Representatives shall receive on behalf of the Developer all directions and instructions from the Project Manager. Such directions shall be deemed to have been given to the Developer in accordance with the Conditions of Contract.</p> | | |
| | Carried to collection– GP 30 | | |

| ITEM | DESCRIPTION | KSHS | CTS |
|------|--|------|-----|
| | <u>COLLECTION</u> | | |
| | Brought Forward From - Collection GP 20 | | |
| | Brought Forward From - Collection GP 21 | | |
| | Brought Forward From - Collection GP 22 | | |
| | Brought Forward From - Collection GP 23 | | |
| | Brought Forward From - Collection GP 24 | | |
| | Brought Forward From - Collection GP 25 | | |
| | Brought Forward From - Collection GP 26 | | |
| | Brought Forward From - Collection GP 27 | | |
| | Brought Forward From - Collection GP 28 | | |
| | Brought Forward From - Collection GP 29 | | |
| | TOTAL FOR GENERAL PRELIMINARIES CARRIED TO MAIN SUMMARY | | |

5 STANDARD FORMS

8A - LETTER OF NOTIFICATION OF AWARD

Address of Contracting Authority

To: _____

RE: Tender No. _____

Tender Name _____

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

Letter of notification of award

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER