KAIMOSI FRIENDS UNIVERSITY COLLEGE (KAFUCO)

(A Constituent College of Masinde Muliro University of Science and Technology)

ADDENDUM NUNBER 3

TENDER FOR PROCUREMENT OF WORKS(PROPOSED CONSTRUCTION LIBRARY MAIN WORKS (BUILDING AND ASSOCIATED CIVIL ENGINEERING WORKS)

DATE ISSUED 14th SEPTEMBER,2021
TENDER NO: KAFUCO/LIB/006/2021-2022
TENDER NAME: PROPOSED CONSTRUCTION LIBRARY MAIN WORKS (BUILDING AND ASSOCIATED CIVIL ENGINEERING WORKS)

TENDER NO. KAFUCO/LIB/001/2021-2022

CLARIFICATION ON BOQS
NOTE:

1) The bill of quantities of the above mentioned tender were not aligned
2) The aligned bill of quantity is attached below.
3) **All the other information remains as it's.**

PART II - WORKS REQUIREMENTS

ECTION V - BILLS OF QUANTITIES

A. Notes and Sample Items for Preparing a Bill of Quantities

1. These Notes for Preparing a Bill of Quantities are intended only as information for the Procuring Entity or the person drafting the Tender Documents. Priced Bills of Quantities shall be part and parcel of the Contract Documents.

2. The objectives and purpose of the Bills of Quantities are to provide sufficient information on the specifications, descriptions and quantities of Works to be performed to enable tenders to be prepared efficiently and accurately and when a contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed. In order to attain these objectives, Works should be itemized in the Bill of Quantities insufficient detail 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 cost. Consistent with these requirements, the layout and content of the Bill of Quantities should be as simple and clear as possible.

3. The Bills of Quantities should be divided generally into the following sections:

a) Preambles
b) Preliminary items
c) Work Items
c) Daywork Schedule; and
d) Provisional items
e) Summary.

4. NOTES TO PREPARING PREAMBLES

4.1 The Preambles should include only those items that constitute the cost of the works but would not be priced separately as they are expected to be included in the unit prices. Care should be taken to ensure that these items are not are petition of the conditions of contract. The Preambles should indicate the inclusiveness of the unit prices and should state the methods of measurement that have been adopted in the preparation of the Bill of Quantities, that are to be used for the measurement of any part of the Works. The units of measurement and abbreviations should be defined and any mandatory national units defined and described. The methods of and procedure for re- measurement should be described in the Preambles.

4.2 Units of Measurement - The following units of measurement and abbreviations shall be used, unless other national units are mandatory in Kenya.

nit	Abbreviation	Unit	Abbreviation
cubic meter	m^3 *or* cu mt	millimetre	mm

4.3 The Bills of Quantities shall be read in conjunction with the Instructions to Tenders, General and Special Conditions of Contract, Technical Specifications, and Drawings.

4.4. The quantities given in the Bills of Quantities are estimated and partly provisional and are given to provide a common basis for tendering. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Architect and valued at the rates and prices tender in the priced

Bills of Quantities, where applicable, and otherwise at such rates and prices as the Architect may fix within the terms of the Contract.

4.5. The rates and prices tender in the priced Bills of Quantities shall, except in so far as it is otherwise provided under the Contract, include all Constructional Plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes, and duties, together with all general risks, liabilities, and obligations set out or implied in the Contract.

4.6. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of Items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.

4.7. The whole cost of complying with the provisions of the Contract shall be included in the Items provided in the priced Bills of Quantities, and where no Items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.

4.8. General directions and descriptions of work and materials are not necessarily repeated nor summarized in the Bills of Quantities. References to the relevant sections of the Contract documents shall be made before entering prices against each item in the priced Bills of Quantities.

4.9 Provisional Sums and contingency sums included and so designated in the Bills of Quantities shall be expended in whole or in part at the direction and discretion of the Architect in accordance with Sub-Clause13.5 and Clause 13.6 of the General Conditions of contract.

4.10 In preparing the Bills of Quantities, notes should be removed as they are intended to guide the person preparing the Tender Documents. The Contractor must allow in his rates for any costs associated with and complying with the requirements in the Preambles.

4.11 Should a tenderer/contractor not price any item in any section of the Bills of Quantities including Preliminary items, it will be assumed that he/she has spread its cost in other areas that he/she will have priced. Therefore, the item or items will be executed without any additional costs or without being treated like variations.

5. NOTES ON PREPARING BILLS OF QUANTITIES

5.1 The Preliminary Items should be limited to tangible items that should be priced by the tenderer, are identifiable and can be priced separately and included in the interim valuations precisely. Such items may include such items as site office, notice boards, and other temporary works, otherwise items such as security for the Works which are primarily part of the Contractor's obligations should be included in the Contractor's rates.

5.2 The work items in the Bills of Quantities 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 different methods of construction, or phasing of the Works, or considerations of cost. Such groups could be ground excavations, structures, external works, services, etc. General items common to all parts of the Works may be grouped as a separate section in the Bill of Quantities.

5.3 Quantities should be computed net from the Drawings, unless directed otherwise in the Contract, and no allowance should be made for bulking, shrinkage or waste. Quantities should be rounded up where appropriate.

5.4 Where the measured items a redeemed not to be exact because of the likelihood that the scope can change during the execution of the works, such items could be subject to re-measurement, the word **"provisional"** should be used to identify such cases. Where whole sections of the work items fall in this class, for example foundations, they should be labelled "Provisional Quantities" or "Provisional Items" so that the Tenderer/Contractor is advised up front that such items are subject to re-measurement to done before such work is cover-up.

5.5 All items that have not been measured and therefore not subject to tenders pricing should be listed in the Bills of Quantities as **Provisional Sums** for particular item or class of Work, which may be subject to a nominated subcontract or separate measurements at a later date during the execution of the works. For example, if it is deemed not possible to measure electrical works before going to tender because detail designs are not ready, a provisional sum can be allowed in the Bills of Quantities for "Installation of Electrical Works" to be executed later when actual design details are completed. To the extent not covered

above, there should be in the Bills of Quantities a general provision for physical and financial contingencies made as a "Provisional Sum for Contingencies" and "Provisional Sum for Fluctuations". The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises.

5.6 Provisional sums to cover specialized works normally carried out by Nominated Sub Contractors should be avoided and instead Bills of Quantities of the specialized Works should be included as a section of the main Bills of Quantities to be priced by the Main Contractor. The Main Contractor should be required to indicate the name(s) of the specialized firms he proposes to engage to carry out the specialized Works as his approved domestic sub-contractors. Only provisional sums to cover specialized Works by statutory authorities should be included in the Bills of Quantities.

5.7 A Day work Schedule should be included if the probability of unforeseen work, outside the items included in the Bill of Quantities, is relatively high. To facilitate checking by the Procuring Entity of the realism of rates quoted by the tenderers, the Day work Schedule should normally comprise:

i) A list of the various classes of labor, and materials for which basic.

ii) Day work rates and prices for various categories of labor are to be inserted by the tenderer, together with a statement of the conditions under which the Contractor will be paid for Work executed on a Day work basis.

iii) A percentage to be entered by the tenderer against each basic Day work item.

iv) Subtotal amount for labor, materials and plant representing the Contractor's profit, overheads, supervision and other charges.

5.8 The Summary should contain a tabulation of the separate parts of the Bills of Quantities carried forward, with provisional sums for Day work, Provisional sums and Contingencies, and provision for Total Costing. The last line should allow for tenderer to indicate any discounts before arriving at a total cost carried forward to the Form of Tender.

BILLS OF QUANTITIES

(a) Preambles

1. The method of measurement of completed work for payment shall be in accordance with *The Standard Method of Measurements for Building Works and Associated Civil Works for Eastern Africa (2nd edition) of 2008 prepared by The Architectural Association of Kenya (Quantity Surveyors Chapter)*

2. The Site is situated in **AT KAIMOSI FRIENDS UNIVERSITY COLLEGE, ALONG KAIMOSI - KAPSABET ROAD APPROXIMATELY 42 KILOMETERS FROM KISUMU TOWN, KAIMOSI TOWN, VIHIGA COUNTY.** It is approximately **360** Kilometers from Nairobi. Access to the site shall be through **KAIMOSI - KAPSABET ROAD.** Which is an existing public road. Any damage caused to the surfaces of this road shall be made good at the Contractor's expense. The Contractor shall visit the site and acquaint itself with its nature and position, the nature of the ground, substrata and other local conditions, positions of existing power, water and other services, access roads or any other limitations that might affect his cost or progress. No claim for extras shall be considered on account of lack of knowledge in this respect.

3. The Contractor shall obtain the Architect's approval on the siting of all temporary buildings, spoil heaps, temporary access path, and storage of materials. The Contractor shall also obtain the Architect approval and direction regarding the use of any materials found on the Site.

4. The drawings used in the preparation of these Bills of Quantities can be inspected at the offices of the Procuring Entity or Procuring Entity's Representative during normal working hours. Two sets of the Working Drawings shall be provided to the contractor but additional copies shall be provided at a cost to be determined by the Engineer.

5. The Contractor shall allow for the payment of all bank charges in connection with the procurement of Bank Guarantees and stamp charges in connection with this contract Agreement.

6. The Contractor shall carry out the various sections of the Works in such an order as the Architect May direct. The Procuring Entity reserves the right to occupy the Works by sections on completion provided that such occupation is considered to be both practical and reasonable and will not interfere with the Works. The Contractor shall allow any costs associated with such occupation.
7. The main Contractor will be fully responsible for paying his Sub-Contractor but the Procuring Entity reserves the right in very exceptional circumstances to make such payments direct in the interests of the project where the completion thereof might be jeopardized by any dispute or vicariousness between the Contractor and the Sub- Contractor involve.

8. The Contractor shall complete and deliver the Works in the period inserted in the Form of Tender as his time for completion of the Works from the date for Possession, to be agreed with the Engineer. The Contract Period is presumed to have been calculated making due allowance for seasonal inclement weather conditions. No claim for extension of time due to the normal inclement weather for this area shall be entertained.

9. The Contractor shall, upon receiving instructions to proceed with the Works, draw up a Programme and Progress Chart setting out the order in which the Works are to be carried out, with the appropriate dates thereof. This Chart shall be agreed with the Architect and no deviation from the order set out in it will be permitted without the written consent of the Engineer. The Contractor will be responsible for arranging the above programme with all his sub-Contractors and Specialties. The Contractor shall allow in his rates for carrying out this exercise, and for updating it as required.

10. The Contractor shall submit to the Architect on the first day of each week or such longer period as the Architect from time to time direct, a Progress Report and any information for the proceeding period, showing the progress during the period and the up-to-date cumulative progress on all important items of each section or portion of the Works.

11. The Contractor shall arrange for photographs of the Site to be taken by a professional photographer approved by the Engineer. The Photographs shall provide a record of the Site and adjacent are as prior to the commencement of the Works and shall cover such portion of the works in progress and completion as the Architect shall direct. All prints shall be full plate size, unmounted, and marked on the reverse side with the date of exposure, identification reference and brief description. The copyright of all photographs shall be

vested in the Procuring Entity. The negatives and four prints from each negative shall be delivered to the Architect within two weeks of exposure.

12. Figured dimensions are to be followed in preference to dimensions scaled from the Drawings, but whenever possible dimensions are to be taken on the Site or from the buildings. Before any work is commenced by Sub- Contractors or Specialist Firms, dimensions must be checked on the site comparable dimensions shown on the drawings. The Contractor shall be responsible for the accuracy of such dimensions.

13. Prior to commencement of any work the Contractor is to ascertain from the relevant Authorities the exact position, depth and level of all 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 services shall be reported immediately to the Architect and the relevant Authority and shall be made good to their satisfaction at the Contractor's expense. Where appropriate the Contractor shall open up the ground in advance of the main work by hand digging if necessary, to locate precisely the position and details of the services which are likely to affect his operations.

14. The Contractor shall include in his prices for the transport of materials, workmen, etc./, to and from the site of the proposed works, at such hours and by such route as are permitted by the Authorities.

15. The Contractor will be required to make good, at his own expense and damage he may cause to the present road surface and pavements within or beyond the boundary of the Site, during the period of the works. All existing paths, storm water channels, etc., that may be destroyed or damaged during the progress of the Works shall be reinstated by the Contractor to the satisfaction of the Engineer.

16. The Contractor is to allow for complying with all instructions and regulations of the Police Authorities.

17. All water shall be fresh, clean and pure, free from earthly, vegetable or organic matter, acid or alkaline substance in solution. The Contractor shall provide at his own risk and cost all water for use in connection with the Works, (including works of sub–contractors). If need be, he shall make arrangements with the Local Water Authority for the installation of a separate meter for all water used by him throughout the Contract and pay all cost and fees in connection therewith. He shall also provide temporary storage tanks and tubing, etc., as may be necessary, and clear away at completion.

18. The Contractor shall provide all artificial lighting and power for his own use on the Works, (including Sub – Contractor's) including all temporary connections, wiring, fittings, etc., and clearing away on completion. The Contractor shall pay all fees and obtain all permits in connection there with.

19. The Contractor shall constantly keep on the Works a Literate English-speaking Agent or Representative, competent and experienced in the kind of work involved, who shall give his whole time to the superintendence of the works. (Including works of sub – contractors). Such Agent or Representative shall receive on behalf of the Contractor directions and instruction from the Engineer, and such directions and instructions shall be deemed to be given to the contractor in accordance with the Conditions of Contract. The Agent shall not be replaced without the specific approval of the Engineer.

20. The Contractor shall ensure that the safety of his work people and all authorized visitors to the site are protected at all times. In particular, there shall be the proper provision of guard–rails to scaffolding, protection against falling materials, tools on site, dust, nail and other sharp objects. The site shall be kept tidy and clear of dangerous rubbish. The Architect shall be empowered to suspend work on site should it be considered this condition is not being observed and no claim arising from such suspension will be allowed.

21. They are as available to the Contractor for work yards, offices and other facilities shall be directed by the Architect and any existing features to remain shall be protected from damage throughout the Contract Period and handed back in good condition when they are vacated at the end of the Contract. If additional areas are required, the contractor shall source then at own cost.

22. The Contractor shall give the Architect reasonable notice of the intention to set out or take levels for any part of the Works so that arrangements may be made for checking the work. The accuracy of setting out and leveling shall be within the tolerances specified in the Specifications or on the Drawings. The checking of setting out or leveling by the Architect shall not relieve the Contractor of his duties or responsibilities under the Contract.

23. The Contractor must take steps necessary to safe guard and shall beheld fully responsible for any damage

caused to existing and adjacent property, including buildings that are not a subject of demolition. He shall make good at his own cost damage to persons and property caused there on, and he shall indemnify the Procuring Entity against any loss or claim that may arise.

24. The Contractor shall take such steps and exercise such care and diligence as to minimize nuisance arising from dust, noise or any other cause to the occupiers of the existing and adjacent property. He must provide such temporary and special screens and tarpaulins or gummy bags, hoarding, barriers, warning signs etc. as he considers necessary and sufficient for the protection of the existing and adjacent property and or prevention of nuisance etc. as directed by Engineer.

25. The Contractors attention is drawn to the standards levy order which was amended on 15th October 1998.Legal notice No.154 of 1998. The Contractor is required to pay a monthly level of 0.2% of his factory price of construction works with effect from January 1999. Tenderer shall allow for this in the build-upo f his rates.

26. The Contractor shall provide temporary sheds, offices mess rooms, sanitary, accommodation and other temporary buildings for the use of the contractor and sub-contractors, including lighting furniture equipment and attendance.

27. Contractor shall provide/build labor camp sat areas to be agreed with the Engineer. Labor camps shall be complete with sanitary accommodation and fencing gates.

28. The Contractor must provide the necessary toilet facilities to the requirement and satisfaction of the Health Authorities and maintain the same in a thoroughly clean and sanitary condition and pay all conservancy fees during the period of the Works and remove when no longer required.

29. The Contractor shall provide at his own risk and cost all watching and lighting as necessary to safeguard the Works, Plant and materials against damage and theft.

30. The Contractor shall provide all necessary hoists, tackle, plant, equipment, vehicles, tools and appliances of every description for the due and satisfactory completion of the Works and shall remove the same on completion. All such plant, tools and equipment shall comply with all regulations in force throughout the period of the Contract and shall be altered or adopted during the Contract period as may be necessary to comply with any amendments in or additions to such regulations.

31. Provide, erect and maintain all necessary scaffolding, sufficiently strong and efficient for the due performance of the works, including Sub-Contract Works, provide special scaffolding as required by Sub-Contractors, alter and adopt all scaffolding as and when required during the Works, and remove on completion. No scaffolding is measured here in after and the Contractor must allow in his rates for this.

32. The Contractor shall take all necessary precautions such as temporary fencing, hoarding fans, planked footways, guard–rails gantries screen, etc., for the safe custody of the Works, materials and public protection and adjacent properties.

33. Cover up all and protect from damage, including damage from inclement weather, all finished work and unfixed materials, including that of Sub-Contractors, etc., to the satisfaction of the Architect until the completion of the Contract.

34. The Contractor shall, after completion of the works, at his own expense, remove and clear away all surplus excavated demolition materials, plant, rubbish and unused materials and shall leave the whole of the Site and Works in a clean and tidy state to the satisfaction of the Engineer, sheds, camps, etc. Particular care shall be taken to leave clean all floors and windows and tore move all paint and cement all rubbish and dirt as it accumulates. The Contractor is to find his own dump and shall pay all charges in connection there with.

35. Concrete test cubes shall be prepared in a set of three, as described including testing fees, labor and materials, making molds, transport, handling, etc. Allow in your rates for making at least four cubes on each occasion, from different batches; the concrete being taken from the point of deposit.

36. The Contractors hall furnish at the earliest possible opportunity before work commences, and at his own cost, any samples of materials and workmanship that may be called for by the Architect for the approval or rejection, and any further samples in the case of rejection, until such samples are approved by the Engineer. Such samples, when approved, shall be the minimum standard for the work to which they apply. The procedure for submitting samples of materials for testing or approval and the method of marking for

identification shall be as laid down by the Engineer. The Contractor shall allow in his Tender for such samples and tests, including those in connection with his Sub-Contractors work.

37. The Contractors attention is drawn to the Finance Bill of the year 2000/2001 on withholding tax on contractual payment section 35(7)(i)(ii) which became effective on 1st July 2000. A 3% withholding tax will be applicable to all interim payments exceeding Kshs……..……. for work done in respect of building or civil works. The contractor shall allow for any costs arising resulting there from in the build-up of rates.

38. Blasting will only be allowed with the express permission of the Architect in writing. All blasting operations shall be carried out at the Contractor's sole risk and cost, in accordance with any Government regulations in force for the time being, and any special regulations laid down by the Architect governing the use and storage of explosives.

39. The National Construction Authority is a state corporation established under the national construction authority Act No.14 of 2011. The broad Mandate of the Authority is to oversee the construction industry and coordinate its development. The National Construction Authority Regulations 2014 with an effective date of 6thJune 2014, regulation 25, - Allow 0.5% of the tender sum/contract sum for construction levy.

40. The Contractor attention is drawn to Finance Bill of 1993 where VAT was introduced in all contracts for construction services. The tenderer is also drawn to VAT Act Cap 476 clause 19(9). The tenderer must allow for VAT1.19 as instructed elsewhere.

41. The contractor shall allow and pay for all insurance to cover risks and indemnities required Items 17 and 18 of the Conditions of contract and also specified in the Special Conditions of Contract.

BILL NO. 1 - PRELIMINARY ITEMS

ITEM No.	DESCRIPTION	AMOUNT
1.	The Contractor shall provide, or erect and maintain an approved lock-up office for the sole use of the Architect and his own site staff. The office, which will have a total floor area of not less than..... square metres, will be divided into two separate interconnected offices. Services to be provided shall include a telephone, water sanitary and electrical supply and drainage. The offices shall be supplied with furniture and equipment that shall include: 4 No. desks with chairs; 1 No. large table with sufficient number of chairs; drawing table along the full length of one side with plan drawers and drawing stools: 4 No. waste paper baskets: sufficient number of pin boards: and any additional furniture and fittings as may reasonably be required during the Contract period. The Contractor shall provide the Architect and site staff with computer sets or laptops, printers and telephones all that are necessary for project use. The office furniture and equipment shall all be to the approval of the Engineer. The Contractor shall also provide all labor, equipment and consumable stores equipment throughout the currency of the contract.	
2	[OPTIONAL] Contractor shall provide a house for Engineers site agent, which shall be one bedroomed temporary house with a sitting room, toilet, bathroom and a kitchen complete with electrical and sanitary installations and provide maintenance and paying of bills of water and electricity up to and including end of the contract period.	
3	Provide a signboard notless than_____square meters in size of a design type, and with lettering and coloring and in a position approved by the Engineer. The signboard shall be for the display of the Main Contractor's name and the names of all his Sub-Contractors, with the Procuring Entity's name painted thereon. All Consultants names be printed in letters not exceeding 50 mm high. No other signboard or advertising shall be allowed. The signboard shall be fully maintained during the Contract Period and shall be pulled down and removed at the end of the contract.	
4	Add others (if any)	
5		
6		
	TOTAL CARRIED TO GRAND SUMMARY	

BILL NO. 2: WORK ITEMS

(organized appropriately into work sections, such as foundations, walls/structure, finishes, doors and windows, mechanical installations. etc.

Bill No 2 - *(Name of Section e.g. Foundations).*

Item No.	*Description*	*Unit*	*Quantity*	*Rate*	*Amount*
Total for Bill No. 2 (carried forward to Summary, p.____)					

Bill No. 3: Schedule of Daywork Rates - Labor

Item no.	*Description*	*Unit*	*Nominal quantity*	*Rate*	*Amount*
	Subtotal				
	Allow ____ percent[a] of Subtotal for Contractor's overhead, profit, etc., in accordance with paragraph 3 (b) above.				
	Total for Daywork (carried forward to Daywork Summary, p. ___)				

a. To be entered by the Tenderer.

Bill No. 4: Schedule of Daywork Rates - Materials

Item no.	*Description*	*Unit*	*Nominal quantity*	*Rate*	*Extended amount*
	Subtotal				
	Allow.....Percenta of Subtotal for Contractor's overhead, profit, etc., in accordance with paragraph 3 (b) above				

a. To be entered by theTenderer.

Bill No. 5: Schedule of Daywork Rates - Contractor's Equipment

Item no.	*Description*	*Nominal quantity (hours)*	*Basic hourly rental rate*	*Extended amount*
	Allow ____ percent[a] of Subtotal for Contractor's overhead, profit, etc., in accordance with paragraph 5 above.			
Total for Daywork Contractor's Equipment (carried forward to Daywork Summary, p. _____)				

a. To be entered by the Tenderer.

Bill No. 6: Daywork Summary

	Amount[a]	*% Foreign*	*Currency*
1. Total for Daywork Labor			
2. Total for Daywork Materials			
3. Total for Daywork Contractor's Equipment			
Total for Daywork (Provisional Sum) (carried forward to Summary of Bills of Quantities, p. _____)			

Bill No. 7: Provisional Sums

Billno.	*Itemno.*	*Description*	*Amount*
1			
2			
3			
4			
etc.			
Total for Specified Provisional Sums (carried forward to Grand Summary			

GRAND SUMMARY

SUMMARY ITEMS	*Page*	*Amount*
Bill No.1: Preliminary Items		
Bill No.2: Work Items		
Bill No 3: Daywork Summary		
Bill No 4: Provisional Sums		
Subtotal of Bills No 1-4		
Allow for any Discounts[i]		
TOTAL TENDER PRICE Carried forward to Form of Tender		

(i) If a percentage used, it should be indicated on which Bill No. items but on Bill No.4 – Provisional Sums.

SECTION VI - SPECIFICATIONS

Notes for preparing Specifications

1. Specifications must be drafted to present a clear and precise statement of the required standards of materials, and workmanship for tenderers to respond realistically and competitively to the requirements of the Procuring Entity and ensure responsiveness of tenders. The Specifications should require that all materials, plant, and other supplies to be permanently incorporated in the Works be new, unused, of the most recent or current models, and incorporating all recent improvements in design and materials unless provided otherwise in the Contract. Where the Contractor is responsible for the design of any part of the permanent Works, the extent of his obligations must be stated.

2. Specifications from previous similar projects are useful and may not be necessary to re-write specifications for every Works Contract.

3. There are considerable advantages in standardizing **General Specifications** for repetitive Works in recognized public sectors, such as high ways, urban housing, irrigation and water supply. The General Specifications should cover all classes of workmanship, materials and equipment commonly involved in constructions, although not necessarily to be used in a particular works contract. Deletions or addenda should then adapt the General Specifications to the particular Works.

4. Care must be taken in drafting Specifications to ensure they are not restrictive. In the Specifications of standards for materials, plant and workmanship, existing Kenya Standards should be used as much as possible, otherwise recognized international standards may also be used.

5. The Procuring Entity should decide whether technical solutions to specified parts of the Works are to be permitted. Alternatives are appropriate in cases where obvious (and potentially less costly) alternatives are possible to the technical solutions indicated in tender documents for certain elements of the Works, taking into consideration the comparative specialized advantage of potential tenderers.

6. The Procuring Entity should provide a description of the selected parts of the Works with appropriate reference to Drawings, Specifications, Bills of Quantities, and Design or Performance criteria, stating that the alternative solutions shall be at least structurally and functionally equivalent to the basic design parameters and Specifications.

7. Such alternative solutions shall be accompanied by all information necessary for a complete evaluation by the Procuring Entity, including drawings, design calculations, technical specifications, breakdown of prices, proposed construction methodology, and other relevant details. Technical alternatives permitted in this manner shall be considered by the Procuring Entity each on its own merits and independently of whether the tenderer has priced the item as described in the Procuring Entity's design included with the tender documents.

SECTION VII - DRAWINGS

Note A list of drawings should be inserted here. The actual drawings including Site plans should be annexed in a separate booklet.

PART III - THE CONDITIONS OF CONTRACT AND CONTRACT

SECTION VIII - GENERAL CONDITIONS OF CONTRACT (GCC)

KAIMOSI FRIENDS UNIVERSITY COLLEGE (KAFUCO)

PROPOSED CONSTRUCTION OF LIBRARY AT KAIMOSI FRIENDS UNIVERSITY COLLEGE

ARCHITECT: CHIEF ARCHITECT, STATE DEPARTMENT FOR PUBLIC WORKS
P.O.BOX 30743-00100, NAIROBI

General Conditions of Contract

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1. GENERALPROVISIONS

1.1 Definitions

In this Contract, except where context otherwise requires, the following terms shall be interpreted as indicated below. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.

"Accepted Contract Amount" means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.

"Base Date" means a date 30 day prior to the submission of tenders.

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

"Completion Date" means the date of completion of the Works as certified by the Engineer.

"Contract Price" means the price defined in the contract and thereafter as adjusted in accordance with the provisions of the Contract.

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

"Contractor's Documents" means the calculations, computer programs and other software, progress reports, drawings, manuals, models and other documents of a technical nature (if any) supplied by the Contractor under the Contract.

"Contractor's Equipment" means all apparatus, machinery, vehicles and other things required for the execution and completion of the Works and the remedying of any defects. However, Contractor's Equipment excludes Temporary Works, Procuring Entity's Equipment (if any), Plant, Materials and any other things intended to form or forming part of the Permanent Works.

"Contractor's Personnel" means the Contractor's Representative and all personnel whom the Contractor utilizes on Site, who may include the staff, labor and other employees of the Contractor and of each Subcontractor; and any other personnel assisting the Contractor in the execution of the Works.

"Contractor's Representative" means the person named by the Contractor in the Contractor appointed from time to time by the Contractor who acts on behalf of the Contractor.

"Contractor" means the person(s) named as contractor in the Form of Tender accepted by the Procuring Entity.

"Cost" means expenditure reasonably incurred (or to be incurred) by the Contractor, whether on or off the Site, including overhead and similar charges, but does not include profit.

"Day" means a calendar day and **"year"** means 365 days.

"Day works" means Work inputs subject to payment on a time basis for labour and the associated materials and plant.

"Defect" means any part of the Works not completed in accordance with the Contract.

"Defects Liability Certificate" means the certificate issued by Architect upon correction of defects by the Contractor.

"Defects Liability Period" means the period named in the Special Conditions of Contract and calculated from the Completion Date, within which the contractor is liable for any defects that may develop in the handed over works.

"Defects Notification Period" means the period for notifying defects in the Works or a Section (as the case may be) under Sub-Clause 11.1 [Completion of Outstanding Work and Remedying Defects], which extends over the days stated in the Special Conditions of Contract.

"Drawings" means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Procuring Entity in accordance with the Contract.

"Final Payment Certificate" means the payment certificate issued under Sub-Clause 14.13 [Issue of Final Payment Certificate].

"Final Statement" means the statement defined in Sub-Clause 14.11 [Application for Final Payment Certificate].

"Force Majeure" is defined in Clause19 [Force Majeure].

"Foreign Currency" means a currency of another country (not Kenya) in which part (or all) of the Contract Price is payable, but not the Local Currency.

"Goods" means Contractor's Equipment, Materials, Plant and Temporary Works, or any of them as appropriate.

"Interim Payment Certificate" means a payment certificate issued under Clause 14 [Contract Price and Payment], other than the Final Payment Certificate.

"Laws" means all national legislation, statutes, ordinances, and regulations and by-laws of any legally constituted public authority.

"Letter of Acceptance" means the letter of formal acceptance of a tender, signed by Procuring Entity, including any annexed memoranda comprising agreements between and signed by both Parties.

"Local Currency" means the currency of Kenya.

"Materials" means things of all kinds (other than Plant) intended to form or forming part of the Permanent Works, including the supply-only materials (if any) to be supplied by the Contractor under the Contract.

"Notice of Dissatisfaction" means the notice given by either Party to the other under Sub-Clause 20.3 indicating its dissatisfaction and intention to commence arbitration.

"Special Conditions of Contract" means the pages completed by the Procuring Entity entitled Special Conditions of Contract which constitute Part A of the Special Conditions.

"Party" means the Procuring Entity or the Contractor, as the context requires.

"Payment Certificate" means a payment certificate issued under Clause 14 [Contract Price and Payment].

"Performance Certificate" means the certificate issued under Sub-Clause 11.9 [Performance Certificate].

"Performance Security" means the security (or securities, if any) under Sub-Clause 4.2 [Performance Security].

"Permanent Works" means the permanent works to be executed by the Contractor under the Contract.

"Plant" means the apparatus, machinery and other equipment intended to form or forming part of the Permanent Works, including vehicles purchased for the Procuring Entity and relating to the construction or operation of the Works.

"Procuring Entity's Equipment" means the apparatus, machinery and vehicles (if any) made available by the

Procuring Entity for the use of the Contract or in the execution of the Works, as stated in the Specification; but does not include Plant which has not been taken over by the Procuring Entity.

"Procuring Entity's Personnel" means the Engineer, the Engineer, the assistants and all other staff, labor and other employees of the Architect and of the Procuring Entity; and any other personnel notified to the Contractor, by the Procuring Entity or the Engineer, as Procuring Entity's Personnel.

"Procuring Entity" means the Entity named in the Special Conditions of Contract.

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

"Engineer" means the person appointed by the Procuring Entity to act as the Architect for the purposes of the Contract and named in the Special Conditions of Contract, or other person appointed from time to time by the Procuring Entity and notified to the Contractor

"Provisional Sum" means a sum (if any) which is specified in the Contract as a provisional sum, for the execution of any part of the Works or for the supply of Plant, Materials or services under Sub-Clause 13.5 [Provisional Sums].

"Retention Money" means the accumulated retention moneys which the Procuring Entity retains under Sub-Clause 14.3 [Application for Interim Payment Certificates] and pays under Sub-Clause 14.9 [Payment of Retention Money].

"Schedules" means the document(s) entitled schedules, completed by the Contractor and submitted with the Form of Tender, as included in the Contract.

"Section" means a part of the Works specified in the Special Conditions of Contract as a Section (if any)

"Site Investigation Reports" are those reports that may be included in the tendering documents which a ref actual and interpretative about the surface and sub-surface condition sat the Site.

"Site" means the places where the Permanent Works are to be executed, including storage and working areas, and to which Plant and Materials are to be delivered, and any other places as may be specified in the Contract as forming part of the Site.

"Specification" means the document entitled specification, as included in the Contract, and any additions and modifications to the specification in accordance with the Contract. Such document specifies the Works.

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

"Statement" means a statement submitted by the Contractor as part of an application, under Clause 14 [Contract Price and Payment], for a payment certificate.

"Subcontractor" means any person named in the Contract as a subcontractor, or any person appointed as a subcontractor, for a part of the Works.

"Taking-Over Certificate" means a certificate issued under Clause 10 [Procuring Entity's Taking Over].

"Temporary Works" means all temporary works of every kind (other than Contractor's Equipment) required on Site for the execution and completion of the Permanent Works and the remedying of any defects.

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

"Tender" means the Form of Tender and all other documents which the Contractor submitted with the Form of Tender, as included in the Contract.

"Tests after Completion" means the tests (if any) which are specified in the Contract and which are carried out in

accordance with the Specification after the Works or a Section (as the case may be) are taken over by the Procuring Entity.

"Tests on Completion" means the tests which are specified in the Contractor agreed by both Parties or instructed as a Variation, and which are carried out under Clause 9 [Tests on Completion] before the Works or a Section (as the case may be) are taken over by the Procuring Entity.

"Time for Completion" means the time for completing the Works or a Section (as the case may be) as stated in the Special Conditions of Contract (with any extension calculated from the Commencement Date.

"Unforeseeable" means not reasonably foreseeable by an experienced contractor by the Base Date.

"Variation" means any change to the Works, which is instructed or approved as a variation under Clause 13 [Variations and Adjustments].

"Works" means the items the Procuring Entity requires the Contractor to undertake as defined in the Appendix to Conditions of Contract. **"Works" may** also mean the Permanent Works and the Temporary Works, or either of them as appropriate.

1.2 Interpretation

In the Contract, except where the context requires otherwise:

a) Words indicating one gender include all genders;
b) words indicating the singular also include the plural and words indicating the plural also include the singular;
c) provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing;
d) "written" or "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record; and

The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.

1.3 Communications

1.3.1 Wherever these Conditions provide for the giving or issuing of approvals, certificates, consents, determinations, notices, requests and discharges, these communications shall be:

a) In writing and delivered by hand (against receipt), sent by mail or courier, or transmitted using any of the agreed systems of electronic transmission as stated in the Special Conditions of Contract; and
b) delivered, sent or transmitted to the address for the recipient's communications as stated in the Special Conditions of Contract. However:

   i) if the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and
   ii) if the recipient has not stated otherwise when requesting an approval or consent, it may be sent to the address from which the request was issued.

1.3.2 Approvals, certificates, consents and determinations shall not be unreasonably withheld or delayed. When a certificate is issued to a Party, the certifier shall send a copy to the other Party. When a notice is issued to a Party, by the other Party or the Engineer, a copy shall be sent to the Architect or the other Party, as the case may be.

1.4 Law and Language

1.4.1 The Contract shall be governed by the laws of **Kenya.**

1.4.2 The ruling language of the Contract shall be **English.**

1.5 Priority of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

a) The Contract Agreement,
b) The Letter of Acceptance,
c) The Special Conditions – Part A,
d) the Special Conditions – Part B
e) the General Conditions of Contract
f) the Form of Tender,
g) the Specifications and Bills of Quantities
h) the Drawings, and
i) the Schedules and any other documents forming part of the Contract.

If an ambiguity or discrepancy is found in the documents, the Architect shall issue any necessary clarification or instruction.

1.6 Contract Agreement

The Parties shall enter into a Contract Agreement within 14 days after the Contractor receives the Contract Agreement, unless the Special Conditions establish otherwise. The Contract Agreement shall be based upon the form annexed to the Special Conditions. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Procuring Entity.

1.7 Assignment

The Contractor shall not assign the whole or any part of the Contract or any benefit or interest in or under the Contract. However, the contractor:

a) May as sign the whole or any part with the prior consent of the Procuring Entity, and
b) may, as security in favor of a bank or financial institution, assign its right to moneys due, or to become due, under the Contract.

1.8 Care and Supply of Documents

1.8.1 The Specifications and Drawings shall be in the custody and care of the Procuring Entity. Unless otherwise stated in the Contract, two copies of the Contract and of each subsequent Drawings and Bills of Quantities shall be supplied to the Contractor, who may make or request further copies at the cost of the Contractor.

1.8.2 Each of the Contractor's Documents shall be in the custody and care of the Contractor, unless and until taken over by the Procuring Entity. Unless otherwise stated in the Contract, the Contractor shall supply to the Architect two copies of each of the Contractor's Documents.

1.8.3 The Contractor shall keep, on the Site, a copy of the Contract, publications named in the Specification, the Contractor's Documents (if any), the Drawings and Variations and other communications given under the Contract. The Procuring Entity's Personnel shall have the right of access to all these documents at all reasonable times.

1.8.4 If a Party becomes aware of an error or defect in a document which was prepared for use in executing the Works, the Party shall promptly give notice to the other Party of such error or defect.

1.9 Timely provision of Drawings or Instructions

1.9.1 The Contractor shall give notice to the Architect whenever the Works are likely to be delayed or disrupted if any necessary drawing or instruction is not issued to the Contractor within a particular time, which shall be reasonable. The notice shall include details of the necessary drawing or instruction, details of why and by when it should be issued, and the nature and amount of the delay or disruption likely to be suffered if it is late.

1.9.2 If the Contractor suffers delay and/or incurs Cost as a result of a failure of the Architect to issue the notified drawing or instruction within a time which is reasonable and is specified in the notice with supporting details, the Contractor shall give a further notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and

b) payment of any other associated costs accrued, which shall be included in the Contract Price.

1.9.3 After receiving this further notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

1.9.4 However, if and to the extent that the Architect failure was caused by any error or delay by the Contractor, including an error in, or delay in the submission of, any of the Contractor's Documents, the Contractor shall not be entitled to such extension of time, or costs accrued.

1.10 Procuring Entity's Use of Contractor's Documents

1.10.1 As agreed between the Parties, the Contractor shall retain the copyright and other intellectual property rights in the Contractor's Documents and other design documents made by (or on behalf of) the Contractor.

1.10.2 The Contractor shall be deemed (by signing the Contract) to give to the Procuring Entity a non-terminable transferable non-exclusive royalty-free license to copy, use and communicate the Contractor's Documents, including making and using modifications of them. This license shall:

a) apply throughout the actual or intended working life (whichever is longer) of the relevant parts of the Works,
b) entitle any person in proper possession of the relevant part of the Works to copy, use and communicate the Contractor's Documents for the purposes of completing, operating, maintaining, altering, adjusting, repairing and demolishing the Works, and
c) in the case of Contractor's Documents which are in the form of computer programs and other software, permit their use on any computer on the Site and other places as envisaged by the Contract, including replacements of any computers supplied by the Contractor.

1.10.3 The Contractor's Documents and other design documents made by (or on behalf of) the Contractor shall not, without the Contractor's consent, be used, copied or communicated to a third party by (or on behalf of) the Procuring Entity for purposes other than those permitted under Sub-Clause 1.10.2.

1.11 Contractor's Use of Procuring Entity's Documents

As agreed between the Parties, the Procuring Entity shall retain the copyright and other intellectual property rights in the Specification, the Drawings and other documents made by (or on behalf of) the Procuring Entity. The Contractor may, at his cost, copy, use, and obtain communication of these documents for the purposes of the Contract. They shall not, without the Procuring Entity's consent, be copied, used or communicated to a third party by the Contractor, except as necessary for the purposes of the Contract.

1.12 Confidential Details

1.12.1 The Contractor's and the Procuring Entity's Personnel shall ensure confidentiality at all times. The confidentiality shall survive termination or completion of the contract. They shall disclose all such confidential and other information as may be reasonably required in order to verify compliance with the Contract and allow its proper implementation.

1.12.2 The Contractor's and the Procuring Entity's Personnel shall also treat the details of the Contract as private and confidential, except to the extent necessary to carry out their respective obligations under the Contract or to comply with applicable Laws. Each of them shall not publish or disclose any particulars of the Works prepared by the other Party without the previous agreement of the other Party. However, the Contractor shall be permitted to disclose any publicly available information, or information otherwise required to establish his qualifications to compete for other projects.

1.13 Compliance with Laws

The Contractor shall, in performing the Contract, comply with applicable Laws. Unless otherwise stated in the Special Conditions of Contract:

a) The Procuring Entity shall have obtained (or shall obtain) the planning, zoning, building permitor

similar permission for the Permanent Works, and any other permissions described in the Specifications as having been (or to be) obtained by the Procuring Entity; and the Procuring Entity shall indemnify and hold the Contractor harmless against and from the consequences of any failure to do so; and

b) the Contractor shall give all notices, pay all taxes, duties and fees, and obtain all permits, licenses and approvals, as required by the Laws in relation to the execution and completion of the Works and the remedying of any defects; and the Contractor shall indemnify and hold the Procuring Entity harmless against and from the consequences of any failure to do so, unless the Contractor is impeded to accomplish these actions and shows evidence of its diligence.

1.14 Joint and Several Liability

If the Contractor constitutes (under applicable Laws) a joint venture, consortium or other unincorporated grouping of two or more persons:

a) These persons shall be deemed to be jointly and severally liable to the Procuring Entity for the performance of the Contract;
b) these persons shall notify the Procuring Entity of their leader who shall have authority to bind the Contractor and each of these persons; and
c) the Contractor shall not alter its composition or legal status without the prior consent of the Procuring Entity.

1.15 Inspections and Audit by the Procuring Entity

Pursuant to paragraph 2.2(e). of Appendix B to the General Conditions, the Contractor shall permit and shall cause its subcontractors and sub-consultants to permit, the Public Procurement Regulatory Authority, Procuring Entity and/or persons appointed or designated by the Government of Kenya to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Procuring Entity if requested by the Procuring Entity. The Contractor's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 15.6 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise ofthe Procuring Entity's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of in eligibility pursuant to the Procuring Entity's prevailing sanctions procedures).

2 THE PROCURING ENTITY

21 Right of Access to the Site

21.1 The Procuring Entity shall give the Contractor right of access to, and possession of, all parts of the Site within the time (or times) stated in the **Special Conditions of Contract.** The right and possession may not be exclusive to the Contractor. If, under the Contract, the Procuring Entity is required to give (to the Contractor) possession of any foundation, structure, plant or means of access, the Procuring Entity shall do so in the time and manner stated in the Specification. However, the Procuring Entity may withhold any such right or possession until the Performance Security has been received.

21.2 If no such time is stated in the Special Conditions of Contract, the Procuring Entity shall give the Contractor right of access to, and possession of, the Site within such times as required to enable the Contractor to proceed without disruption in accordance with the programme submitted under Sub-Clause 8.3 [Programme].

21.3 If the Contractor suffers delay and/or incurs Cost as a result of a failure by the Procuring Entity to give any such right or possession within such time, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:
a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
b) payment of any such Cost-plus profit, which shall be included in the Contract Price.

21.4 After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

2.1.5 However, if and to the extent that the Procuring Entity's failure was caused by any error or delay by the Contractor, including an error in, or delay in the submission of, any of the Contractor's Documents, the Contractor shall not be entitled to such extension of time, Cost or profit.

2.2 Permits, Licenses or Approvals

2.2.1 The Procuring Entity shall provide, at the request of the Contractor, such reasonable assistance as to allow the Contractor to obtain properly:

a) Copies of the Laws of Kenya which are relevant to the Contract but are not readily available, and
b) any permits, licenses or approvals required by the Laws of Kenya:

i) which the Contractor is required to obtain under Sub-Clause 1.13 [Compliance with Laws],
ii) for the delivery of Goods, including clearance through customs, and
iii) for the export of Contractor's Equipment when it is removed from the Site.

2.3 Procuring Entity's Personnel

The Procuring Entity shall be responsible for ensuring that the Procuring Entity's Personnel and the Procuring Entity's other contractor son the Site:

a) co-operate with the Contractor's efforts under Sub-Clause 4.6 [Co-operation], and

b) take actions similar to those which the Contractor is required to take under sub-paragraphs (a), (b) and (c) of Sub-Clause 4.8 [Safety Procedures] and under Sub-Clause 4.18 [Protection of the Environment].

2.4 Procuring Entity's Financial Arrangements

The Procuring Entity shall make and maintain all necessary financial arrangements which will enable the Procuring Entity to pay the Contract Price punctually (as estimated at that time) in accordance with Clause14 [Contract Price and Payment].

3. THE ENGINEER

3.1 Architect Duties and Authority

3.1.1 The Procuring Entity shall appoint the Architect who shall carry out the duties as signed to him in the Contract. The Architect staff shall include suitably qualified Assistants and other professionals who are competent to carry out these duties. The Architect Name and Address shall be provided in the **Special Conditions of Contract.**

3.1.2 The Architect shall have no authority to amend the Contract.

3.1.3 The Architect May exercise the authority attributable to the Architect as specified in or necessarily to be implied from the Contract. If the Architect is required to obtain the approval of the Procuring Entity before exercising a specified authority, the requirements shall be as stated in the S**pecial Conditions of Contract**. The Procuring Entity shall promptly inform the Contractor of any change to the authority attributed to the Engineer.

3.1.4 However, whenever the Architect exercises a specified authority for which the Procuring Entity's approval is required, then (for the purposes of the Contract) the contractor shall require the Architect to provide evidence of such approval before complying with the instruction.

3.1.5 Except as otherwise stated in these Conditions:

a) Whenever carrying out duties or exercising authority, specified in or implied by the Contract, the Architect shall be deemed to act for the Procuring Entity;
b) the Architect has no authority to relieve either Party of any duties, obligations or responsibilities under the Contract;
c) any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by the Architect (including absence of disapproval) shall not relieve the

Contractor from any responsibility he has under the Contract, including responsibility for errors, omissions, discrepancies and non-compliances; and

d) any act by the Architect in response to a Contractor's request shall be notified in writing to the Contractor within 14 days of receipt.

3.1.6 The following provisions shall apply:

The Architect shall obtain the specific approval of the Procuring Entity before taking action under the-following Sub-Clauses of these Conditions:

a) Sub-Clause 4.12: agreeing or determining an extension of time and/or additional cost.

b) Sub-Clause 13.1: instructing a Variation, except;

i) In an emergency situation as determined by the Engineer, or

ii) If such a Variation would increase the Accepted Contract Amount by less than the percentage specified in the **Special Conditions of Contract.**

c) Sub-Clause 13.3: Approving a proposal for Variation submitted by the Contractor in accordance with Sub Clause 13.1 or 13.2.

d) Sub-Clause13.4: Specifying the amount payable in each of the applicable three currencies.

3.1.7 Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibility under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forth with comply, despite the absence of approval of the Procuring Entity, with any such instruction of the Engineer. The Architect shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 13 and shall notify the Contractor accordingly, with a copy to the Procuring Entity.

3.2 Delegation by the Engineer

3.2.1 The Architect may from time to time assign duties and delegate authority to assistants and may also revoke such assignment or delegation. These assistants may include a resident Engineer, and/or independent inspectors appointed to inspect and/ or test items of Plant and/or Materials. The assignment, delegation or revocation shall be in writing and shall not take effect until copies have been received by both Parties. However, unless otherwise agreed by both Parties, the Architect shall not delegate the authority to determine any matter in accordance with Sub-Clause 3.5 [Determinations].

3.2.2 Each assistant, to whom duties have been assigned or authority has been delegated, shall only be authorized to issue instructions to the Contractor to the extent defined by the delegation. Any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by an assistant, in accordance with the delegation, shall have the same effect as though the act had been an act of the Engineer. However:

a) Any failure to disapprove any work, Plant or Materials shall not constitute approval, and shall therefore not prejudice the right of the Architect to reject the work, Plant or Materials;

b) If the Contractor questions any determination or instruction of an assistant, the Contractor may refer the matter to the Engineer, who shall promptly confirm, reverse or vary the determination or instruction.

3.3 Instructions of the Engineer

3.3.1 The Architect may issue to the Contractor (at any time) instructions and additional or modified Drawings which may be necessary for the execution of the Works and the remedying of any defects, all in accordance with the Contract. The Contractor shall only take instructions from the Engineer, or from an assistant to whom the appropriate authority has been delegated under Clause 3.2.1.

3.3.2 The Contractor shall comply with the instructions given by the Architect or delegated assistant, on any matter related to the Contract. Whenever practicable, their instructions shall be given in writing. If the Architect or a delegated assistant:

a) Gives an oral instruction,

b) receives a written confirmation of the instruction, from (or on behalf of) the Contractor, within two working days after giving the instruction, and

c) does not reply by issuing a written rejection and/or instruction within two working days after receiving the confirmation,

Then the confirmation shall constitute the written instruction of the Architect or delegated assistant (as the case may be).

3.4 Replacement of the Engineer

If the Procuring Entity intends to replace the Engineer, the Procuring Entity shall, in not less than 21 days before the intended date of replacement, give notice to the Contractor of the name, address and relevant experience of the intended person to replace the Engineer.

3.5 Determinations

3.5.1 Whenever these Conditions provide that the Architect shall proceed in accordance with this Sub-Clause3.5 to agree or determine any matter, the Architect shall consult with each Party in an endeavor to reach agreement. If agreement is not achieved, the Architect shall make a fair determination in accordance with the Contract, taking due regard of all relevant circumstances.

3.5.1 The Architect shall give notice to both Parties of each agree mentor determination, with supporting particulars, within 30 days from the receipt of the corresponding claim or request except when otherwise specified. Each Party shall give effect to each agreement or determination unless and until revised under Clause 20 [Claims, Disputes and Arbitration].

4 THE CONTRACTOR

4.1 Contractor's General Obligations

4.1.1 The Contractor shall design (to the extent specified in the Contract), execute and complete the Works in accordance with the Contract and with the Architect instructions, ands hall remedy any defects in the Works.

4.1.2 The Contractor shall provide the Plant and Contractor's Documents specified in the Contract, and all Contractor's Personnel, Goods, consumables and other things and services, whether of a temporary or permanent nature, required in and for this design, execution, completion and remedying of defects.

4.1.3 All equipment, material, and services to be incorporated in or required for the Works shall have their origin in any eligible source country.

4.1.4 The Contractor shall be responsible for the adequacy, stability and safety of all Site operations and of all methods of construction. Except to the extent specified in the Contract, the Contractor (i) shall be responsible for all Contractor's Documents, Temporary Works, and such design of each item of Plant and Materials as is required for the item to be in accordance with the Contract, and (ii) shall not otherwise be responsible for the designor specification of the Permanent Works.

4.1.5 The Contractor shall, whenever required by the Engineer, submit details of the arrangements and methods which the Contractor proposes to adopt for the execution of the Works. No significant alteration to these arrangements and methods shall be made without this having previously been notified to the Engineer.

4.1.6 If the Contract specifies that the Contractor shall design any part of the Permanent Works, then unless otherwise stated in the Special Conditions:

a) The Contractor shall submit to the Architect the Contractor's Documents for this part in accordance with the procedures specified in the Contract;

b) these Contractor's Documents shall be in accordance with the Specification and Drawings, shall be written in the language for communications defined in Sub-Clause 1.4 [Law and Language], and shall include additional information required by the Architect to add to the Drawings for co-ordination of each Party's designs;

c) the Contractor shall be responsible for this part and it shall, when the Works are completed, befit for such purposes for which the part is intended as are specified in the Contract; and

d) prior to the commencement of the Tests on Completion, the Contractor shall submit to the Architect the "as-built" documents and, if applicable, operation and maintenance manuals in accordance with the Specification and in sufficient detail for the Procuring Entity to operate, maintain, dismantle, reassemble, adjust and repair this part of the Works. Such part shall not be considered to be completed for the purposes of taking-over under Sub-Clause 10.1 [Taking Over of the Works and Sections] until these documents and manuals have been submitted to the Engineer.

4.2 Performance Security

4.2.1 The Contractor shall obtain (at his cost) a Performance Security for proper performance, in the amount stated in the **Special Conditions of Contract** and denominated in the currency (ies) of the Contract or in a freely convertible currency acceptable to the Procuring Entity. If an amount is not stated in the Special Conditions of Contract, this Sub-Clause shall not apply.

4.2.2 The Contractor shall deliver the Performance Security to the Procuring Entity within 30 days after receiving the Notification of Award and shall send a copy to the Engineer. The Performance Security shall be issued by a reputable bank selected by the Contractor and shall be in the form annexed to the Special Conditions, as stipulated by the Procuring Entity in the Special Conditions of Contract, or in another form approved by the Procuring Entity.

4.2.3 The Contractor shall ensure that the Performance Security is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects. If the terms of the Performance Security specify its expiry date, and the Contractor has not become entitled to receive the Performance Certificate by the date 30 days prior to the expiry date, the Contractor shall extend the validity of the Performance Security until the Works have been completed and any defects have been remedied.

4.2.4 The Procuring Entity shall not make a claim under the Performance Security, except for amounts to which the Procuring Entity is entitled under the Contract.

4.2.5 The Procuring Entity shall indemnify and hold the Contractor harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from a claim under the Performance Security to the extent to which the Procuring Entity was not entitled to make the claim.

4.2.6 The Procuring Entity shall return the Performance Security to the Contractor within 14 days after receiving a copy of the Taking-Over Certificate.

4.2.7 Without limitation to the provisions of the rest of this Sub-Clause, whenever the Architect determines an addition or a reduction to the Contract Price as a result of a change in cost and/ or legislation, or as a result of a Variation, amounting to more than 25 percent of the portion of the Contract Price payable in a specific currency, the Contractor shall at the Architect request promptly increase, or may decrease, as the case may be, the value of the Performance Security in that currency by an equal percentage.

4.3 Contractor's Representative

4.3.1 The Contractor shall appoint the Contractor's Representative and shall give him all authority necessary to act on the Contractor's behalf under the Contract. The Contractor's Representative's Name and Address shall be provided in the **Special Conditions of Contract.**

4.3.2 Unless the Contractor's Representative **is named in the Contract**, the Contractor shall, prior to the Commencement Date, submit to the Architect for consent the name and particulars of the person the Contractor proposes to appoint as Contractor's Representative. If consent is withheld or subsequently revoked in terms of Sub-Clause 6.9 [Contractor's Personnel], or if the appointed person fails to act as Contractor's Representative, the Contractor shall similarly submit the name and particulars of another suitable person for such appointment.

4.3.3 The Contractor shall not, without the prior consent of the Engineer, revoke the appointment of the Contractor's Representative or appoint are placement.

4.3.4 The whole time of the Contractor's Representative shall be given to directing the Contractor's performance of the Contract. If the Contractor's Representative is to be temporarily absent from the Site during the execution of the Works, a suitable replacement person shall be appointed, subject to the Architect prior consent, and the Architect shall be notified accordingly.

4.3.5 The Contractor's Representative shall, on behalf of the Contractor, receive instructions under Sub-Clause

3.3 [Instructions of the Engineer].

4.3.6 The Contractor's Representative may delegate any powers, functions and authority to any competent person, and may at any time revoke the delegation. Any delegation or revocation shall not take effect until the Architect has received prior notice signed by the Contractor's Representative, naming the person and specifying the powers, functions and authority being delegated or revoked.

4.3.7 The Contractor's Representative shall be fluent in the language for communications defined in Sub-Clause1.4 [Law and Language]. If the Contractor's Representative's delegates are not fluent in the said language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.

4.4 Sub-contractors

4.4.1 The Contractor shall not subcontract the whole of the Works. The contractor may however subcontract the works as provided in Clause 34.2.

4.4.2 The Contractor shall be responsible for the acts or defaults of any Subcontractor, his agents or employees, as if they were the acts or defaults of the Contractor. Unless otherwise stated in the Special Conditions:

a) The Contractor shall not be required to obtain consent to suppliers solely of Materials, or to a subcontract for which the Subcontractor is named in the Contract;
b) The prior consent of the Procuring Entity shall be obtained to other proposed Subcontractors;
c) the Contractor shall give the Procuring Entity not less than 14 days' notice of the intended date of the commencement of each Subcontractor's work, and of the commencement of such work on the Site; and
d) each subcontract shall include provisions which would entitle the Procuring Entity to require the subcontract to be assigned to the Procuring Entity under Sub-Clause 4.5 [Assignment of Benefit of Subcontract] (if or when applicable) or in the event of termination under Sub-Clause 15.2 [Termination by Procuring Entity].

4.4.3 The Contractor shall ensure that the requirements imposed on the Contractor by Sub-Clause 1.12 [Confidential Details] apply equally to each Subcontractor.

4.4.4 Where practicable, the Contractor shall give fair and reasonable opportunity for contractors from Kenya to be appointed as Subcontractors.

4.5 Assignment of Benefit of Subcontract

If a Subcontractor's obligations extend beyond the expiry date of the relevant Defects Notification Period and the Engineer, prior to this date, instructs the Contractor to assign the benefit of such obligations to the Procuring Entity, then the Contractor shall do so. Unless otherwise stated in the assignment, the Contractor shall have no liability to the Procuring Entity for the work carried out by the Subcontractor after the assignment takes effect.

4.6 Co-operation

4.6.1 The Contractor shall, as specified in the Contract or as instructed by the Engineer, allow appropriate opportunities for carrying out work to:

a) The Procuring Entity's Personnel,
b) Any other contractors employed by the Procuring Entity, and
c) The personnel of any legally constituted public authorities, who may be employed in the execution on or near the Site of any work not included in the Contract.

4.6.2 Any such instruction shall constitute a Variation if and to the extent that it causes the Contractor to suffer delays and/or to incur Unforeseeable Cost. Services for these personnel and other contractors may include the use of Contractor's Equipment, Temporary Works or access arrangements which are the responsibility of the Contractor.

4.6.3 If, under the Contract, the Procuring Entity is required to give to the Contractor possession of any foundation, structure, plant or means of access in accordance with Contractor's Documents, the Contractor shall submit such documents to the Architect in the time and manner stated in the Specification.

4.7 Setting Out of the Works

4.7.1 The Contractor shall set out the Works in relation to original points, lines and levels of reference specified in the Contractor notified by the Engineer. The Contractor shall be responsible for the correct positioning of all parts of the Works, and shall rectify any error in the positions, levels, dimensions or alignment of the Works.

4.7.2 The Procuring Entity shall be responsible for any errors in these specified or notified items of reference, but the Contractor shall use reasonable efforts to verify their accuracy before they are used.

4.73 If the Contractor suffers delay and/or incurs Cost from executing work which was necessitated by an error in these items of reference, and an experienced contractor could not reasonably have discovered such error and avoided this delay and/ or Cost, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
b) payment of any such costs accrued, which shall be included in the Contract Price.

4.7.4 After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) whether and (if so) to what extent the error could not reasonably have been discovered, and (ii) the matters described in sub-paragraphs (a) and (b) above related to these.

4.8 Safety Procedures

The Contractor shall:
a) Comply with all applicable safety regulations,
b) Take care for the safety of all persons entitled to be on the Site,
c) Use reasonable efforts to keep the Site and Works clear of unnecessary obstruction so as to avoid danger to these persons,
d) provide fencing, lighting, guarding and watching of the Works until completion and taking over under Clause 10 [Procuring Entity's Taking Over], and
e) provide any Temporary Works (including roadways, footways, guards and fences) which may be necessary, because of the execution of the Works, for the use and protection of the public and of owners and occupiers of adjacent land.

4.9 Quality Assurance

4.9.1 The Contractor shall institute a quality assurance system to demonstrate compliance with the requirements of the Contract. The system shall be in accordance with the details stated in the Contract. The Architect shall be entitled to audit any aspect of the system.

4.9.2 Details of all procedures and compliance documents shall be submitted to the Architect for information before each design and execution stage is commenced. When any document of a technical nature is issued to the Engineer, evidence of the prior approval by the Contractor itself shall be apparent on the document itself.

Compliance with the quality assurance system shall not relieve the Contractor of any of his duties, obligations or responsibilities under the Contract.

4.10 Site Data

4.10.1 The Procuring Entity shall have made available to the Contractor for his information, prior to the Base Date, all relevant data in the Procuring Entity's possession on sub-surface and hydrological conditions at the Site, including environmental aspects. The Procuring Entity shall similarly make available to the Contractor all such data which come into the Procuring Entity's possession after the Base Date. The Contractor shall be responsible for interpreting all such data.

4.10.2 To the extent which was practicable (taking account of cost and time), the Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Tender or Works. To the same extent, the Contractor shall be deemed to have

inspected and examined the Site, its surroundings, the above data and other available information, and to have been satisfied before submitting the Tender as to all relevant matters, including (without limitation):

a) The form and nature of the Site, including sub-surface conditions,
b) the hydrological and climatic conditions,
c) the extent and nature of the work and Goods necessary for the execution and completion of the Works and the remedying of any defects,
d) the Laws, procedures and labour practices of Kenya, and
e) the Contractor's requirements for access, accommodation, facilities, personnel, power, transport, water and other services.

4.11 Sufficiency of the Accepted Contract Amount

4.11.1 The Contractor shall be deemed to:
a) Have satisfied itself as to the correctness and sufficiency of the Accepted Contract Amount, and
b) have based the Accepted Contract Amount on the data, interpretations, necessary information, inspections, examinations and satisfaction as to all relevant matters referred to in Sub-Clause 4.10 [Site Data].

4.11.2 Unless otherwise stated in the Contract, the Accepted Contract Amount covers all the Contractor's obligations under the Contract (including those under Provisional Sums, if any) and all things necessary for the proper execution and completion of the Works and the remedying of any defects.

4.12 Unforeseeable Physical Conditions

4.12.1 In this Sub-Clause, "physical conditions" means natural physical conditions and man-made and other physical obstructions and pollutants, which the Contractor encounters at the Site when executing the Works, including sub-surface and hydrological conditions but excluding climatic conditions.

4.12.2 If the Contractor encounters adverse physical conditions which he considers to have been Unforeseeable, the Contractor shall give notice to the Architect as soon as practicable.

4.12.3 This notice shall describe the physical conditions, so that they can be inspected by the Architect and shall set out the reasons why the Contractor considers them to be Unforeseeable. The Contractor shall continue executing the Works, using such proper and reasonable measures as are appropriate for the physical conditions, and shall comply with any instructions which the Architect may give. If an instruction constitutes a Variation, Clause 13 [Variations and Adjustments] shall apply.

4.12.4 If and to the extent that the Contractor encounters physical conditions which are Unforeseeable, gives such a notice, and suffers delay and/or incurs Cost due to these conditions, the Contractor shall be entitled subject to notice under Sub-Clause 20.1 [Contractor's Claims] to:

a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
b) payment of any such Cost, which shall be included in the Contract Price.

4.12.5 Upon receiving such notice and inspecting and/or investigating these physical conditions, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) whether and (if so) to what extent these physical conditions were Unforeseeable, and (ii) the matters described in sub-paragraphs (a) and (b) above related to this extent.

4.12.6 However, before additional Cost is finally agreed or determined under sub-paragraph (ii), the Architect may also review whether other physical conditions in similar parts of the Works (if any) were more favorable than could reasonably have been foreseen when the Contractor submitted the Tender. If and to the extent that these more favorable conditions were encountered, the Architect may proceed in accordance with Sub-Clause 3.5

[Determinations] to agree or determine the reductions in Cost which were due to these conditions, which may be included (as deductions) in the Contract Price and Payment Certificates. However, the net effect of all adjustments under sub-paragraph (b) and all these reductions, for all the physical conditions encountered in similar parts of the Works, shall not result in a net reduction in the Contract Price.

4.12.7 The Architect shall take account of any evidence of the physical conditions foreseen by the Contractor when submitting the Tender, which shall be made available by the Contractor, but shall not be bound by the Contractor's interpretation of any such evidence.

4.13 Rights of Way and Facilities

Unless otherwise specified in the Contract the Procuring Entity shall provide effective access to and possession of the Site including special and/or temporary rights-of-way which are necessary for the Works. The Contractor shall obtain, at his risk and cost, any additional rights of way or facilities outside the Site which he may require for the purposes of the Works.

4.14 Avoidance of Interference

4.14.1 The Contractor shall not interfere unnecessarily or improperly with:

a) The convenience of the public, or

b) The access to and use and occupation of all roads and foot paths, irrespective of whether they are public or in the possession of the Procuring Entity or of others.

4.14.2 The Contractor shall indemnify and hold the Procuring Entity harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from any such unnecessary or improper interference.

4.15 Access Route

4.15.1 The Contractor shall be deemed to have been satisfied as to the suitability and availability of access routes to the Site at Base Date. The Contractor shall use reasonable efforts to prevent any road or bridge from being damaged by the Contractor's traffic or by the Contractor's Personnel. These efforts shall include the proper use of appropriate vehicles and routes.

4.15.2 Except as otherwise stated in these Conditions:

a) The Contractor shall (as between the Parties) be responsible for any maintenance which may be required for his use of access routes;

b) the Contractor shall provide all necessary signs or directions along access routes, and shall obtain any permission which may be required from the relevant authorities for his use of routes, signs and directions;

c) the Procuring Entity shall not be responsible for any claims which may arise from the use or otherwise of any access route;

d) the Procuring Entity does not guarantee the suitability or availability of particular access routes; and

e) Costs due to non-suitability or non-availability, for the use required by the Contractor, of access routes shall be borne by the Contractor.

4.16 Transport of Goods

Unless otherwise stated in the Special Conditions:

a) the Contractor shall give the Architect not less than 21 days' notice of the date on which any Plant or a major item of other Goods will be delivered to the Site;

b) the Contractor shall be responsible for packing, loading, transporting, receiving, unloading, storing and protecting all Goods and other things required for the Works; and

c) the Contractor shall indemnify and hold the Procuring Entity harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from the transport of Goods and shall negotiate and pay all claims arising from their transport.

4.17 Contractor's Equipment

The Contractor shall be responsible for all Contractors' Equipment. When brought on to the Site, Contractor's Equipment shall be deemed to be exclusively intended for the execution of the Works. The Contractor shall not remove from the Site any major items of Contractor's Equipment without the consent of the Engineer. However, consent shall not be required for vehicles transporting Goods or Contractor's Personnel off Site.

4.18 Protection of the Environment

4.18.1 The contractor shall comply with the applicable environmental laws, regulations and policies.

4.18.2 The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.

4.18.3 The Contractors hall ensure that emissions, surfaced is charges and effluent from the Contractor's activities shall not exceed the values stated in the Specification or prescribed by applicable Laws.

4.19 Electricity, Water and Gas

4.19.1 The Contractor shall, except as stated below, be responsible for the provision of all power, water and other services he may require for his construction activities and to the extent defined in the Specifications, for the tests.

4.19.2 The Contractor shall be entitled to use for the purposes of the Works such supplies of electricity, water, gas and other services as may be available on the Site and of which details and prices are given in the Specifications. The Contractor shall, at his risk and cost, provide any apparatus necessary for his use of these services and for measuring the quantities consumed.

4.19.3 The quantities consumed and the amounts due (at these prices) for such services shall be agreed or determined by the Architect in accordance with Sub-Clause 2.5 [Procuring Entity's Claims] and Sub-Clause 3.5 [Determinations]. The Contractor shall pay these amounts to the Procuring Entity.

4.20 Procuring Entity's Equipment and Free-Issue Materials

4.20.1 The Procuring Entity shall make the Procuring Entity's Equipment (if any) available for the use of the Contractor in the execution of the Works in accordance with the details, arrangements and prices stated in the Specification. Unless otherwise stated in the Specification:

a) The Procuring Entity shall be responsible for the Procuring Entity's Equipment, except that

b) the Contractor shall be responsible for each item of Procuring Entity's Equipment whilst any of the Contractor's Personnel is operating it, driving it, directing it or in possession or control of it.

4.20.1 The appropriate quantities and the amounts due (at such stated prices) for the use of Procuring Entity's Equipment shall be agreed or determined by the Architect in accordance with Sub-Clause 2.5 [Procuring Entity's Claims] and Sub-Clause3.5 [Determinations]. The Contractor shall pay these amounts to the Procuring Entity.

4.20.2 The Procuring Entity shall supply, free of charge, the "free-issue materials" (if any) in accordance with the details stated in the Specification. The Procuring Entity shall, at his risk and cost, provide these materials at the time and place specified in the Contract. The Contractor shall then visually inspect them and shall promptly give notice to the Architect of any shortage, defect or default in these materials. Unless otherwise agreed by both Parties, the Procuring Entity shall immediately rectify the notified shortage, defector default.

4.20.3 After this visual inspection, the free-issue materials shall come under the care, custody and control of the Contractor. The Contractor's obligations of inspection, care, custody and control shall not relieve the Procuring Entity of liability for any shortage, defect or default not apparent from a visual inspection.

4.21 Progress Reports

4.21.1 Unless otherwise stated in the Special Conditions, monthly progress reports shall be prepared by the Contractor and submitted to the Architect in six copies. The first report shall cover the period up to the end of the first calendar month following the Commencement Date. Reports shall be submitted monthly thereafter, each within 7 days after the last day of the period to which it relates.

4.21.2 Reporting shall continue until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works. Each report shall include:

a) charts and detailed descriptions of progress, including each stage of design (if any), Contractor's Documents, procurement, manufacture, delivery to Site, construction, erection and testing; and including these stages for work by each nominated Subcontractor (as defined in Clause 5 [Nominated Subcontractors]),

b) photographs showing the status of manufacture and of progress on the Site;

c) for the manufacture of each main item of Plant and Materials, the name of the manufacturer, manufacture location, percentage progress, and the actual or expected dates of:

i) commencement of manufacture,

ii) Contractor's inspections,

iii) tests, and

iv) shipment and arrival at the Site;

d) the details described in Sub-Clause 6.10 [Records of Contractor's Personnel and Equipment];

e) copies of quality assurance documents, test results and certificates of Materials;

f) list of notices given under Sub-Clause 2.5 [Procuring Entity's Claims] and notices given under Sub- Clause 20.1 [Contractor's Claims];

g) safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations; and

h) comparison so factual and planned progress, with details of any events or circumstances which may jeopardize the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delays.

4.22 Security of the Site

Unless otherwise stated in the Special Conditions:

a) The Contractor shall be responsible for keeping unauthorized persons off the Site, and

b) authorized persons shall be limited to the Contractor's Personnel and the Procuring Entity's Personnel; and to any other personnel notified to the Contractor, by the Procuring Entity or the Engineer, as authorized personnel of the Procuring Entity's other contractors on the Site.

4.23 Contractor's Operations on Site

4.23.1 The Contractor shall confine his operations to the Site, and to any additional areas which may be obtained by the Contractor and agreed by the Architect as additional working areas. The Contractor shall take all necessary precautions to keep Contractor's Equipment and Contractor's Personnel within the Site and these additional areas, and to keep them off adjacent land.

4.23.2 During the execution of the Works, the Contractor shall keep the Site free from all unnecessary obstruction and shall store or dispose of any Contractor's Equipment or surplus materials. The Contractor shall clear away and remove from the Site any wreckage, rubbish and Temporary Works which are no longer required.

4.23.3 Upon the issue of a Taking-Over Certificate, the Contractor shall clear away and remove, from that part of the Site and Works to which the Taking-Over Certificate refers, all Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works. The Contractor shall leave that part of the Site and the Works in a clean and safe condition. However, the Contractor may retain on Site, during the Defects Notification Period, such Goods as are required for the Contractor to fulfil obligations under the Contract.

4.24 Fossils

4.24.1 All fossils, coins, articles of value or antiquity, and structures and other remains or items of geological or archaeological interest found on the Site shall be placed under the care and authority of the Procuring Entity. The Contractor shall take reasonable precautions to prevent Contractor's Personnel or other persons from removing or damaging any of these findings.

4.24.2 The Contractor shall, upon discovery of any such finding, promptly give notice to the Engineer, who shall issue instructions for dealing with it. If the Contractor suffers delay and/or incurs Cost from complying with the instructions, the Contractor shall give a further notice to the Architect and shall be entitled subject to Sub- Clause 20.1 [Contractor's Claims] to:

a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
b) payment of any such Cost, which shall be included in the Contract Price.
After receiving this further notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

5. NOMINATED SUBCONTRACTORS

5.1 Definition of "nominated Subcontractor"

In this Contract, "nominated Subcontractor" means a Subcontractor:

a) Who is nominated by the Procuring Entity, or
b) Contractor has nominated as a Subcontractor subject to Sub-Clause 5.2 [Objection to Notification].

5.2 Objection to Nomination

The Contractor shall not be under any obligation to employ a nominated Subcontractor against whom the Contractor raises reasonable objection by notice to the Procuring Entity as soon as practicable, with supporting particulars. An objection shall be deemed reasonable if it arises from (among other things) any of the following matters, unless the Procuring Entity agrees in writing to indemnify the Contractor against and from the consequences of the matter:

a) there are reasons to believe that the Subcontractor does not have sufficient competence, resources or financial strength;
b) the nominated Subcontractor does not accept to indemnify the Contractor against and from any negligence or misuse of Goods by the nominated Subcontractor, his agents and employees; or
c) the nominated Subcontractor does not accept to enter into a subcontract which specifies that, for the subcontracted work (including design, if any), the nominated Subcontractor shall:
    i) undertake to the Contractor such obligations and liabilities as will enable the Contractor to discharge his obligations and liabilities under the Contract;
    ii) indemnify the Contractor against and from all obligations and liabilities arising under or in connection with the Contract and from the consequences of any failure by the Subcontractor to perform these obligations or to fulfill these liabilities, and
    iii) be paid only if and when the Contractor has received from the Procuring Entity payments for sums due under the Subcontract referred to under Sub-Clause 5.3 [Payment to nominated Subcontractors].

5.3 Payments to nominated Subcontractors

The Contractor shall pay to the nominated Subcontractor the amounts shown on the nominated Subcontractor's invoices approved by the Contractor which the Architect certifies to be due in accordance with the subcontract. These amounts plus other charges shall be included in the Contract Price in accordance with sub-paragraph (b) of Sub-Clause 13.5 [Provisional Sums], except as stated in Sub-Clause 5.4 [Evidence of Payments].

5.4 Evidence of Payments

5.4.1 Before issuing a Payment Certificate which includes an amount payable to a nominated Subcontractor, the Architect may request the Contractor to supply reasonable evidence that the nominated Subcontractor has received all amounts due in accordance with previous Payment Certificates, less applicable deductions for retention or otherwise. Unless the Contractor:

(a) Submits this reasonable evidence to the Engineer, or
(b) i) Satisfies the Architect in writing that the Contractor is reasonably entitled to withhold or refuse to pay these amounts, and
ii) Submits to the Architect reasonable evidence that the nominated Subcontractor has been notified of the Contractor's entitlement, then the Procuring Entity may (at his sole discretion) pay, direct to the nominated Subcontractor, part or all of such amounts previously certified (less applicable deductions) as are due to the nominated Subcontractor and for which the Contractor has failed to submit the evidence described in sub-paragraphs (a) or (b) above. The Contractor shall then repay, to the Procuring Entity, the amount which the nominated Subcontractor was directly paid by the Procuring Entity.

6. STAFF AND LABOR

6.1 Engagement of Staff and Labor

Except as otherwise stated in the Specification, the Contractor shall make arrangements for the engagement of all staff and labor, local or otherwise, and for their payment, feeding, transport, and, when appropriate, housing. The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labor with appropriate qualifications and experience from sources within Kenya.

6.2 Rates of Wages and Conditions of Labor

6.2.1 The Contractor shall pay rates of wages, and observe conditions of labor, which are not lower than those established for the trade or industry where the work is carried out. If no established rates or conditions are applicable, the Contractor shall pay rates of wages and observe conditions which are not lower than the general level of wages and conditions observed locally by Procuring Entity's whose trade or industry is similar to that of the Contractor.

6.2.2 The Contractor shall inform the Contractor's Personnel about their liability to pay personal income taxes in Kenya in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the Laws of Kenya for the time being in force, and the Contractor shall perform such duties in regard to such deductions there of as may be imposed on him by such Laws.

6.3 Persons in the Service of Procuring Entity

The Contractor shall not recruit, or attempt to recruit, staff and labour from amongst the Procuring Entity's Personnel.

6.4 Labour Laws

The Contractor shall comply with all the relevant labour Laws applicable to the Contractor's Personnel, including Laws relating to their employment, employment of children, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights. The Contractor shall require his employees to obey all applicable Laws, including those concerning safety at work.

6.5 Working Hours

No work shall be carried out on the Site on locally recognized days of rest, or outside the normal working hours stated in the **Special Conditions of Contract**, unless:
a) Otherwise stated in the Contract,
b) The Architect gives consent, or
c) The work is unavoidable, or necessary for the protection of life or property or for the safety of the Works, in which case the Contractor shall immediately advise the Engineer, provided that work done outside the normal working hours shall be considered and paid for as overtime.

6.6 Facilities for Staff and Labor

Except as otherwise stated in the Specification, the Contractor shall provide and maintain all necessary accommodation and welfare facilities on site for the Contractor's Personnel. The Contractor shall also provide facilities for the Procuring Entity's Personnel as stated in the Specifications. The Contractor shall not permit any of the Contractor's Personnel to maintain any temporary or permanent living quarters within the structures forming part of the Permanent Works.

6.7 Health and Safety

6.7.1 The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor's Personnel. In collaboration with local health authorities, the Contractor shall ensure that medical staff, first aid facilities, sick bay and ambulance service are available at all times at the Site and at any accommodation for Contractor's and Procuring Entity's Personnel, and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics.

6.7.2 The Contractor shall appoint an accident prevention officer at the Site, responsible for maintaining safety and protection against accidents. This person shall be qualified for this responsibility and shall have the authority to issue instructions and take protective measures to prevent accidents. Throughout the execution of the Works, the Contractor shall provide whatever is required by this person to exercise this responsibility and authority.

6.7.3 The Contractor shall send, to the Engineer, details of any accident as soon as practicable after its occurrence. The Contractor shall maintain records and make reports concerning health, safety and welfare of persons, and damage to property, as the Architect may reasonably require.

6.7.4 The Contractor shall conduct an awareness programme on HIV and other sexually transmitted diseases via an approved service provider and shall undertake such other measures taken to reduce the risk of the transfer of these diseases between and among the Contractor's Personnel and the local community, to promote early diagnosis and to assist affected individuals.

6.8 Contractor's Superintendence

6.8.1 Throughout the execution of the Works, and as long thereafter as is necessary to fulfill the Contractor's obligations, the Contractor shall provide all necessary superintendence to plan, arrange, direct, manage, inspect and test the work.

6.8.2 Superintendence shall be given by a sufficient number of persons having adequate knowledge of the language for communications (defined in Sub-Clause 1.4 [Law and Language]) and of the operations to be carried out (including the methods and techniques required, the hazards likely to be encountered and methods of preventing accidents), for the satisfactory and safe execution of the Works.

6.9 Contractor's Personnel

6.9.1 The Contractor's Personnel shall be appropriately qualified, skilled and experienced in their respective trades or occupations. The Contractors Key personnel shall be named in the Special Conditions of Contract. The Architect may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative if applicable, who:

a) Persists in any misconduct or lack of care,
b) Carries out duties in competently or negligently,
c) fails to conform with any provisions of the Contract,
d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment, or
e) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works.

6.9.2 If appropriate, the Contractor shall then appoint (or cause to be appointed) a suitable replacement person.

6.10 Records of Contractor's Personnel and Equipment

The Contractor shall submit, to the Engineer, details showing the number of each class of Contractor's Personnel and of each type of Contractor's Equipment on the Site. Details shall be submitted each calendar month, in a form approved by the Engineer, until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works.

6.11 Disorderly Conduct

The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst the Contractor's Personnel, and to preserve peace and protection of persons and property on and near the Site.

6.12 Foreign Personnel

6.12.1 The Contractor shall not employ foreign personnel unless the contractor demonstrates that there are no Kenyans with the required skills.

6.12.2 The Contractor shall be responsible for the return of any foreign personnel to the place where they were recruited or to their domicile. In the event of the death in Kenya of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial.

6.13 Supply of Water

The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor's Personnel.

6.14 Measures against Insect and Pest Nuisance

The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.

6.15 Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the Laws of Kenya, onsite, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereof by Contractor's Personnel.

6.16 Prohibition of Forced or Compulsory Labour

The Contractor shall not employ forced labor, which consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.

6.17 Prohibition of Harmful Child Labor

The Contractor shall not employ children in a manner that is economically exploitative, or is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. Where the relevant labour laws of Kenya have provisions for employment of minors, the Contractor shall follow those laws applicable to the Contractor. Children below the age of 18 years shall not be employed in dangerous work.

6.18 Employment Records of Workers

The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the Engineer. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 [Records of Contractor's Personnel and Equipment].

6.19 Workers' Organizations

The Contractor shall comply with the relevant labor laws that recognize workers' rights to form and to join workers' organizations of their choosing without interference.

6.20 Non-Discrimination and Equal Opportunity

The Contractor shall base the labour employment on the principle of equal opportunity and fair treatment and shall not discriminate with respect to aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, promotion, termination of employ mentor retirement, and discipline.

7. PLANT, MATERIALS AND WORKMANSHIP

7.1 Manner of Execution

The Contractor shall carry out the manufacture/assemble of plant, the production and manufacture of Materials, and all other execution of the Works:

a) In the manner (if any) specified in the Contract,

b) in a proper workman like and careful manner, in accordance with recognized good practice, and

c) with properly equipped facilities and non-hazardous Materials, except as otherwise specified in the Contract.

7.2 Samples

The Contractor shall submit the following samples of Materials, and relevant information, to the Architect for consent prior to using the Material sin or for the Works:

a) manufacturer's standard samples of Materials and samples specified in the Contract, all at the Contractor's cost, and

b) additional samples instructed by the Architect as a Variation.

Each sample shall be labeled as to origin and intended use in the Works.

7.3 Inspection

7.3.1 The Procuring Entity's Personnel shall at all reasonable times:

a) Have full access to all parts of the Site and to all places from which natural Materials are being obtained, and

b) during production, manufacture and construction (at the Site and elsewhere), be entitled to examine, inspect, measure and test the materials and workmanship, and to check the progress of manufacture of Plant and production and manufacture of Materials.

7.3.2 The Contractor shall give the Procuring Entity's Personnel full opportunity to carry out these activities, including providing access, facilities, permissions and safety equipment. No such activity shall relieve the Contractor from any obligation or responsibility.

7.3.3 The Contractor shall give notice to the Architect whenever any work is ready and before it is covered up, put out of sight, or packaged for storage or transport. The Architect shall then either carry out the examination, inspection, measurement or testing without unreasonable delay, or promptly give notice to the Contractor that the Architect does not require to do so. If the Contractor fails to give the notice, he shall, if and when required by the Engineer, uncover the work and there after reinstate and make good, all at the Contractor's cost.

7.4 Testing

7.4.1 This Sub-Clause shall apply to all tests specified in the Contract.

7.4.2 Except as otherwise specified in the Contract, the Contractor shall provide all apparatus, assistance, documents and other information, electricity, equipment, fuel, consumables, instruments, labor, materials, and suitably qualified and experienced staff, as are necessary to carry out the specified tests efficiently. The Contractor shall agree, with the Engineer, the time and place for the specified testing of any Plant, Materials and other parts of the Works.

7.4.3 The Architect may, under Clause 13 [Variations and Adjustments], vary the location or details of specified tests, or instruct the Contractor to carry out additional tests. If these varied or additional tests show that the tested Plant, Materials or workmanship is not in accordance with the Contract, the cost of carrying out this Variation shall be borne by the Contractor, notwithstanding other provisions of the Contract.

7.4.4 The Architect shall give the Contractor not less than 24 hours' notice of the Architect intention to attend the tests. If the Architect does not attend at the time and place agreed, the Contractor may proceed with the tests, unless otherwise instructed by the Engineer, and the tests shall then be deemed to have been made in the Architect presence.

7.4.5 If the Contractor suffers delay and/ or incurs Cost from complying with these instructions or as a result of

a delay for which the Procuring Entity is responsible, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and

b) payment of any such Cost-plus profit, which shall be included in the Contract Price.

7.4.6 After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

7.4.7 The Contractor shall promptly forward to the Architect duly certified reports of the tests. When the specified tests have been passed, the Architect shall endorse the Contractor's test certificate, or issue a certificate to him, to that effect. If the Architect has not attended the tests, he shall be deemed to have accepted the readings as accurate.

7.5 Rejection

7.5.1 If, as a result of an examination, inspection, measurement or testing, any Plant, Materials or workmanship is found to be defective or otherwise not in accordance with the Contract, the Architect may reject the Plant, Materials or workmanship by giving notice to the Contractor, with reasons. The Contractor shall then promptly make good the defect and ensure that the rejected item complies with the Contract.

7.5.2 If the Architect requires this Plant, Materials or workmanship to be retested, the tests shall be repeated under the same terms and conditions. If the rejection and retesting cause the Procuring Entity to incur additional costs, the Contractor shall subject to Sub-Clause 2.5 [Procuring Entity's Claims] pay these costs to the Procuring Entity.

7.6 Remedial Work

7.6.1 Notwithstanding any previous test or certification, the Architect may instruct the Contractor to:

a) Remove from the Site and replace any Plant or Materials which is not in accordance with the Contract,

b) remove and re-execute any other work which is not in accordance with the Contract, and

c) execute any work which is urgently required for the safety of the Works, whether because of an accident, unforeseen able event or otherwise.

7.6.2 The Contractor shall comply with the instruction within a reasonable time, which shall be the time (if any) specified in the instruction, or immediately if urgency is specified under sub-paragraph (c).

7.6.3 If the Contractor fails to comply with the instruction, the Procuring Entity shall be entitled to employ and pay other persons to carry out the work. Except to the extent that the Contractor would have been entitled to payment for the work, the Contractor shall subject to Sub-Clause 2.5 [Procuring Entity's Claims] pay to the Procuring Entity all costs arising from this failure.

7.6.4 If the contractor repeatedly delivers defective work, the Procuring Entity may consider termination in accordance with Clause 15.

7.7 Ownership of Plant and Materials

Except as otherwise provided in the Contract, each item of Plant and Materials shall become the property of the Procuring Entity at whichever is the earlier of the following times, free from liens and other encumbrances:

a) When it is incorporated in the Works;

b) when the Contractor is paid the corresponding value of the Plant and Materials under Sub-Clause 8.10 [Payment for Plant and Materials in Event of Suspension].

7.8 Royalties

Unless otherwise stated in the Specification, the Contractor shall pay all royalties, rents and other payments for:

a) Natural materials obtained from outside the Site, and

b) The disposal of material from demolitions and excavations and of other surplus material (whether natural or man-made), except to the extent that disposal are as within the Site are specified in the Contract.

8. COMMENCEMENT, DELAYS AND SUSPENSION

8.1 Commencement of Works

8.1.1 Except as otherwise specified in the Special Conditions of Contract, the Commencement Date shall be the date at which the following precedent condition shave all been fulfilled and the Architect notification recording the agreement of both Parties on such fulfillment and instructing to commence the Work is received by the Contractor:

a) Signature of the Contract Agreement by both Parties, and if required, approval of the Contract by relevant authorities of Kenya;

b) except if otherwise specified in the Special Conditions of Contract, effective access to and possession of the Site given to the Contractor together with such permission(s) under (a) of Sub-Clause 1.13 [Compliance with Laws] as required for the commencement of the Works.

c) Receipt by the Contractor of the Advance Payment under Sub-Clause 14.2 [Advance Payment] provided that the corresponding bank guarantee has been delivered by the Contractor.

8.1.2 If the said Architect instruction is not received by the Contractor within 180 days from his receipt of the Letter of Acceptance, the Contractor shall be entitled to terminate the Contract under Sub-Clause1 6.2 [Termination by Contractor].

8.1.3 The Contractor shall commence the execution of the Works as soon as is reasonably practicable after the Commencement Date and shall then proceed with the Works with due expedition and without delay.

8.2 Time for Completion

The Contractor shall complete the whole of the Works, and each Section (if any), within the Time for Completion for the Works or Section (as the case may be), including:

a) Achieving the passing of the Tests on Completion, and

b) completing all work which is stated in the Contract as being required for the Works or Section to be considered to be completed for the purposes of taking-over under Sub-Clause 10.1 [Taking Over of the Works and Sections].

8.3 Programme

8.3.1 The Contractor shall submit a detailed time programme to the Architect within1 4 days after receiving the notice under Sub-Clause 8.1 [Commencement of Works]. The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress or with the Contractor's obligations. Each programme shall include:

a) The order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage of design (if any), Contractor's Documents, procurement, manufacture of Plant, delivery to Site, construction, erection and testing,

b) each of these stages for work by each nominated Subcontractor (as defined in Clause 5 [Nominated Subcontractors]),

c) the sequence and timing of inspections and tests specified in the Contract, and

d) a supporting report which includes:

   i) a general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, and

   ii) details showing the Contractor's reasonable estimate of the number of each class of Contractor's Personnel and of each type of Contractor's Equipment, required on the Site for each major stage.

8.3.2 Unless the Engineer, within 14 days after receiving a programme, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the programme, subject to his other obligations under the Contract. The Procuring Entity's Personnel shall be entitled to rely upon the programme when planning their activities.

8.3.3 The Contractor shall promptly give notice to the Architect of specific probable future events or circumstances which may adversely affect the work, increase the Contract Price or delay the execution of the Works.

8.3.4 If, at any time, the Architect gives notice to the Contractor that a programme fails (to the extent stated) to comply with the Contractor to be consistent with actual progress and the Contractor's stated intentions, the Contractor shall submit a revised programme to the Architect in accordance with this Sub-Clause.

8.4 Extension of Time for Completion

8.4.1 The Contractor shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to an extension of the Time for Completion if and to the extent that completion for the purposes of Sub-Clause 10.1 [Taking Over of the Works and Sections] is or will be delayed by any of the following causes:

a) a Variation (unless an adjustment to the Time for Completion has been agreed under Sub-Clause 13.3 [Variation Procedure]) or other substantial change in the quantity of an item of work included in the Contract,

b) a cause of delay giving an entitlement to extension of time under a Sub-Clause of these Conditions,

c) exceptionally adverse climatic conditions,

d) Unforeseeable shortages in the availability of personnel or Goods caused by epidemic or governmental actions, or

e) any delay, impediment or prevention caused by or attributable to the Procuring Entity, the Procuring Entity's Personnel, or the Procuring Entity's other contractors.

8.4.2 If the Contractor considers itself to be entitled to an extension of the Time for Completion, the Contractor shall give notice to the Architect in accordance with Sub-Clause 20.1 [Contractor's Claims]. When determining each extension of time under Sub-Clause 20.1, the Architec tshall review previous determinations and may increase, but shall not decrease, the total extension of time.

8.5 Delays Caused by Authorities

If the following conditions apply, namely:

a) The Contractor has diligently followed the procedures laid down by the relevant legally constituted public authorities in Kenya,

b) These authorities delay or disrupt the Contractor's work, and

c) the delay or disruption was Unforeseeable, then this delay or disruption will be considered as a cause of delay under sub-paragraph (b) of Sub-Clause 8.4 [Extension of Time for Completion].

8.6 Rate of Progress

8.6.1 If, at any time:

a) Actual progress is too slow to complete within the Time for Completion, and/or

b) Progress has fallen (or will fall) behind the current programme under Sub-Clause 8.3 [Programme], other than as a result of a cause listed in Sub-Clause 8.4 [Extension of Time for Completion], then the Architect may instruct the Contractor to submit, under Sub-Clause 8.3 [Programme], a revised programme and supporting report describing the revised methods which the Contractor proposes to adopt in order to expedite progress and complete within the Time for Completion.

8.6.2 Unless the Architect notifies otherwise, the Contractor shall adopt these revised methods, which may require increases in the working hours and/or in the numbers of Contractor's Personnel and/or Goods, at the risk and cost of the Contractor. If these revised methods cause the Procuring Entity to incur additional costs, the Contractor shall subject to notice under Sub-Clause 2.5 [Procuring Entity's Claims] pay these costs to the Procuring Entity, in addition to delay damages (if any) under Sub-Clause 8.7 below.

8.6.3 Additional costs of revised methods including acceleration measures, instructed by the Architect to reduce delays resulting from causes listed under Sub-Clause 8.4 [Extension of Time for Completion] shall be paid by the Procuring Entity, without generating, however, any other additional payment benefit to the Contractor.

8.7 Delay Damages

8.7.1 If the Contractor fails to comply with Sub-Clause 8.2 [Time for Completion], the Contractor shall subject to notice under Sub-Clause 2.5 [Procuring Entity's Claims] pay delay damages to the Procuring Entity for this default. These delay damages shall be the sum stated in the **Special Conditions of Contract**, which shall be paid for everyday which shall elapse between the relevant Time for Completion and the date

stated in the

Taking-Over Certificate. However, the total amount due under this Sub-Clause shall not exceed the maximum amount of delay damages (if any) stated in the Special Conditions of Contract.

8.7.2 These delay damages shall be the only damages due from the Contractor for such default, other than in the event of termination under Sub-Clause 15.2 [Termination by Procuring Entity] prior to completion of the Works. These damages shall not relieve the Contractor from his obligation to complete the Works, or from any other duties, obligations or responsibilities which he may have under the Contract.

8.8 Suspension of Work

8.8.1 The Architect may at any time instruct the Contractor to suspend progress of part or all of the Works. During such suspension, the Contractor shall protect, store and secure such part or the Works against any deterioration, loss or damage.

8.8.2 The Architect may also notify the cause for the suspension. If and to the extent that the cause is notified and is the responsibility of the Contractor, the following Sub-Clauses 8.9, 8.10 and 8.11 shall not apply.

8.9 Consequences of Suspension

8.9.1 If the Contractor suffers delay and/or incurs Cost from complying with the Architect instructions under Sub- Clause 8.8 [Suspension of Work] and/or from resuming the work, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and

b) Payment of any such Cost, which shall be included in the Contract Price.

8.9.2 After receiving this notice, the Architect shall proceed in accordance with Sub-Clause3.5 [Determinations] to agree or determine these matters.

8.9.3 The Contractor shall not be entitled to an extension of time for, or to payment of the Cost incurred in, making good the consequences of the Contractor's faulty design, workmanship or materials, or of the Contractor's failure to protect, store or secure in accordance with Sub-Clause 8.8 [Suspension of Work].

8.10 Payment for Plant and Materials in Event of Suspension

The Contractor shall be entitled to payment of the value (as at the date of suspension) of Plant and/ or Materials which have not been delivered to Site, if:

a) The work on Plant or delivery of Plant and/ or Materials has been suspended for more than 30 days, and

b) the Contractor has marked the Plant and/or Materials as the Procuring Entity's property in accordance with the Architect instructions.

8.11 Prolonged Suspension

If the suspension under Sub-Clause 8.8 [Suspension of Work] has continued for more than 84 days, the Contractor may request the Architect permission to proceed. If the Architect does not give permission within 30 days after being requested to do so, the Contractor may, by giving notice to the Engineer, treat the suspension as an omission under Clause 13 [Variations and Adjustments] of the affected part of the Works. If the suspension affects the whole of the Works, the Contractor may give notice of termination under Sub-Clause 16.2 [Termination by Contractor].

8.12 Resumption of Work

After the permission or instruction to proceed is given, the Contractor and the Architect shall jointly examine the Works and the Plant and Materials affected by the suspension. The Contractor shall make good any deterioration or defect in or loss of the Works or Plant or Materials, which has occurred during the suspension after receiving from the Architect an instruction to this effect under Clause 13 [Variations and Adjustments].

9. TESTS ON COMPLETION

9.1 Contractor's Obligations

9.1.1 The Contractor shall carry out the Tests on Completion in accordance with this Clause and Sub-Clause 7.4 [Testing], after providing the documents in accordance with sub-paragraph (d) of Sub-Clause 4.1 [Contractor's General Obligations].

9.1.2 The Contractor shall give to the Architect not less than 21 days' notice of the date after which the Contractor will be ready to carry out each of the Tests on Completion. Unless otherwise agreed, Tests on Completion shall be carried out within 14 days after this date, on such day or days as the Architect shall instruct.

9.1.3 In considering the results of the Tests on Completion, the Architect shall make allowances for the effect of any use of the Works by the Procuring Entity on the performance or other characteristics of the Works. As soon as the Works, or a Section, have passed any Tests on Completion, the Contractor shall submit a certified report of the results of these Tests to the Engineer.

9.2 Delayed Tests

9.2.1 If the Tests on Completion are being unduly delayed by the Procuring Entity, Sub-Clause 7.4 [Testing] (fifth paragraph) and/ or Sub-Clause 10.3 [Interference with Tests on Completion] shall be applicable.

9.2.2 If the Tests on Completion are being unduly delayed by the Contractor, the Architect may by notice require the Contractor to carry out the Tests within 21 days after receiving the notice. The Contractor shall carry out the Tests on such day or days within that period as the Contractor may fix and of which he shall give notice to the Engineer.

9.2.3 If the Contractor fails to carry out the Tests on Completion within the period of 21 days, the Procuring Entity's Personnel may proceed with the Test sat the risk and cost of the Contractor. The Tests on Completion shall then be deemed to have been carried out in the presence of the Contractor and the results of the Tests shall be accepted as accurate.

9.3 Retesting of related works

If the Works, or a Section, fail to pass the Tests on Completion, Sub-Clause 7.5 [Rejection] shall apply, and the Architect or the Contractor may require the failed Tests, and Tests on Completion on any related work, to be repeated under the same terms and conditions.

9.4 Failure to Pass Tests on Completion

9.4.1 If the Works, or a Section, fail to pass the Tests on Completion repeated under Sub-Clause 9.3 [Retesting], the Architect shall be entitled to:

a) Order further repetition of Tests on Completion under Sub-Clause 9.3; or

b) if the failure deprives the Procuring Entity of substantially the whole benefit of the Works or Section, reject the Works or Section (as the case may be), in which event the Procuring Entity shall have the same remedies as are provided in sub-paragraph (c) of Sub-Clause1 1.4 [Failure to Remedy Defects].

10. PROCURING ENTITY'S TAKING OVER

10.1 Taking Over of the Works and Sections

10.1.1 Except as stated in Sub-Clause 9.4 [Failure to Pass Tests on Completion], the Works shall be taken over by the Procuring Entity when (i) the Works have been completed in accordance with the Contract, including the matters described in Sub-Clause 8.2 [Time for Completion] and except as allowed in sub-paragraph (a) below, and (ii) a Taking-Over Certificate for the Works has been issued, or is deemed to have been issued in accordance with this Sub-Clause.

10.1.2 The Contractor may apply by notice to the Architect for a Taking-Over Certificate not earlier than 14 days before the Works will, in the Contractor's opinion, be complete and ready for taking over. If the Works are divided into Sections, the Contract or may similarly apply for a Taking-Over Certificate for each Section.

10.1.3 The Architect shall, within 30 days after receiving the Contractor's application:

a) Issue the Taking-Over Certificate to the Contract or, stating the date on which the Works or Section were completed in accordance with the Contract, except for any minor outstanding work and defects which will not substantially affect the use of the Works or Section for their intended purpose (either until or whilst this work is completed and these defects are remedied); or

b) reject the application, giving reasons and specifying the work required to be done by the Contractor to enable the Taking-Over Certificate to be issued. The Contractor shall then complete this work before issuing a further notice under this Sub-Clause.

10.1.4 If the Architect fails either to issue the Taking-Over Certificate or to reject the Contractor's application within the period of 30 days, and if the Works or Section (as the case may be) are substantially in accordance with the Contract, the Taking-Over Certificate shall be deemed to have been issued on thel ast day of that period.

10.2 Taking Over of Parts of the Works

10.2.1 The Architect may, at the sole discretion of the Procuring Entity, issue a Taking-Over Certificate for any part of the Permanent Works.

10.2.2 The Procuring Entity shall not use any part of the Works (other than as a temporary measure which is either specified in the Contract or agreed by both Parties) unless and until the Architect has issued a Taking-Over Certificate for this part. However, if the Procuring Entity does use any part of the Works before the Taking-Over Certificate is issued:

a) The part which is used shall be deemed to have been taken over as from the date on which it is used,

b) the Contractor shall cease to be liable for the care of such part as from this date, when responsibility shall pass to the Procuring Entity, and

c) if requested by the Contractor, the Architect shall issue a Taking-Over Certificate for this part.

10.2.3 After the Architect has issued a Taking-Over Certificate for a part of the Works, the Contractor shall be given the earliest opportunity to take such steps as may be necessary to carry out any outstanding Tests on Completion. The Contractor shall carry out these Tests on Completion as soon as practicable before the expiry date of the relevant Defects Notification Period.

10.2.4 If the Contractor incurs Cost as a result of the Procuring Entity taking over and/or using a part of the Works, other than such use as is specified in the Contractor agreed by the Contractor, the Contractor shall (i) give notice to the Architect and (ii) be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to payment of any such accrued costs, which shall be included in the Contract Price. After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine this accrued cost.

10.2.5 If a Taking-Over Certificate has been issued for a part of the Works (other than a Section), the delay damages there after for completion of the remainder of the Works shall be reduced. Similarly, the delay damages for the remainder of the Section (if any) in which this part is included shall also be reduced. For any period of delay after the date stated in this Taking-Over Certificate, the proportional reduction in these delay damages shall be calculated as the proportion which the value of the part so certified bears to the value of the Works or Section (as the case may be) as a whole. The Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these proportions. The provisions of this paragraph shall only apply to the daily rate of delay damages under Sub-Clause 8.7 [Delay Damages] and shall not affect the maximum amount of these damages.

10.3 Interference with Tests on Completion

10.3.1 If the Contractor is prevented, for more than 14 days, from carrying out the Tests on Completion by a cause for which the Procuring Entity is responsible, the Procuring Entity shall be deemed to have taken over the Works or Section (as the case may be) on the date when the Tests on Completion would otherwise have been completed.

10.3.2 The Architect shall then issue a Taking-Over Certificate accordingly, and the Contractor shall carry out the Tests on Completion as soon as practicable, before the expiry date of the Defects Notification Period. The Architect shall require the Tests on Completion to be carried out by giving 14 days' notice and in

accordance with the relevant provisions of the Contract.

10.3.3 If the Contractor suffers delay and/or incurs Cost as a result of this delay in carrying out the Tests on Completion, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and

b) payment of any such accrued costs, which shall be included in the Contract Price.

10.3.4 After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

10.4 Surfaces Requiring Reinstatement

Except as otherwise stated in a Taking-Over Certificate, a certificate for a Section or part of the Works shall not be deemed to certify completion of any ground or other surfaces requiring reinstatement.

11. DEFECTS LIABILITY

11.1 Completion of Outstanding Work and Remedying Defects

11.1.1 In order that the Works and Contractor's Documents, and each Section, shall be in the condition required by the Contract (fair wear and tear excepted) by the expiry date of the relevant Defects Notification Period or as soon as practicable thereafter, the Contractor shall:

a) complete any work which is outstanding on the date stated in a Taking-Over Certificate, within such reasonable time as is instructed by the Engineer, and

b) execute all work required to remedy defects or damage, as may be notified by (or on behalf of) the Procuring Entity on or before the expiry date of the Defects Notification Period for the Works or Section (as the case may be).

11.1.2 If a defect appears or damage occurs, the Contractor shall be notified accordingly by the Engineer.

11.2 Cost of Remedying Defects

11.2.1 All work referred to in sub-paragraph (b) of Sub-Clause 11.1 [Completion of Outstanding Work and Remedying Defects] shall be executed at the risk and cost of the Contractor, if and to the extent that the work is attributable to:

a) Any design for which the Contractor is responsible,

b) Plant, Materials or workmanship not being in accordance with the Contract, or

c) Failure by the Contractor to comply with any other obligation.

11.2.2 If and to the extent that such work is attributable to any other cause, the Contractor shall be notified promptly by (or on behalf of) the Procuring Entity, and Sub-Clause 13.3 [Variation Procedure] shall apply.

11.3 Extension of Defects Notification Period

11.3.1 The Procuring Entity shall be entitled subject to Sub-Clause 2.5 [Procuring Entity's Claims] to an extension of the Defects Notification Period for the Works or a Section if and to the extent that the Works, Section or a major item of Plant (as the case may be, and after taking over) cannot be used for the purposes for which they are intended by reason of a defect or by reason of damage attributable to the Contractor. However, a Defects Notification Period shall not be extended by more than two years.

11.3.2 If delivery and/ or erection of Plant and/ or Materials was suspended under Sub-Clause 8.8 [Suspension of Work] or Sub-Clause 16.1 [Contractor's Entitlement to Suspend Work], the Contractor's obligations under this Clause shall not apply to any defects or damage occurring more than two years after the Defects Notification Period for the Plant and/ or Materials would otherwise have expired.

11.4 Failure to Remedy Defects

11.4.1 If the Contractor fails to remedy any defect or damage within a reasonable time, a date may be fixed by the Engineer, on or by which the defect or damage is to be remedied. The Contractor shall be given

reasonable notice of this date.

11.4.2 If the Contractor fails to remedy the defect or damage by this notified date and this remedial work was to be executed at the cost of the Contractor under Sub-Clause 11.2[Costo f Remedying Defects], the Procuring Entity may (at his option):

(a) Carry out the work itself or by others, in a reasonable manner and at the Contractor's cost, but the Contractor shall have no responsibility for this work; and the Contractor shall subject to Sub-Clause 2.5 [Procuring Entity's Claims] pay to the Procuring Entity the costs reasonably incurred by the Procuring Entity in remedying the defect or damage;

(b) Require the Architect to agree or determine a reasonable reduction in the Contract Price in accordance with Sub-Clause 3.5 [Determinations]; or

(c) if the defect or damage deprives the Procuring Entity of substantially the whole benefit of the Works or any major part of the Works, terminate the Contract as a whole, or in respect of such major part which cannot be put to the intended use. Without prejudice to any other rights, under the Contractor otherwise, the Procuring Entity shall then be entitled to recover all sums paid for the Works or for such part (as the case may be), plus financing costs and the cost of dismantling the same, clearing the Site and returning Plant and Materials to the Contractor.

11.5 Removal of Defective Work

If the defector damage cannot be remedied expeditiously on the Site and the Procuring Entity gives consent, the Contractor may remove from the Site for the purposes of repair such items of Plant as are defective or damaged. This consent may require the Contractor to increase the amount of the Performance Security by the full replacement cost of these items, or to provide other appropriate security.

11.6 Further Tests

11.6.1 If the work of remedying of any defector damage may affect the performance of the Works, the Architect may require the repetition of any of the tests described in the Contract. The requirement shall be made by notice within 14 days after the defect or damage is remedied.

11.6.2 These tests shall be carried out in accordance with the terms applicable to the previous tests, except that they shall be carried out at the risk and cost of the Party liable, under Sub-Clause 11.2 [Cost of Remedying Defects], for the cost of the remedial work.

11.7 Right of Access

Until the Completion Certificate has been issued, the Contractor shall have such right of access to the Works as is reasonably required in order to comply with this Clause, except as may be inconsistent with the Procuring Entity's reasonable security restrictions.

11.8 Contractor to Search

The Contractor shall, if required by the Engineer, search for the cause of any defect on parts of the works that have already accepted, under the direction of the Engineer. Unless the defect is to be remedied at the cost of the Contractor under Sub-Clause 11.2 [Cost of Remedying Defects], the Cost of the search plus profit shall be agreed or determined by the Architect in accordance with Sub-Clause 3.5 [Determinations] and shall be included in the Contract Price.

11.9 Completion Certificate

11.9.1 Performance of the Contractor's obligations shall not be considered to have been completed until the Architect has issued the Completion Certificate to the Contractor, stating the date on which the Contractor completed his obligations under the Contract.

11.9.2 The Architect shall issue the Completion Certificate within 30days after the latest of the expiry dates of the Defects Liability Period, or as soon thereafter as the Contractor has supplied all the Contractor's Documents and completed and tested all the Works, including remedying any defects. A copy of the Completion Certificate shall be issued to the Procuring Entity.

11.9.3 Only the Completion Certificate shall be deemed to constitute acceptance of the Works.

11.10 Unfulfilled Obligations

After the Completion Certificate has been issued, each Party shall remain liable for the fulfilment of any obligation which remains unperformed at that time. For the purposes of determining the nature and extent of unperformed obligations, the Contract shall be deemed to remain in force.

11.11 Clearance of Site

11.11.1 Upon receiving the Completion Certificate, the Contractor shall remove any remaining Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works from the Site.

11.11.2 If all these items have not been removed within 30 days after receipt by the Contractor of the Completion Certificate, the Procuring Entity may sell or otherwise dispose of any remaining items. The Procuring Entity shall be entitled to be paid the costs incurred in connection with, or attributable to, such sale or disposal and restoring the Site.

11.11.3 Any balance of the moneys from the sale shall be paid to the Contractor. If these moneys are less than the Procuring Entity's costs, the Contractor shall pay the outstanding balance to the Procuring Entity.

12. MEASUREMENT AND EVALUATION

12.1 Works to be Measured

12.1.1 The Works shall be measured, and valued for payment, in accordance with this Clause. The Contractor shall show in each application under Sub-Clauses 14.3 [Application for Interim Payment Certificates], 14.10 [Statement on Completion] and 14.11 [Application for Final Payment Certificate] the quantities and other particulars detailing the amounts which he considers to be entitled under the Contract.

12.1.2 Whenever the Architect requires any part of the Works to be measured, reasonable notice shall be given to the Contractor's Representative, who shall:

a) promptly either attend or send another qualified representative to assist the Architect in making the measurement, and
b) supply any particulars requested by the Engineer.
c)

12.1.3 If the Contractor fails to attend or send a representative, the measurement made by the Architect shall be accepted as accurate.

12.1.4 Except as otherwise stated in the Contract, wherever any Permanent Works are to be measured from records, these shall be prepared by the Engineer. The Contractor shall, as and when requested, attend to examine and agree the records with the Engineer, and shall sign the same when agreed. If the Contractor does not attend, the records shall be accepted as accurate.

12.1.5 If the Contractor examines and disagrees the records, and/ or does not sign them as agreed, then the Contractor shall give notice to the Architect of the respects in which the records are asserted to be inaccurate. After receiving this notice, the Architect shall review the records and either confirm or vary them and certify the payment of the undisputed part. If the Contractor does not so give notice to the Architect within 14 days after being requested to examine the records, they shall be accepted as accurate.

12.2 Method of Measurement

Except as otherwise stated in the Contract:

a) Measurement shall be made of the net actual quantity of each item of the Permanent Works, and
b) the method of measurement shall be in accordance with the Bill of Quantities or other applicable Schedules.

12.3 Evaluation

12.3.1 Except as otherwise stated in the Contract, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine the value of work done by evaluating each item of work, applying the measurement agreed or determined in accordance with the above Sub-Clauses 12.1 and 12.2 and the appropriate rate or price for the item.

12.3.2 For each item of work, the appropriate rate or price for the item shall be the rate or price specified for such item in the Contractor, if there is no such item, specified for similar work.

12.3.3 Any item of work included in the Bill of Quantities for which no rate or price was specified shall be considered as included in other rates and prices in the Bill of Quantities and will not be paid for separately.

12.3.4 However, for a new item of work, a new rate or price shall be appropriate for such item of work if:

a) The work is instructed under Clause13 [Variations and Adjustments],

b) no rate or price is specified in the Contract for this item, and

c) no specified rate or price is appropriate because the item of work is not of similar character, or is not executed under similar conditions, as any item in the Contract.

12.3.5 Each new rate or price shall be derived from any relevant rates or prices in the Contract. If no rates or prices are relevant for the new item of work, it shall be derived from the reasonable Cost of executing such work, prevailing market rates, together with profit, taking account of any other relevant matters.

12.3.6 Until such time as an appropriate rate or price is agreed or determined, the Architect shall determine a provisional rate or price for the purposes of Interim Payment Certificates as soon as the concerned work commences.

12.3.7 Where the contract price is different from the corrected tender price, in order to ensure the contractor is not paid less or more relative to the contract price (*which would be the tender price*), payment valuation certificates and variation orders on omissions and additions valued based on rates in the Bill of Quantities or schedule of rates in the Tender, will be adjusted by a plus or minus percentage. The percentage already worked out during tender evaluation is worked out as follows: *(corrected tender price– tender price)/ tender price X 100.*

12.4 Omissions

Whenever the omission of any work forms part (or all) of a Variation, the value of which has not been agreed, if:

a) The Contractor will incur (or has incurred) cost which, if the work had not been omitted, would have been deemed to be covered by a sum forming part of the Accepted Contract Amount;

b) The omission of the work will result (or has resulted) in this sum not forming part of the Contract Price; and

c) this cost is not deemed to be included in the evaluation of any substituted work; then the Contractor shall give notice to the Architect accordingly, with supporting particulars. Upon receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine this cost, which shall be included in the Contract Price.

13. VARIATIONS AND ADJUSTMENTS

13.1 Right to Vary

13.1.1 Variations may be initiated by the Architect at any time prior to issuing the Taking-Over Certificate for the Works, either by an instruction or by a request for the Contractor to submit a proposal. No Variation instructed by the Architect under this Clause shall in any way vitiate or in validate the Contract.

13.1.2 The Contractor shall execute and be bound by each Variation, unless the Contractor promptly gives notice to the Architect stating (with supporting particulars) that (i) the Contractor cannot readily obtain the Goods required for the Variation, or (ii) such Variation triggers a substantial change in the sequence or progress of the Works. Upon receiving this notice, the Architect shall cancel, confirm or vary the instruction.

13.1.3 Each Variation may include:

a) changes to the quantities of any item of work included in the Contract (however, such changes do not necessarily constitute a Variation),

b) changes to the quality and other characteristics of any item of work,

c) changes to the levels, positions and/ or dimensions of any part of the Works,

d) omission of any work unless it is to be carried out by others,

e) any additional work, Plant, Materials or services necessary for the Permanent Works, including any

associated Tests on Completion, boreholes and other testing and exploratory work, or

f) changes to the sequence or timing of the execution of the Works.

13.1.4 The Contractor shall not make any alteration and/or modification of the Permanent Works, unless and until the Architect instructs after obtaining approval of the Procuring Entity.

13.2. Variation Order Procedure

13.2.1 Prior to any Variation Order under Sub-Clause 13.1.4 the Architect shall notify the Contractor of the nature and form of such variation. As soon as possible after having received such notice, the Contractor shall submit to the Engineer:

a) A description of work, if any, to be performed and a programme for its execution, and

b) the Contractor's proposals for any necessary modifications to the Programme according to Sub-Clause 8.3 or to any of the Contractor's obligations under the Contract, and

c) the Contractor's proposals for adjustment to the Contract Price.

Following the receipt of the Contractor's submission the Architect shall, after due consultation with the Employer and the Contractor, decide as soon as possible whether or not the variation shall be carried out. If the Architect decides that the variation shall be carried out, he shall issue a Variation Order clearly identified as such in accordance with the Contractor's submission or as modified by agreement.

If the Architect and the Contractor are unable to agree the adjustment of the Contract Price, the provisions of Sub-Clause 13.2.2 shall apply.

13.2.2 Disagreement on Adjustment of the Contract Price

If the Contractor and the Architecture unable to agree on the adjustment of the Contract Price, the adjustment shall be determined in accordance with the rates specified in the Bills of Quantities or Schedule of Day work Prices. If the rates contained in the Bills of Quantities or Day works Prices are not directly applicable to the specific work in question, suitable rates shall be established by the Architect reflecting the level of pricing in the Day works Prices. Where rates are not contained in the said Prices, the amount shall be such as is in all the circumstances reasonable, reflecting a market price. Due account shall be taken of any over-or under-recovery of overheads by the Contractor in consequence of the variation. The Contractor shall also be entitled to be paid:

a) The cost of any partial execution of the Works rendered useless by any such variation,

b) The cost of making necessary alterations to Plant already manufactured or in the course of manufacture or of any work done that has to be altered in consequence of such a variation,

c) any additional costs incurred by the Contractor by the disruption of the progress of the Works as detailed in the Programme, and

d) the net effect of the Contractor's finance costs, including interest, caused by the variation.

The Architect shall on this basis determine the rates or prices to enable on-account payment to be included in certificates of payment.

13.2.3 Contractor to Proceed

On receipt of a Variation Order, the Contractor shall forth with proceed to carry out the variation and be bound to these Conditions in so doing as if such variation was stated in the Contract. The work shall not be delayed pending the granting of an extension of the Time for Completion or an adjustment to the Contract Price under Sub-Clause31.3.

13.3 Value Engineering

13.3.1 The Contractor may, at anytime, submit to the Architect written proposal which (in the Contractor's opinion) will, if adopted, (i) accelerate completion, (ii) reduce the cost to the Procuring Entity of executing, maintaining or operating the Works, (iii) improve the efficiency or value to the Procuring Entity of the completed Works, or
(iv) otherwise be of benefit to the Procuring Entity.

13.3.2 The proposal shall be prepared at the cost of the Contractor and shall include the items listed in Sub-Clause 13.3 [Variation Procedure].

13.2.3 If a proposal, which is approved by the Engineer, includes a change in the design of part of the Permanent Works, then unless otherwise agreed by both Parties:

a) The Contractor shall design this part,

b) sub-paragraphs (a) to (d) of Sub-Clause 4.1 [Contractor's General Obligations] shall apply, and

c) if this change results in a reduction in the contract value of this part, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine a fee, which shall be included in the Contract Price. This fee shall behalf (50%) of the difference between the following amounts:

i) such reduction in contract value, resulting from the change, excluding adjustments under Sub-Clause
13.8 [Adjustments for Changes in Legislation] and Sub-Clause 13.8 [Adjustments for Changes in Cost], and

ii) the reduction (if any) in the value to the Procuring Entity of the varied works, taking account of any improvement in quality, anticipated life or operational efficiencies.

13.3.4 However, if the amount established in item 13.2.3 (c) (i) is less than amount established in item 13.2.3 (c (ii), there shall not be a fee. However, if the amount established in item 13.2.3 (c) (i) is more than amount established in item 13.2.3 (c (ii), it shall result in a price variation to the Procuring Entity.

13.4 Variation Procedure for Value Engineering proposal

13.4.1 If the Architect requests a proposal, prior to instructing a Variation, the Contractor shall respond in writing as soon as practicable, either by giving reasons why he cannot comply (if this is the case) or by submitting:

a) A description of the proposed work to be performed and a programme for its execution,

b) the Contractor's proposal for any necessary modifications to the programme according to Sub-Clause 8.3 [Programme] and to the Time for Completion, and

c) the Contractor's proposal for evaluation of the Variation.

13.4.2 The Architect shall, as soon as practicable after receiving such proposal (under Sub-Clause 13.2 [Value Project Engineering] or otherwise), respond with approval, disapproval or comments. The Contractor shall not delay any work whilst awaiting a response.

13.4.3 Each instruction to execute a Variation, with any requirements for the recording of Costs, shall be issued by the Architect to the Contractor, who shall acknowledge receipt.

13.4.4 Each Variation shall be evaluated in accordance with Clause 12 [Measurement and Evaluation], unless the Architect instructs or approves otherwise in accordance with this Clause.

13.5 Payment in Applicable Currencies

If the Contract provides for payment of the Contract Price in more than one currency, then whenever an adjustment is agreed, approved or determined as stated above, the amount payable in each of the applicable currencies shall be specified. For this purpose, reference shall be made to the actual or expected currency proportions of the Cost of the varied work, and to the proportions of various currencies specified for payment of the Contract Price.

13.6 Provisional Sums

13.6.1 Each Provisional Sum shall only be used, in whole or in part, in accordance with the Architect instructions, and the Contract Price shall be adjusted accordingly. The total sum paid to the Contractor shall include only such amounts, for the work, supplies or services to which the Provisional Sum relates, as the Architect shall have instructed. For each Provisional Sum, the Architect May instruct:

a) Work to be executed (including Plant, Materials or services to be supplied) by the Contractor and valued under Sub-Clause 13.3 [Variation Procedure]; and/or

b) Plant, Materials or services to be purchased by the Contractor, from a nominated Subcontractor (as defined in Clause 5 [Nominated Subcontractors]) or otherwise; and for which there shall be included in the Contract Price:

i) The actual amounts paid (or due to be paid) by the Contractor, and

ii) a sum for overhead charges and profit, calculated as a percentage of these actual amounts by

applying the relevant percentage rate (if any) stated in the appropriate Schedule. If there is no such rate, the percentage rate stated in **the Special Conditions of Contract** shall be applied.

13.6.2 The Contractor shall, when required by the Engineer, produce quotations, invoices, vouchers and accounts or receipts in substantiation.

13.7 Dayworks

13.7.1 For work of a minor or incidental nature, the Architect may instruct that a Variation shall be executed on a daywork basis. The work shall then be valued in accordance with the Daywork Schedule included in the Contract, and the following procedure shall apply. If a Daywork Schedule is not included in the Contract, this Sub-Clause shall not apply.

13.7.2 Before ordering Goods for the work, the Contractor shall submit quotations to the Engineer. When applying for payment, the Contractor shall submit invoices, vouchers and accounts or receipts for any Goods.

13.7.3 Except for any items for which the Daywork Schedule specifies that payment is not due, the Contractor shall delive reach day to the Architect accurate statements induplicate which shall include the following details of the resources used in executing the previous day's work:

a) The names, occupations and time of Contractor's Personnel,
b) the identification, type and time of Contractor's Equipment and Temporary Works, and
c) the quantities and types of Plant and Materials used.

13.7.4 One copy of each statement will, if correct, or when agreed, be signed by the Architect and returned to the Contractor. The Contractor shall then submit priced statements of these resources to the Engineer, prior to their inclusion in the next Statement under Sub-Clause 14.3 [Application for Interim Payment Certificates].

13.8 Adjustments for Changes in Legislation

13.8.1 The Contract Price shall be adjusted to take account of any increase or decrease in Cost resulting from a change in the Laws of Kenya (including the introduction of new Laws and the repeal or modification of existing Laws) or in the judicial or official governmental interpretation of such Laws, made after the Base Date, which affect the Contractor in the performance of obligations under the Contract.

13.8.2 If the Contractor suffers (or will suffer) delay and/or incurs (or will incur) additional Cost as a result of these changes in the Laws or in such interpretations, made after the Base Date, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
b) payment of any such Cost, which shall be included in the Contract Price.

13.8.3 After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

13.8.4 Notwithstanding the foregoing, the Contractor shall not be entitled to an extension of time if the relevant delay has already been taken into account in the determination of a previous extension of time and such Cost shall not be separately paid if the same shall already have been taken into account in the indexing of any inputs to the table of adjustment data in accordance with the provisions of Sub-Clause 13.8 [Adjustments for Changes in Cost].

13.9 Adjustments for Changes in Cost

13.9.1 In this Sub-Clause, “table of adjustment data” means the completed table of adjustment data for local and foreign currencies included in the Schedules. If there is no such table of adjustment data, this Sub-Clause shall not apply.

13.9.2 If this Sub-Clause applies, the amounts payable to the Contractor shall be adjusted for rises or falls in the cost of labor, Goods and other inputs to the Works, by the addition or deduction of the amounts determined by the formulae prescribed in this Sub-Clause. To the extent that full compensation for any rise or fall in Costs is not covered by the provisions of this or other Clauses, the Accepted Contract Amount shall be deemed to have included a mounts to cover the contingency of other rises and falls in

costs.

13.9.3 The adjustment to be applied to the amount otherwise payable to the Contractor, as valued in accordance with the appropriate Schedule and certified in Payment Certificates, shall be determined from formulae for each of the currencies in which the Contract Price is payable. No adjustment is to be applied to work valued on the basis of Cost or current prices. The formulae shall be of the following general type:

Price Adjustment Formula

Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC.** If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type specified below applies:

P = A + B Im/Io

where:

P is the adjustment factor for the portion of the Contract Price payable.

A and **B** a recoefficients **specified in the SCC,** representing then on adjustable and adjustable portions, respectively, of the Contract Price payable and

I m is the index prevailing at the end of the month being invoiced and **Io**c is the index prevailing 30 days before Bid opening for inputs payable.

NOTE: The sum of the two coefficients A and B should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formulae for all currencies, since coefficient A, for the non adjustable portion of the payments, is a very approximate figure (usually 0.15) to take account of fixed cost elements or other nonadjustable components. The sum of the adjustments for each currency are added to the Contract Price.

13.9.4 The cost indices or reference prices stated in the table of adjustment data shall be used. If their source is in doubt, it shall be determined by the Engineer. Forth is purpose, reference shall be made to the values of the indices at stated dates (quoted in the fourth and fifth columns respectively of the table) for the purposes of clarification of the source; although these dates (and thus these values) may not correspond to the base cost indices.

13.9.5 In cases where the "currency of index" is not the relevant currency of payment, each index shall be converted into the relevant currency of payment at the selling rate, established by the Central Bank of Kenya, of this relevant currency on the above date for which the index is required to be applicable.

13.9.6 Until such time as each current cost index is available, the Architect shall determine a provisional index for the issue of Interim Payment Certificates. When a current cost index is available, the adjustment shall be recalculated accordingly.

13.9.7 If the Contractor fails to complete the Works within the Time for Completion, adjustment of prices there after shall be made using either (i) each index or price applicable on the date 49 days prior to the expiry of the Time for Completion of the Works, or (ii) the current index or price, whichever is more favorable to the Procuring Entity.

13.9.8 The weightings (coefficients) for each of the factors of cost stated in the table(s) of adjustment data shall only be adjusted if they have been rendered unreasonable, unbalanced or in applicable, as a result of Variations.

14 CONTRACT PRICE AND PAYMENT

14.1 The Contract Price

14.1.1 Unless otherwise stated in the Special Conditions:

a) The value of the payment certificate shall be agreed or determined under Sub-Clause 12.3

[Evaluation] and be subject to adjustments in accordance with the Contract;

b) the Contractor shall pay all taxes, duties and fees required to be paid by him under the Contract, and the Contract Price shall not be adjusted for any of these costs except as stated in Sub-Clause 13.7 [Adjustments for Changes in Legislation];

c) any quantities which may be set out in the Bill of Quantities or other Schedule are estimated quantities and are not to be taken as the actual and correct quantities:

   i) of the Works which the Contractor is required to execute, or

   ii) for the purposes of Clause12 [Measurement and Evaluation]; and

d) the Contractor shall submit to the Engineer, within 30 days after the Commencement Date, a proposed breakdown of each lump sum price in the Schedules. The Architect may take account of the break down when preparing Payment Certificates but shall not be bound by it.

14.1.2 Notwithstanding the provisions of subparagraph (b), Contractor's Equipment, including essential spare parts there for, imported by the Contractor for the sole purpose of executing the Contract shall not be exempt from the payment of import duties and taxes upon importation.

14.2 Advance Payment

14.2.1 The Procuring Entity shall make an advance payment, as an interest-free loan for mobilization and cashflow support, when the Contractor submits a guarantee in accordance with this Clause. The total advance payment, the number and timing of installments (if more than one), and the applicable currencies and proportions, shall be as stated in the **Special Conditions of Contract.**

14.2.2 Unless and until the Procuring Entity receives this guarantee, or if the total advance payment is not stated in the Special Conditions of Contract, this Sub-Clause shall not apply.

14.2.3 The Architect shall deliver to the Procuring Entity and to the Contractor an Interim Payment Certificate for the advance payment or its first installment after receiving a Statement (under Sub-Clause 14.3 [Application for Interim Payment Certificates]) and after the Procuring Entity receives (i) the Performance Security in accordance with Sub-Clause 4.2 [Performance Security] and (ii) a guarantee in amounts and currencies equal to the advance payment. This guarantee shall be issued by a reputable bank or financial institutions elected by the Contractor and shall be in the form annexed to the Special Conditions or in another form approved by the Procuring Entity.

14.2.4 The Contractor shall ensure that the guarantee is valid and enforceable until the advance payment has been repaid, but its amount shall be progressively reduced by the amount repaid by the Contractor as indicated in the Payment Certificates. If the terms of the guarantee specify its expiry date, and the advance payment has not been repaid by the date 30 days prior to the expiry date, the Contractor shall extend the validity of the guarantee until the advance payment has been repaid.

14.2.5 Unless stated otherwise in **the Special Conditions of Contract**, the advance payment shall be repaid through percentage deductions from the interim payments determined by the Architect in accordance with Sub-Clause 14.6 [Issue of Interim Payment Certificates], as follows:

a) Deductions shall commence in the next interim Payment Certificate following that in which the total of all certified interim payments (excluding the advance payment and deductions and repayments of retention) exceeds 30 percent (30%) of the Accepted Contract Amount less Provisional Sums; and

b) deductions shall be made at the amortization rate stated in the **Special Conditions of Contract** of the amount of each Interim Payment Certificate (excluding the advance payment and deductions for its repayments as well as deductions for retention money) in the currencies and proportions of the advance payment until such time as the advance payment has been repaid; provided that the advance payment shall be completely repaid prior to the time when 90 percent (90%) of the Accepted Contract Amount less Provisional Sums has been certified for payment.

14.2.6 If the advance payment has not been repaid prior to the issue of the Taking-Over Certificate for the Works or prior to termination under Clause 15 [Termination by Procuring Entity], Clause 16 [Suspension and Termination by Contractor] or Clause 19 [Force Majeure] (as the case may be), the whole of the balance then outstanding shall immediately become due and in case of termination under Clause 15 [Termination by Procuring Entity], except for Sub-Clause 14.2.7 [Procuring Entity's Entitlement to Termination for

Convenience], payable by the Contractor to the Procuring Entity.

14.3 Application for Interim Payment Certificates

14.3.1 The Contractor shall submit a Statement (in number of copies indicated in the **Special Conditions of Contract**) to the Architect after the end of each month, in a form approved by the Engineer, showing in detail the amounts to which the Contractor considers itself to be entitled, together with supporting documents which shall include the report on the progress during this month in accordance with Sub-Clause4.21 [Progress Reports].

14.3.2 The Statement shall include the following items, as applicable, which shall be expressed in the various currencies in which the Contract Price is payable, in the sequence listed:

a) the estimated contract value of the Works executed and the Contractor's Documents produced up to the end of the month (including Variations but excluding items described in sub-paragraphs (b) to (g) below);

b) any amounts to be added and deducted for changes in legislation and changes in cost, in accordance with Sub-Clause 13.7 [Adjustments for Changes in Legislation] and Sub-Clause 13.8 [Adjustments for Changes in Cost];

c) any amount to be deducted for retention, calculated by applying the percentage of retention stated in **the Special Conditions of Contract** to the total of the above amounts, until the amount so retained by the Procuring Entity reaches the limit of Retention Money (if any) stated **in the Special Conditions of Contract**;

d) any amounts to be added for the advance payment and (if more than one installment) and to be deducted for its repayments in accordance with Sub-Clause 14.2 [Advance Payment];

e) any amounts to be added and deducted for Plant and Materials in accordance with Sub-Clause 14.5 [Plant and Materials intended for the Works];

f) any other additions or deductions which may have become due under the Contractor otherwise, including those under Clause 20 [Claims, Disputes and Arbitration]; and

g) the deduction of amounts certified in all previous Payment Certificates.

14.4 Schedule of Payments

14.4.1 If the Contract includes a schedule of payments specifying the installments in which the Contract Price will be paid, then unless otherwise stated in this schedule:

a) The installments quoted in this schedule of payments shall be the estimated contract values for the purposes of sub-paragraph (a) of Sub-Clause 14.3 [Application for Interim Payment Certificates];

b) Sub-Clause 14.5 [Plant and Materials intended for the Works] shall not apply; and

c) If these installments are not defined by reference to the actual progress achieved in executing the Works, and if actual progress is found to be less or more than that on which this schedule of payments was based, then the Architect may proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine revised installments, which shall take account of the extent to which progress is less or more than that on which the installments were previously based.

14.4.2 If the Contract does not include a schedule of payments, the Contractor shall submit non-binding estimates of the payments which he expects to become due during each quarterly period. The first estimate shall be submitted within 42 days after the Commencement Date. Revised estimates shall be submitted at quarterly intervals, until the Taking-Over Certificate has been issued for the Works.

14.5 Plant and Materials intended for the Works

14.5.1 If this Sub-Clause applies, Interim Payment Certificates shall include, under sub-paragraph (e) of Sub-Clause 14.3, (i) an amount for Plant and Materials which have been sent to the Site for incorporation in the Permanent Works, and (ii) a reduction when the contract value of such Plant and Materials is included as part of the Permanent Works under sub-paragraph (a) of Sub-Clause 14.3 [Application for Interim Payment Certificates].

14.5.2 If the lists referred to in sub-paragraphs (b)(i) or (c)(i) below are not included in the Schedules, this Sub-Clause shall not apply.

14.5.3 The Architect shall determine and certify each addition if the following conditions are satisfied:

a) The Contractor has:
   i) kept satisfactory records (including the orders, receipts, Costs and use of Plant and Materials) which are available for inspection, and
   (ii) submitted statement of the Cost of acquiring and delivering the Plant and Materials to the Site, supported by satisfactory evidence;

   and either:

b) the relevant Plant and Materials:
   i) are those listed in the Schedules for payment when shipped,
   ii) have been shipped to Kenya, enroute to the Site, in accordance with the Contract; and
   iii) are described in a clean shipped bill of lading or other evidence of shipment, which has been submitted to the Architect together with evidence of payment of freight and insurance, any other documents reasonably required, and a bank guarantee in a form and issued by an entity approved by the Procuring Entity in amounts and currencies equal to the amount due under this Sub-Clause: this guarantee may be in a similar form to the form referred to in Sub-Clause14.2 [Advance Payment] and shall be valid until the Plant and Materials are properly stored on Site and protected against loss, damage or deterioration; or

c) the relevant Plant and Materials:
   i) are those listed in the Schedules for payment when delivered to the Site, and
   ii) have been delivered to and are properly stored on the Site, are protected against loss, damage or deterioration and appear to be in accordance with the Contract.

14.5.4 The additional amount to be certified shall be the equivalent of eighty percent (80%) of the Architect determination of the cost of the Plant and Materials (including delivery to Site), taking account of the documents mentioned in this Sub-Clause and of the contract value of the Plant and Materials.

14.5.5 The currencies for this additional amount shall be the same as those in which payment will become due when the contract value is included under sub-paragraph (a) of Sub-Clause 14.3 [Application for Interim Payment Certificates]. At that time, the Payment Certificate shall include the applicable reduction which shall be equivalent to, and in the same currencies and proportions as, this additional amount for the relevant Plant and Materials.

14.6 Issue of Interim Payment Certificates

14.6.1 No amount will be certified or paid until the Procuring Entity has received and approved the Performance Security. Thereafter, the Architect shall, within 30 days after receiving a Statement and supporting documents, deliver to the Procuring Entity and to the Contractor an Interim Payment Certificate which shall state the amount which the Architect fairly determines to be due, with all supporting particulars for any reduction or withholding made by the Architect on the Statement if any.

14.6.2 However, prior to issuing the Taking-Over Certificate for the Works, the Architect shall not be bound to issue an Interim Payment Certificate in an amount which would (after retention and other deductions) be less than the minimum amount of Interim Payment Certificates (if any) stated **in the Special Conditions of Contract**. In this event, the Architect shall give notice to the Contractor accordingly.

14.6.3 An Interim Payment Certificate shall not be withheld for any other reason, although:

a) if anything supplied or work done by the Contractor is not in accordance with the Contract, the cost of rectification or replacement may be withheld until rectification or replacement has been completed; and/or

b) if the Contractor was or is failing to perform any work or obligation in accordance with the Contract, and had been so notified by the Engineer, the value of this work or obligation may be withheld until the work or obligation has been performed.

4.6.4 The Architect may in any Payment Certificate make any correction or modification that should properly be made to any previous Payment Certificate. A Payment Certificate shall not be deemed to indicate the

Architect acceptance, approval, consent or satisfaction.

14.7 Payment

14.7.1 The Procuring Entity shall pay to the Contractor:

a) The advance payment shall be paid within 60 days after signing of the contract by both parties or within 60 days after receiving the documents in accordance with Sub-Clause 4.2 [Performance Security] and Sub- Clause 14.2 [Advance Payment], whichever is later;
b) The amount certified in each Interim Payment Certificate within 60 days after the Architect Issues Interim Payment Certificate; and
c) the amount certified in the Final Payment Certificate within 60 days after the Procuring Entity Issues Interim Payment Certificate; or after determination of any disputed amount shown in the Final Statement in accordance with Sub-Clause 16.2 [Termination by Contractor].

14.7.2 Payment of the amount due in each currency shall be made into the bank account, nominated by the Contractor, in the payment country (forth is currency) specified in the Contract.

14.8 Delayed Payment

14.8.1 If the Contractor does not receive payment in accordance with Sub-Clause 14.7 [Payment], the Contractor shall be entitled to receive financing charges (simple interest) monthly on the amount unpaid during the period of delay. This period shall be deemed to commence on the date for payment specified in Sub-Clause 14.7 [Payment], irrespective (in the case of its sub-paragraph (b) of the date on which any Interim Payment Certificate is issued.

14.8.2 These financing charges shall be calculated at the annual rate of three percentage points above the mean rate of the Central Bank in Kenya of the currency of payment, or if not available, the inter bank offered rate, and shall be paid in such currency.

14.8.3 The Contractor shall be entitled to this payment without formal notice and certification, and without prejudice to any other right or remedy.

14.9 Payment of Retention Money

14.9.1 When the Taking-Over Certificate has been issued for the Works, the first half of the Retention Money shall be certified by the Architect for payment to the Contractor. If a Taking-Over Certificate is issued for a Section or part of the Works, a proportion of the Retention Money shall be certified and paid. This proportion shall behalf (50%) of the proportion calculated by dividing the estimated contract value of the Section or part, by the estimated final Contract Price.

14.9.2 Promptly after the latest of the expiry dates of the Defects Liability Periods, the outstanding balance of the Retention Money shall be certified by the Architect for payment to the Contractor. If a Taking-Over Certificate was issued for a Section, a proportion of the second half of the Retention Money shall be certified and paid promptly after the expiry date of the Defects Notification Period for the Section. This proportion shall behalf (50%) of the proportion calculated by dividing the estimated contract value of the Section by the estimated final Contract Price.

14.9.3 However, if any work remains to be executed under Clause 11 [Defects Liability], the Architects hall be entitled to withhold certification of the estimated cost of this work until it has been executed.

14.9.4 When calculating these proportions, no account shall be taken of any adjustments under Sub-Clause 13.7 [Adjustments for Changes in Legislation] and Sub-Clause13.8 [Adjustments for Changes in Cost].

14.9.5 Unless otherwise stated in the Special Conditions, when the Taking-Over Certificate has been issued for the Works and the first half of the Retention Money has been certified for payment by the Engineer, the Contractor shall be entitled to substitute a Retention Money Security guarantee, in the form annexed to the Special Conditions or in another form approved by the Procuring Entity and issued by a reputable bank or financial institution selected by the Contractor, for the second half of the Retention Money.

14.9.6 The Procuring Entity shall return the Retention Money Security guarantee to the Contractor within 14 days after receiving a copy of the Completion Certificate.

14.10 Statement at Completion

14.10.1 Within 84 days after receiving the Taking-Over Certificate for the Works, the Contractor shall submit to the Architect three copies of a Statement at completion with supporting documents, in accordance with Sub- Clause 14.3 [Application for Interim Payment Certificates], showing:

a) the value of all work done in accordance with the Contract up to the date stated in the Taking-Over Certificate for the Works,
b) any further sums which the Contractor considers to be due, and
c) an estimate of any other amounts which the Contractor considers will become due to him under the Contract. Estimated amounts shall be shown separately in this Statement at completion.

14.10.2 The Architect shall then certify in accordance with Sub-Clause 14.6 [Issue of Interim Payment Certificates].

14.11 Application for Final Payment Certificate

14.1 .1 Within 60 days after receiving the Completion Certificate, the Contractor shall submit, to the Engineer, six copies of a draft final statement with supporting documents showing in detail in a form approved by the Engineer:

a) The value of all work done in accordance with the Contract, and
b) Any further sums which the Contractor considers to be due to him under the Contractor otherwise.

14.11.2 If the Architect disagrees with or cannot verify any part of the draft final statement, the Contractor shall submit such further information as the Architect may reasonably require within 30 days from receipt of said draft and shall make such changes in the draft as may be agreed between them. The Contractor shall then prepare and submit to the Architect the final statement as agreed. This agreed statement is referred to in these Conditions as the "Final Statement".

14.11.3 However, if, following discussions between the Architect and the Contractor and any changes to the draft final statement which are agreed, it becomes evident that a dispute exists, the Architect shall deliver to the Procuring Entity (with a copy to the Contractor) an Interim Payment Certificate for the agreed parts of the draft final statement. Thereafter, if the dispute is finally resolved under Sub-Clause 20.4 [Obtaining Dispute Board's Decision] or Sub-Clause 20.5 [Amicable Settlement], the Contractor shall then prepare and submit to the Procuring Entity (with a copy to the Engineer) a Final Statement.

14.12 Discharge

When submitting the Final Statement, the Contractor shall submit a discharge which confirms that the total of the Final Statement represents full and final settlement of all moneys due to the Contractor under or in connection with the Contract. This discharge may state that it becomes effective when the Contractor has received the Performance Security and the outstanding balance of this total, in which event the discharge shall be effective on such date.

14.13 Issue of Final Payment Certificate

14.13.1 Within 30days after receiving the Final Statement and discharge in accordance with Sub-Clause 14.11 [Application for Final Payment Certificate] and Sub-Clause 14.12 [Discharge], the Architect shall deliver, to the Procuring Entity and to the Contractor, the Final Payment Certificate which shall state:

a) The amount which he fairly determines is finally due, and
b) After giving credit to the Procuring Entity for all amounts previously paid by the Procuring Entity and for all sums to which the Procuring Entity is entitled, the balance (if any) due from the Procuring Entity to the Contractor or from the Contractor to the Procuring Entity, as the case may be.

14.13.2 If the Contractor has not applied for a Final Payment Certificate in accordance with Sub-Clause 14.11 [Application for Final Payment Certificate] and Sub-Clause 14.12 [Discharge], the Architect shall

request the Contractor to do so. If the Contractor fails to submit an application within a period of 30 days, the Architect shall issue the Final Payment Certificate for such amount as he fairly determines to be due.

14.14 Cessation of Procuring Entity's Liability

14.14.1 The Procuring Entity shall not be liable to the Contractor for any matter or thing under or in connection with the Contract or execution of the Works, except to the extent that the Contractor shall have included an amount expressly for it:

a) in the Final Statement and also,
b) (except for matters or things arising after the issue of the Taking-Over Certificate for the Works) in the Statement at completion described in Sub-Clause 14.10 [Statement at Completion].

14.14.2 However, this Sub-Clause shall not limit the Procuring Entity's liability under his indemnification obligations, or the Procuring Entity's liability in any case of fraud, deliberate default or reckless misconduct by the Procuring Entity.

14.15 Currencies of Payment

The Contract Price shall be paid in the currency or currencies named in the Schedule of Payment Currencies. If more than one currency is so named, payments shall be made as follows:

a) If the Accepted Contract Amount was expressed in Local Currency only:
   i) the proportions or amounts of the Local and Foreign Currencies, and the fixed rates of exchange to be used for calculating the payments, shall be as stated in the Schedule of Payment Currencies, except as otherwise agreed by both Parties;
   ii) payments and deductions under Sub-Clause 13.5 [Provisional Sums] and Sub-Clause 13.7 [Adjustments for Changes in Legislation] shall be made in the applicable currencies and proportions; and
   iii) other payments and deductions under sub-paragraphs (a) to (d) of Sub-Clause 14.3 [Application for Interim Payment Certificates] shall be made in the currencies and proportions specified in sub- paragraph (a) (i) above;
b) payment of the damages specified in the Special Conditions of Contract, shall be made in the currencies and proportions specified in the Schedule of Payment Currencies;
c) other payments to the Procuring Entity by the Contractor shall be made in the currency in which the sum was expended by the Procuring Entity, or in such currency as may be agreed by both Parties;
d) if any amount payable by the Contractor to the Procuring Entity in a particular currency exceeds the sum payable by the Procuring Entity to the Contractor in that currency, the Procuring Entity may recover the balance of this amount from the sums otherwise payable to the Contractor in other currencies; and
e) if no rates of exchange are stated in the Schedule of Payment Currencies, they shall be those prevailing on the Base Date and determined by the Central Bank of Kenya.

15. TERMINATION BY PROCURING ENTITY

15.1 Notice to correct any defects or failures

If the Contractor fails to carry out any obligation under the Contract, the Architect may by notice require the Contractor to make good the failure and to remedy it within 30 days.

15.2 Termination by Procuring Entity

15.2.1 The Procuring Entity shall be entitled to terminate the Contract if the Contractor breaches the contract based on following circumstances which shall include but not limited to:

a) fails to comply with Sub-Clause 4.2 [Performance Security] or with a notice under Sub-Clause 15.1 [Notice to Correct],
b) abandons the Works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the Contract,

c) without reasonable excuse fails:
   i) to proceed with the Works in accordance with Clause 8 [Commencement, Delays and Suspension], or
   ii) to comply with a notice issued under Sub-Clause 7.5 [Rejection] or Sub-Clause 7.6 [Remedial Work], within 30 days after receiving it,

d) subcontracts the major part or whole of the Works or assigns the Contract without the consent of the Procuring Entity,

e) becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events, or

f) gives or offers to give (directly or indirectly) to any person any bribe, gift, gratuity, commission or other thing of value, as an induce mentor reward:

i) for doing or for bearing to do any action in relation to the Contract, or

ii) for showing or for bearing to show favor or disfavor to any person in relation to the Contract, or

iii) if any of the Contractor's Personnel, agents or Subcontractors gives or offers to give (directly or indirectly) to any person any such induce mentor reward as is described in this sub-paragraph (f). However, lawful inducements and rewards to Contractor's Personnel shall not entitle termination, or

g) If the contract or repeatedly fails to remedy delivers defective work,

h) based on reasonable evidence, has engaged in Fraud and Corruption as defined in paragraph 2.2 of the Appendix B to these General Conditions, in competing for or in executing the Contract.

15.2.2 In any of these events or circumstances, the Procuring Entity may, upon giving 14 days' notice to the Contractor, terminate the Contract and expel the Contractor from the Site. However, in the case of sub-paragraph (e) or (f) or (g) or (h), the Procuring Entity may by notice terminate the Contract immediately.

15.2.3 The Procuring Entity's election to terminate the Contract shall not prejudice any other rights of the Procuring Entity, under the Contractor otherwise.

15.2.4 The Contractor shall then leave the Site and deliver any required Goods, all Contractor's Documents, and other design documents made by or for him, to the Engineer. However, the Contractor shall use his best efforts to comply immediately with any reasonable instructions included in the notice (i) for the assignment of any subcontract, and (ii) for the protection of life or property or for the safety of the Works.

15.2.5 After termination, the Procuring Entity may complete the Works and/ or arrange for any other entities to do so. The Procuring Entity and these entities may then use any Goods, Contractor's Documents and other design documents made by or on behalf of the Contractor.

15.2.6 The Procuring Entity shall then give notice that the Contractor's Equipment and Temporary Works will be released to the Contractor at or near the Site. The Contractor shall promptly arrange their removal, at the risk and cost of the Contractor. However, if by this time the Contractor has failed to make a payment due to the Procuring Entity, these items may be sold by the Procuring Entity in order to recover this payment. Any balance of the proceeds shall then be paid to the Contractor.

15.3 Valuation at Date of Termination

Assoon as practicable after a notice of termination under Sub-Clause 15.2 [Termination by Procuring Entity] has taken effect, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine the value of the Works, Goods and Contractor's Documents, and any other sums due to the Contractor for work executed in accordance with the Contract.

15.4 Payment after Termination

After a notice of termination under Sub-Clause 15.2 [Termination by Procuring Entity] has taken effect, the Procuring Entity may:

a) Proceed in accordance with Sub-Clause 2.5 [Procuring Entity's Claims],

b) withhold further payments to the Contractor until the costs of execution, completion and remedying of any defects, damages for delay in completion (if any), and all other costs incurred by the Procuring Entity, have been established, and/ or

c) recover from the Contractor any losses and damages incurred by the Procuring Entity and any extra costs of completing the Works, after allowing for any sum due to the Contractor under Sub-Clause 15.3 [Valuation at Date of Termination]. After recovering any such losses, damages and extra costs, the Procuring Entity shall pay any balance to the Contractor.

15.5 Procuring Entity's Entitlement to Termination for Convenience

The Procuring Entity shall be entitled to terminate the Contract, at any time at the Procuring Entity's convenience, by giving notice of such termination to the Contractor. The termination shall take effect 30 days after the later of the dates on which the Contractor receives this notice or the Procuring Entity returns the Performance Security. The Procuring Entity shall not terminate the Contract under this Sub-Clause in order to execute the Works itself or to arrange for the Works to be executed by another contractor or to avoid a termination of the Contract by the Contractor under Clause 16.2 [Termination by Contractor]. After this termination, the Contractor shall proceed in accordance with Sub-Clause 16.3 [Cessation of Work and Removal of Contractor's Equipment] and shall be paid in accordance with Sub-Clause 16.4 [Payment on Termination].

15.6 Fraud and Corruption

The Contractor shall ensure compliance with the Kenya Government's Anti-Corruption Laws and its prevailing sanctions.

15.7 Corrupt gifts and payments of commission

15.7.1 The Contractor shall not;

a) Offer or give or agree to give to any person in the service of the Procuring Entity any gift or consideration of any kind as an inducement or reward for doing or for bearing to door for having done or for borne to do any act in relation to the obtaining or execution of this or any other Contract for the Procuring Entity or for showing or for bearing to show favor or disfavor to any person in relation to this or any other contract for the Procuring Entity.

b) Enter into this or any other contract with the Procuring Entity in connection with which commission has been paid or agreed to be paid by him or on his behalf or to his knowledge, unless before the Contract is made particulars of any such commission and of the terms and conditions of any agreement for the payment there of have been disclosed in writing to the Procuring Entity.

15.7.2 Any breach of this Condition by the Contractor or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) shall be an offence under the provisions of the Public Procurement and Asset Disposal Act (2015) and the Anti-Corruption and Economic Crimes Act (2003) of the Laws of Kenya.

16. SUSPENSION AND TERMINATION BY CONTRACTOR

16.1 Contractor's Entitlement to Suspend Work

16.1.1 If the Architect fails to certify in accordance with Sub-Clause 14.6 [Issue of Interim Payment Certificates] or Sub-Clause 14.7 [Payment],or not receiving instructions that would enable the contractor to proceed with the works in accordance with the program, the Contractor may, after giving not less than 30 days' notice to the Procuring Entity, suspend work (or reduce the rate of work) unless and until the Contractor has received the Payment Certificate, reasonable evidence or payment, as the case may be and as described in the notice.

16.1.2 The Contractor's action shall not prejudice his entitlements to financing charges under Sub-Clause 14.8 [Delayed Payment] and to termination under Sub-Clause 16.2 [Termination by Contractor].

16.1.3 If the Contractor subsequently receives such Payment Certificate, evidence or payment (as described in the relevant Sub-Clause and in the above notice) before giving a notice of termination, the Contractor shall resume normal working as soon as is reasonably practicable.

16.1.4 If the Contractor suffers delay and/or incurs Cost as a result of suspending work (or reducing the rate of work) in accordance with this Sub-Clause, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
b) payment of any such Cost-plus profit, which shall be included in the Contract Price.

16.2 After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

16.3 Termination by Contractor

16.3.1 The Contractor shall be entitled to terminate the Contract if:

a) the Architect fails, within 60 days after receiving a Statement and supporting documents, to issue the relevant Payment Certificate,
b) the Contractor does not receive the amount due under an Interim Payment Certificate within 90 days after the expiry of the time stated in Sub-Clause1 4.7 [Payment] within which payment is to be made (except for deductions in accordance with Sub-Clause 2.5 [Procuring Entity's Claims]),
c) the Procuring Entity substantially fails to perform his obligations under the Contract in such manner as to materially and adversely affect the economic balance of the Contract and/or the ability of the Contractor to perform the Contract,
d) a prolonged suspension affects the whole of the Works as described in Sub-Clause 8.11 [Prolonged Suspension], or
e) the Procuring Entity becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events.
f) the Contractor does not receive the Architect instruction recording the agreement of both Parties on the fulfilment of the conditions for the Commencement of Works under Sub-Clause 8.1 [Commencement of Works].

16.3.2 In any of these events or circumstances, the Contractor may, upon giving 14 days' notice to the Procuring Entity, terminate the Contract. However, in the case of sub-paragraph (f) or (g), the Contractor may by notice terminate the Contract immediately.

16.3.3 The Contractor's election to terminate the Contract shall not prejudice any other rights of the Contractor, under the Contractor otherwise.

16.4 Cessation of Work and Removal of Contractor's Equipment

After a notice of termination under Sub-Clause 15.5 [Procuring Entity's Entitlement to Termination for Convenience], Sub-Clause 16.2 [Termination by Contractor] or Sub-Clause 19.6 [Optional Termination, Payment and Release] has taken effect, the Contractor shall promptly:

a) cease all further work, except for such work as may have been instructed by the Architect for the protection of life or property or for the safety of the Works,
b) hand over Contractor's Documents, Plant, Materials and other work, for which the Contractor has received payment, and
c) remove all other Goods from the Site, except as necessary for safety, and leave the Site.

16.5 Payment on Termination

After a notice of termination under Sub-Clause 16.2 [Termination by Contractor] has taken effect, the Procuring Entity shall promptly:

a) Return the Performance Security to the Contractor,
b) pay the Contractor in accordance with Sub-Clause 19.6 [Optional Termination, Payment and Release], and
c) pay to the Contractor the amount of any loss or damage sustained by the Contractor as a result of this termination.

17. RISK AND RESPONSIBILITY

17.1 Indemnities

17.1.1 The Contractor shall indemnify and hold harmless the Procuring Entity, the Procuring Entity's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of:

a) Bodily injury, sickness, disease or death, of any person what so ever arising out of or in the course of or by reason of the Contractor's design (if any), the execution and completion of the Works and the remedying of any defects, unless attributable to any negligence, willful actor breach of the Contract by the Procuring Entity, the Procuring Entity's Personnel, or any of their respective agents, and

b) damage to or loss of any property, real or personal (other than the Works), to the extent that such damage or loss arises out of or in the course of or by reason of the Contractor's design (if any), the execution and completion of the Works and the remedying of any defects, unless and to the extent that any such damage or loss is attributable to any negligence, willful act or breach of the Contract by the Procuring Entity, the Procuring Entity's Personnel, their respective agents, or anyone directly or indirectly employed by any of them.

17.1.2 The Procuring Entity shall indemnify and hold harmless the Contractor, the Contractor's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of (1) bodily injury, sickness, disease or death, which is attributable to any negligence, willful act or breach of the Contract by the Procuring Entity, the Procuring Entity's Personnel, or any of their respective agents, and (2) the matters for which liability may be excluded from insurance cover, as described in sub-paragraphs (d)(i), (ii) and (iii) of Sub-Clause 18.3 [Insurance Against Injury to Persons and Damage to Property], unless and to the extent that any such damage or loss is attributable to any negligence, willful actor breach of the Contract by the contractor, the contractor's Personnel, their respective agents, or anyone directly or indirectly employed by any of them.

17.2 Contractor's Care of the Works

17.2.1 The Contractor shall take full responsibility for the care of the Works and Goods from the Commencement Date until the Taking-Over Certificate is issued (or is deemed to be issued under Sub-Clause 10.1 [Taking Over of the Works and Sections]) for the Works, when responsibility for the care of the Works shall pass to the Procuring Entity. If a Taking-Over Certificate is issued (or is so deemed to be issued) for any Section or part of the Works, responsibility for the care of the Section or part shall then pass to the Procuring Entity.

17.2.2 After responsibility has accordingly passed to the Procuring Entity, the Contractor shall take responsibility for the care of any work which is outstanding on the date stated in a Taking-Over Certificate, until this outstanding work has been completed.

17.2.3 If any loss or damage happens to the Works, Goods or Contractor's Documents during the period when the Contractor is responsiblefor their care, from any cause not listed in Sub-Clause 17.3 [Procuring Entity's Risks], the Contractor shall rectify the loss or damage at the Contractor's risk and cost, so that the Works, Goods and Contractor's Documents conform with the Contract.

17.2.4 The Contractor shall be liable for any loss or damage caused by any actions performed by the Contractor after a Taking-Over Certificate has been issued. The Contractor shall also be liable for any loss or damage which occurs after a Taking-Over Certificate has been issued and which arose from a previous event for which the Contractor was liable.

17.3 Procuring Entity's Risks

The risks referred to in Sub-Clause 17.4 [Consequences of Procuring Entity's Risks] below, in so far as they directly affect the execution of the Works in Kenya, are:

a) War hostilities (whether war be declared or not),

b) rebellion, riot, commotion or disorder, terrorism, sabotage by persons other than the Contractor's Personnel,

c) explosive materials, ionizing gradiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such explosives, radiation or radio-activity,

d) pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds,

e) use or occupation by the Procuring Entity of any part of the Permanent Works, except as may be specified in the Contract,
f) design of any part of the Works by the Procuring Entity's Personnel or by others for whom the Procuring Entity is responsible, and
g) any operation of the forces of nature which is Unforeseeable or against which an experienced contractor could not reasonably have been expected to have taken adequate preventive precautions.

17.4 Consequences of Procuring Entity's Risks

17.4.1 If and to the extent that any of the risks listed in Sub-Clause 17.3 above results in loss or damage to the Works, Goods or Contractor's Documents, the Contractor shall promptly give notice to the Architect and shall rectify this loss or damage to the extent required by the Engineer.

17.4.2 If the Contractor suffers delay and/ or incurs Cost from rectifying this loss or damage, the Contractor shall give a further notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

(a) An extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
(b) Payment of any such Cost, which shall be included in the Contract Price. In the case of sub-paragraphs (e)and
(g) of Sub-Clause 17.3 [Procuring Entity's Risks], Accrued Costs shall be payable.

17.4.3 After receiving this further notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

17.5 Intellectual and Industrial Property Rights

17.5.1 In this Sub-Clause, "infringement" shall refer to an infringement (or alleged infringement) of any patent, registered design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works; and "claim" shall refer to a claim (or proceedings pursuing a claim) alleging an infringement.

17.5.2 Whenever a Party does not give notice to the other Party of any claim within 30 days of receiving the claim, the first Party shall be deemed to have waived any right to indemnity under this Sub-Clause.

17.5.3 The Procuring Entity shall indemnify and hold the Contractor harmless against and from any claim alleging an infringement which is or was:
a) An un avoidable result of the Contractor's compliance with the Contract, or
b) A result of any Works being used by the Procuring Entity:
   i) for a purpose other than that indicated by, or reasonably to be inferred from, the Contract, or
   ii) in conjunction with anything not supplied by the Contractor, unless such use was disclosed to the Contractor prior to the Base Date or is stated in the Contract.

17.5.4 The Contractor shall indemnify and hold the Procuring Entity harmless again stand from any other claim which arises out of or in relation to (i) the manufacture, use, sale or import of any Goods, or (ii) any design for which the Contractor is responsible.

17.5.5 If a Party is entitled to be indemnified under this Sub-Clause, the indemnifying Party may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it. The other Party shall, at the request and cost of the indemnifying Party, assist in contesting the claim. This other Party (and its Personnel) shall not make any admission which might be prejudicial to the indemnifying Party, unless the indemnifying Party failed to take over the conduct of any negotiations, litigation or arbitration upon being requested to do so by such other Party.

17.5.6 For operation and maintenance of any plant or equipment installed, the contractor shall grant a non-exclusive and non-transferable license to the Procuring Entity under the patent, utility models ,or other intellectual rights owned by the contractor or a third party from whom the contract or has received the rights to grant sub-licenses and shall also grant to the Procuring Entity a non-exclusive and non-transferable rights (without the rights to sub-license) to use the know how and other technical information disclosed to the contract or under the contract. Nothing contained here-in shall be construed

as transferring ownership of any patent, utility model, trademark, design, copy right, know-how or other intellectual rights from the contractor or any other third party to the Procuring Entity.

17.6 Limitation of Liability

17.6.1 Neither Party shall be liable to the other Party for loss of use of anyW orks, loss of profit, loss of any contractor for any in director consequential loss or damage which may be suffered by the other Party in connection with the Contract, other than as specifically provided in Sub-Clause 8.7 [Delay Damages]; Sub-Clause 11.2 [Cost of Remedying Defects]; Sub-Clause 15.4 [Payment after Termination]; Sub-Clause 16.4 [Payment on Termination]; Sub-Clause 17.1 [Indemnities]; Sub-Clause 17.4(b) [Consequences of Procuring Entity's Risks] and Sub-Clause 17.5 [Intellectual and Industrial Property Rights].

17.6.2 The total liability of the Contractor to the Procuring Entity, under or in connection with the Contract other than under Sub-Clause 4.19 [Electricity, Water and Gas], Sub-Clause 4.20 [Procuring Entity's Equipment and Free- Issue Materials], Sub-Clause 17.1 [Indemnities] and Sub-Clause 17.5 [Intellectual and Industrial Property Rights], shall not exceed the sum resulting from the application of a multiplier (less or greater than one) to the Accepted Contract Amount, as stated in **the Special Conditions of Contract**, or (if such multiplier or other sum is not so stated) the Accepted Contract Amount.

17.6.3 This Sub-Clause shall not limit liability in any case of fraud, deliberate default or reckless misconduct by the defaulting Party.

17.7 Use of Procuring Entity's Accommodation/Facilities

17.7.1 The Contractor shall take full responsibility for the care of the Procuring Entity provided accommodation and facilities, if any, as detailed in the Specification, from the respective dates of hand-over to the Contractor until cessation of occupation (where hand-over or cessation of occupation may take place after the date stated in the Taking-Over Certificate for the Works).

17.7.2 If any loss or damage happens to any of the above items while the Contractor is responsible for their care arising from any cause whatsoever other than those for which the Procuring Entity is liable, the Contractor shall, at his own cost, rectify the loss or damage to the satisfaction of the Engineer.

18. INSURANCE

18.1 General Requirements for Insurances

18.1.1 In this Clause, “insuring Party” means, for each type of insurance, the Party responsible for effecting and maintaining the insurance specified in the relevant Sub-Clause.

18.1.2 Wherever the Contractor is the insuring Party, each insurance shall be effected with insurers and in terms approved by the Procuring Entity. These terms shall be consistent with any terms agreed by both Parties before the date of the Letter of Acceptance. This agreement of terms shall take precedence over the provisions of this Clause.

18.1.3 Wherever the Procuring Entity is the insuring Party, each insurance shall be effected with insurers and in terms acceptable to the Contractor. These terms shall be consistent with any terms agreed by both Parties before the date of the Letter of Acceptance. This agreement of terms shall take precedence over the provisions of this Clause.

18.1.4 If a policy is required to indemnify joint insured, the cover shall apply separately to each insured as though a separate policy had been issued for each of the joint insured. If a policy indemnifies additional joint insured, namely in addition to the insured specified in this Clause, (i) the Contractor shall act under the policy on behalf of these additional joint insured except that the Procuring Entity shall act for Procuring Entity's Personnel, (ii) additional joint insured shall not be entitled to receive payments directly from the insurer or to have any other direct dealings with the insurer, and (iii) the insuring Party shall require all additional joint insured to comply with the conditions stipulated in the policy.

18.1.5 Each policy insuring against loss or damage shall provide for payments to be made in the currencies required to rectify the loss or damage. Payments received from insurers shall be used for the rectification of the loss or damage.

18.1.6 The relevant insuring Party shall, within the respective periods stated in **the Special Conditions of Contract** (calculated from the Commencement Date), submit to the other Party:

a) Evidence that the insurances described in this Clause have been affected, and
b) copies of the policies for the insurances described in Sub-Clause 18.2 [Insurance for Works and Contractor's Equipment] and Sub-Clause 18.3 [Insurance against Injury to Persons and Damage to Property].

18.1.7 When each premium is paid, the insuring Party shall submit evidence of payment to the other Party. Whenever evidence or policies are submitted, the insuring Party shall also give notice to the Engineer.

18.1.8 Each Party shall comply with the conditions stipulated in each of the insurance policies. The insuring Party shall keep the insurers informed of any relevant changes to the execution of the Works and ensure that insurance is maintained in accordance with this Clause.

18.1.9 Neither Party shall make any material alteration to the terms of any insurance without the prior approval of the other Party. If an insurer makes (or at tempts to make) any alteration, the Party first notified by the insurer shall promptly give notice to the other Party.

18.1.10 If the insuring Party fails to effect and keep in force any of the insurances it is required to effect and maintain under the Contractor fails to provide satisfactory evidence and copies of policies in accordance with this Sub- Clause, the other Party may (at its option and without prejudice to any other right or remedy) effect insurance for the relevant coverage and pay the premiums due. The insuring Party shall pay the amount of these premiums to the other Party, and the Contract Price shall be adjusted accordingly.

18.1.11 Nothing in this Clause limits the obligations, liabilities or responsibilities of the Contractor or the Procuring Entity, under the other terms of the Contractor otherwise. Any amounts not insured or not recovered from the insurers shall be borne by the Contractor and/or the Procuring Entity.

18.1.12 Procuring Entity in accordance with these obligations, liabilities or responsibilities. However, if the insuring Party fails to effect and keep in force an insurance which is available and which it is required to effect and maintain under the Contract, and the other Party neither approves the omission nor effects insurance for the coverage relevant to this default, any moneys which should have been recoverable under this insurance shall be paid by the insuring Party.

18.1.13 Payments by one Party to the other Party shall be subject to Sub-Clause 2.5 [Procuring Entity's Claims] or Sub- Clause 20.1 [Contractor's Claims], as applicable.

18.1.14 The Contractor shall be entitled to place all insurance relating to the Contract (including, but not limited to the insurance referred to Clause 18) with insurers from any eligible source country.

18.2 Insurance for Works and Contractor's Equipment

18.2.1 The insuring Party shall insure the Works, Plant, Materials and Contractor's Documents for not less than the full reinstatement cost including the costs of demolition, removal of debris and professional fees and profit. This insurance shall be effective from the date by which the evidence is to be submitted under sub-paragraph (a) of Sub-Clause 18.1 [General Requirements for Insurances], until the date of issue of the Taking-Over Certificate for the Works.

18.2.2 The insuring Party shall maintain this insurance to provide cover until the date of issue of the Performance Certificate, for loss or damage for which the Contractor is liable arising from a cause occurring prior to the issue of the Taking-Over Certificate, and for loss or damage caused by the Contractor in the course of any other operations (including those under Clause 11 [Defects Liability]).

18.2.3 The insuring Party shall insure the Contractor's Equipment for not less than the full replacement value, including delivery to Site. For each item of Contractor's Equipment, the insurance shall be effective while it is being transported to the Site and until it is no longer required as Contractor's Equipment.

18.2.4 Unless otherwise stated in the Special Conditions, insurances under this Sub-Clause:
a) Shal lbe effected and maintained by the Contractor as insuring Party,

b) shall be in the joint names of the Parties, who shall be jointly entitled to receive payments from the insurers, payments being held or allocated to the Party actually bearing the costs of rectifying the loss or damage,

c) shall cover all loss and damage from any cause not listed in Sub-Clause 17.3 [Procuring Entity's Risks],

d) shall also cover, to the extent specifically required in the tendering documents of the Contract, loss or damage to a part of the Works which is attributable to the use or occupation by the Procuring Entity of another part of the Works, and loss or damage from the risks listed in sub-paragraphs (c), (g) and (h)of Sub-Clause 17.3 [Procuring Entity's Risks], excluding (in each case) risks which are not insurable at commercially reasonable terms, with deductibles per occurrence of not more than the amount stated **in the Special Conditions** of Contract (if an amount is not so stated, this sub-paragraph (d) shall not apply), and

e) may however exclude loss of, damage to, and reinstatement of:

i) a part of the Works which is in a defective condition due to a defect in its design, materials or workmanship (but cover shall include any other parts which are lost or damaged as a direct result of this defective condition and not as described in sub-paragraph (ii) below),

ii) apart of the Works which is lost or damaged in order to reinstate any other part of the Works if this other part is in a defective condition due to a defect in its design, materials or workmanship,

iii) apart of the Works which has been taken over by the Procuring Entity, except to the extent that the Contractor is liable for the loss or damage, and

iv) Goods while they are not in Kenya, subject to Sub-Clause 14.5 [Plant and Materials intended for the Works].

18.2.5 If, more than one year after the Base Date, the cover described in sub-paragraph (d) above ceases to be available at commercially reasonable terms, the Contractor shall (as insuring Party) give notice to the Procuring Entity, with supporting particulars. The Procuring Entity shall then (i) be entitled subject to Sub-Clause 2.5 [Procuring Entity's Claims] to payment of an amount equivalent to such commercially reasonable terms as the Contractor should have expected to have paid for such cover, and (ii) be deemed, unless he obtains the cover at commercially reasonable terms, to have approved the omission under Sub-Clause 18.1 [General Requirements for Insurances].

18.3 Insurance against Injury to Persons and Damage to Property

18.3.1 The insuring Party shall insure against each Party's liability for any loss, damage, death or bodily injury which may occur to any physical property (except things insured under Sub-Clause 18.2 [Insurance for Works and Contractor's Equipment]) or to any person (except persons insured under Sub-Clause 18.4 [Insurance for Contractor's Personnel]), which may arise out of the Contractor's performance of the Contract and occurring before the issue of the Performance Certificate.

18.3.2 This insurance shall be for a limit per occurrence of not less than the amount stated in **the Special Conditions of Contract**, with no limit on the number of occurrences. If an amount is not stated in the **Special Conditions of Contract**, this Sub-Clause shall not apply.

18.3.3 Unless otherwise stated in the Special Conditions, the insurances specified in this Sub-Clause:

a) Shall be effected and maintained by the Contractor as insuring Party,

b) shall be in the joint names of the Parties,

c) shall be extended to cover liability for all loss and damage to the Procuring Entity's property (except things insured under Sub-Clause 18.2) arising out of the Contractor's performance of the Contract, and

d) may however exclude liability to the extent that it arises from:

i) the Procuring Entity's right to have the Permanent Works executed on, over, under, in or

ii) through any land, and to occupy this land for the Permanent Works,

iii) damage which is an unavoidable result of the Contractor's obligations to execute the

iv) Works and remedy any defects, and

v) a cause listed in Sub-Clause 17.3 [Procuring Entity's Risks], except to the extent that cover is available at commercially reasonable terms.

18.4 Insurance for Contractor's Personnel

18.4.1 The Contractor shall effect and maintain insurance against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel.

18.4.2 The insurance shall cover the Procuring Entity and the Architect against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Procuring Entity or of the Procuring Entity's Personnel.

18.4.3 The insurance shall be maintained in full force and effect during the whole time that these personnel are assisting in the execution of the Works. For a Subcontractor's employees, the insurance may be effected by the Subcontractor, but the Contractor shall be responsible for compliance with this Clause.

19. FORCE MAJEURE

19.1 Definition of Force Majeure

19.1.1 In this Clause, "Force Majeure" means an exceptional event or circumstance:

a) Which is beyond a Party's control,
b) Which such Party could not reasonably have provided against before entering into the Contract,
c) which, having arisen, such Party could not reasonably have avoided or over come, and
d) which is not substantially attributable to the other Party.

19.1.2 Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:

a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,
b) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war,
c) riot, commotion, disorder, strike or lock out by persons other than the Contractor's Personnel,
d) munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, and
e) natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.

19.2 Notice of Force Majeure

19.2.1 If a Party is or will be prevented from performing its substantial obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 14 days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure.

19.2.2 The Party shall, having given notice, be excused performance of its obligations for so long as such Force Majeure prevents it from performing them.

19.2.3 Notwithstanding any other provision of this Clause, Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract.

19.3 Duty to Minimize Delay

Each Party shall at all times use all reasonable endeavors to minimize any delay in the performance of the Contract as a result of Force Majeure. A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.

19.4 Consequences of Force Majeure

19.4.1 If the Contractor is prevented from performing his substantial obligations under the Contract by Force Majeure of which notice has been given under Sub-Clause 19.2 [Notice of Force Majeure], and suffers delay and/ or incurs Cost by reason of such Force Majeure, the Contractor shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and

b) if the event or circumstance is of the kind described in sub-paragraphs (i) to (iv) of Sub-Clause 19.1 [Definition of Force Majeure] and, in sub-paragraphs (ii) to (iv), occurs in Kenya, payment of any such Cost, including the costs of rectifying or replacing the Works and/or Goods damaged or destroyed by Force Majeure, to the extent they are not indemnified through the insurance policy referred to in Sub- Clause18.2 [Insurance for Works and Contractor's Equipment].

19.4.2 After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

19.5 Force Majeure Affecting Subcontractor

If any Subcontractor is entitled under any contract or agreement relating to the Works to relief from force majeure on terms additional to or broader than those specified in this Clause, such additional or broader force majeure events or circumstances shall not excuse the Contractor's non-performance or entitle him to relief under this Clause.

19.6 Optional Termination, Payment and Release

19.6.1 If the execution of substantially all the Works in progress is prevented for a continuous period of 84 days by reason of Force Majeure of which notice has been given under Sub-Clause 19.2 [Notice of Force Majeure], or for multiple periods which total more than 140 days due to the same notified Force Majeure, then either Party may give to the other Party a notice of termination of the Contract. In this event, the termination shall take effect 7 days after the notice is given, and the Contractor shall proceed in accordance with Sub-Clause 16.3 [Cessation of Work and Removal of Contractor's Equipment].

19.6.2 Upon such termination, the Architect shall determine the value of the work done and issue a Payment Certificate which shall include:

a) theamountspayableforanyworkcarriedoutforwhichapriceisstatedintheContract;

b) the Cost of Plant and Materials ordered for the Works which have been delivered to the Contractor, or of which the Contractor is liable to accept delivery: this Plant and Materials shall become the property of (and be at the risk of) the Procuring Entity when paid for by the Procuring Entity, and the Contractor shall place the same at the Procuring Entity'sdisposal;

c) other Cost or liabilities which in the circumstances were reasonably and necessarily incurred by the Contractor in the expectation of completing the Works;

d) the Cost of removal of Temporary Works and Contractor's Equipment from the Site and the return of these items to the Contractor's works in his country (or to any other destination at no greater cost); and

e) the Cost of repatriation of the Contractor's staff and lab or employed wholly in connection with the Works at the date of termination.

19.7 Release from Performance

Notwithstanding any other provision of this Clause, if any event or circumstance outside the control of the Parties (including, but not limited to, Force Majeure) arises which makes it impossible or unlawful for either or both Parties to fulfill its or their contractual obligations or which, under the law governing the Contract, entitles the Parties to be released from further performance of the Contract, then upon notice by either Party to the other Party of such event or circumstance:

a) The Parties shall be discharged from further performance, without prejudice to the rights of either Party in respect of any previous breach of the Contract, and

b) The sum payable by the Procuring Entity to the Contractor shall be the same as would have been payable under Sub-Clause 19.6 [Optional Termination, Payment and Release] if the Contract had been terminated under Sub-Clause 19.6.

20. SETTLEMENT OF CLAIMS AND DISPUTES

20.1 Contractor's Claims

20.1.1 If the Contractor considers itself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give Notice to the Engineer, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 30 days after the Contractor became aware, or should have become aware, of the event or circumstance.

20.1.2 If the Contractor fails to give notice of a claim within such period of 30 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Procuring Entity shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub-Clause shall apply.

20.1.3 The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.

20.1.4 The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Engineer. Without admitting the Procuring Entity's liability, the Architect may, after receiving any notice under this Sub-Clause, monitor the record-keeping and/ or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Architect to inspect all these records and shall (if instructed) submit copies to the Engineer.

20.1.5 Within 42days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Engineer, the Contractor shall send to the Architect fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/ or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:

a) This fully detailed claim shall be considered as interim;

b) The Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/ or amount claimed, and such further particulars as the Architect may reasonably require; and

c) The Contractor shall send a final claim within 30 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Engineer.

20.1.6 Within 42 days after receiving a Notice of a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Architect and approved by the Contractor, the Architect shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars but shall nevertheless give his response on the principles of the claim within the above defined time period.

20.1.7 Within the above defined period of 42 days, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Sub-Clause 8.4 [Extension of Time for Completion], and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.

20.1.8 Each Payment Certificate shall include such additional payment for any claim as has been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate.

20.1.9 If the Architect does not respond within the time frame defined in this Clause, either Party may consider that the claim is rejected by the Architect and any of the Parties may refer the dispute for amicable settlement in accordance with Clause 20.3.

20.1.10 The requirements of this Sub-Clause are in addition to those of any other Sub-Clause which may apply to a claim. If the Contractor fails to comply with this or another Sub-Clause in relation to any claim, any extension of time and/ or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this Sub-Clause 20.3.

20.2 Procuring Entity's Claims

20.2.1 If the Procuring Entity considers itself to be entitled to any payment under any Clause of these Conditions or otherwise in connection with the Contract, and/or to any extension of the Defects Notification Period, the Procuring Entity or the Architect shall give notice and particulars to the Contractor. However, notice is not required for payments due under Sub-Clause 4.19 [Electricity, Water and Gas], under Sub-Clause 4.20 [Procuring Entity's Equipment and Free-Issue Materials], or for other services requested by the Contractor.

20.2.2 The notice shall be given as soon as practicable and no longer than 30 days after the Procuring Entity became aware, or should have become aware, of the event or circumstances giving rise to the claim. A notice relating to any extension of the Defects Notification Period shall be given before the expiry of such period.

20.2.3 The particulars shall specify the Clause or other basis of the claim and shall include substantiation of the amount and/or extension to which the Procuring Entity considers itself to be entitled in connection with the Contract. The Architect shall then proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) the amount (if any) which the Procuring Entity is entitled to be paid by the Contractor, and/ or (ii) the extension (if any) of the Defects Notification Period in accordance with Sub-Clause 11.3 [Extension of Defects Notification Period].

20.2.4 This amount may be included as a deduction in the Contract Price and Payment Certificates. The Procuring Entity shall only be entitled to set off against or make any deduction from an amount certified in a Payment Certificate, or to otherwise claim against the Contractor, in accordance with this Sub-Clause.

20.3 Amicable Settlement

Where a notice of a claim has been given, both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, the Party giving a notice of a claim in accordance with Sub-Clause 20.1 above should move to commence arbitration after 60 days from the day on which a notice of a claim was given, even if no attempt at an amicable settlement has been made.

20.4 Matters that may be referred to arbitration

Notwithstanding anything stated herein the following matters may be referred to arbitration before the practical completion of the Works or abandonment of the Works or termination of the Contract by either party:

a) Whether or not the issue of an instruction by the Architect is empowered by these Conditions.
b) Whether or not a certificate has been improperly withheld or is not in accordance with these Conditions.
c) Any dispute arising in respect risks arising from matters referred to in Clause 17.3 and Clause 19.
e) All other matters shall only be referred to arbitration after the completion or alleged completion of the Works or termination or alleged termination of the Contract, unless the Procuring Entity and the Contractor agree otherwise in writing.

20.5 Arbitration

20.5.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 20.3 shall be finally settled by arbitration.

20.5.2 No arbitration proceedings shall be commenced on any claim or dispute where notice of a claim or dispute has not been given by the applying party within ninety days of the occurrence or discovery of the matter or issue giving rise to the dispute.

20.5.3 Notwithstanding the issue of a notice as stated above, the arbitration of such a claim or dispute shall not commence unless an attempt has in the first instance been made by the parties to settle such claim or dispute amicably with or without the assistance of third parties. Proof of such attempt shall be required.

20.5.4 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, tests or valuations as may in his opinion be desirable in order to determine

the rights of the parties and assess and a ward any sums which ought to have been the subject of or included in any certificate.

20.5.5 The Arbitrator shall, without prejudice to the generality of his powers, have powers to open up, review and revise any certificate, opinion, decision, requirement or notice and to determine all matters in dispute which shall be submitted to him in the same manner as if no such certificate, opinion, decision require mentor notice had been given.

20.5.6 The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Engineer, relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Architect from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.

20.5.7 Neither Party shall be limited in the proceedings before the arbitrators to the evidence, or to the reasons for dissatisfaction given in its Notice of Dissatisfaction.

20.5.7 Arbitration may be commenced prior to or after completion of the Works. The obligations of the Parties, and the Architect shall not be altered by reason of any arbitration being conducted during the progress of the Works.

20.5.8 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

20.6 Arbitration with National Contractors

20.6.1 If the Contract is with national contractors, arbitration proceedings will be conducted in accordance with the Arbitration Laws of Kenya. In case of any claim or dispute, such claim or dispute shall be notified in writing by either party to the other with a request to submit it to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed, on the request of the applying party, by the Chairman or Vice Chairman of any of the following professional institutions;

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

20.6.2 The institution written to first by the aggrieved party shall take precedence over all other institutions.

20.7 Arbitration with Foreign Contractors

20.7.1 Arbitration with foreign contractors shall be conducted in accordance with the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL); or with proceedings administered by the International Chamber of Commerce (ICC) and conducted under the ICC Rules of Arbitration; by one or more arbitrators appointed in accordance with said arbitration rules.

20.7.2 The place of arbitration shall be a location specified in the **SCC;** and the arbitration shall be conducted in the language for communications defined in Sub-Clause1.4 [Law and Language].

20.8 Alternative Arbitration Proceedings

Alternatively, the Parties may refer the matter to the Nairobi Centre for International Arbitration (NCIA) which offers a neutral venue for the conduct of national and international arbitration with commitment to providing institutional support to the arbitral process.

20.9 Failure to Comply with Arbitrator's Decision

20.9.1 The award of such Arbitrator shall be final and binding up on the parties.

20.9.2 In the event that a Party fails to comply with a final and binding Arbitrator's decision, then the other Party may, without prejudice to any other rights it may have, refer the matter to a competent court of law.

20.10 Contract operations to continue

Notwithstanding any reference to arbitration herein,

1.1.1 the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

1.1.2 the Procuring Entity shall pay the Contractor any monies due the Contractor.

SECTION IX - SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions shall supplement the GCC. Whenever there is a conflict, the provisions here in shall prevail over those in the GCC.

Part A - Contract Data

Conditions	Sub-Clause	Data
Procuring Entity's name and address	Heading	**Kaimosi Friends University College (KAFUCO)** **P.O. Box 385 – 50309, Kaimosi**
Name and Reference No. of the Contract	Heading and 3.1.1	**Proposed Construction of Library At Kaimosi Friends University College** **W.P Item No. D106 WE/VHG/2002 Job No. 10936A**
Engineers Name and Address	Heading and 3.1.1	**Works Secretary, State Department For Public Works P.O.Box 30743-00100 Nairobi.** **Telephone:+254 02723101**
Contractor's Representative's name	4.3.1	
Key Personnel names	16.9.1	
Time for Completion	1.1.	**24 Months**
Defects Notification Period	1.1	**6 Months**
Sections	1.1	Not Applicable
Electronic transmission systems	1.3	
Time for the Parties entering into a Contract Agreement	1.6	Within **30 Days**
Commencement date	8.1.1	To be Agreed with the Project Manager
Time for access to the site	2.1	No later than the Commencement Date, and not later than 14 days after Commencement Date
Architects Duties and Authority	3.1.6(b) (ii)	Variations resulting in increase of the accepted Contract Amount in excess of 25% shall require approval of the Procuring Entity
Performance Security	4.2.1	The performance security will be in the form of a Perfomance Bond in the amount(s) of 5% of the accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount
Normal working hours	6.5	**0800 - 1700 HOURS**
Delay damages for the Works	8.7 & 14.15(b)	0.01% of the Contract Price per day
Maximum amount of delay damages	8.7	**5% of the final Contract Price**

Conditions	**Sub-Clause**	**Data**
Provisional Sums	13.5. (b)(ii)	*[If there are Provisional Sums, insert a percentage for adjustment of Provisional Sums}* --- %
Adjustments for Changes in Cost	13.8	Period "n" applicable to the adjustment multiplier "Po":_____*[Insert the period if differentfrom one (1) month;if period "n" is one (1) month, insert "not applicable"}*
Total advance payment	14.2.1	**N/A**
Repayment amortization rate of advance payment	14.2.5 (b)	**N/A**
Percentage of Retention	14.3.2 (c)	**10%**
Limit of Retention Money	14.3.2 (c)	**5% of the Accepted Contract Amount**
Plant and Materials	14.5(b)(i)	If Sub-Clause 14.5 applies: Plant and Materials for payment Free on Board ***N/A***
	14.5(C)(i)	Plant and Materials for payment when delivered to the Site. ***Plant And Materials to be Incorporated into Permanent Work***
Minimum Amount of Interim Payment Certificates	14.6	**3.0%** of the Accepted Contract Amount.
Publishing source of commercial interest rates for financial charges in case of delayed payment	14.8	Specify_____% rate per month of delayed payment. ***3 percentage points above the Central Bank of Kenya's average rate for base lending prevailing as of the first day the payment becomes overdue***
Maximum total liability of the Contractor to the Procuring Entity	17.6	The product of ***zero point one (0.10)*** times the Accepted Contract Amount,
Periods for submission of insurance: a. Evidence of insurance. b. Relevant policies	18.1	**14 days** **14 days**
Maximum amount of deductibles for insurance of the Procuring Entity's risks	18.2.4 (d)	**NIL**
Minimum amount of third-party insurance	18.3	**KSh. 10,000,000.00**
The place of Arbitration	20.7.2	**To be agreed by the Parties**

SECTION X - CONTRACT FORMS

FORM No. 1 - NOTIFICATION OF INTENTION TO AWARD

FORM No. 2 - NOTIFICATION OF AWARD - LETTER OF ACCEPTANCE

FORM No. 3 - CONTRACT AGREEMENT

FORM No. 4 - PERFORMANCE SECURITY [Option 1 - Unconditional Demand Bank Guarantee]

FORM No. 5- PERFORMANCE SECURITY [Option 2– Performance Bond]

FORM No. 6 - ADVANCE PAYMENT SECURITY

FORM No. 7 - RETENTION MONEY SECURITY

FORM No 1: NOTIFICATION OF INTENTION TOAWARD OF CONTRACT

This Notification of Award shall be sent to each Tenderer that submitted a Tender and was not successful. Send this Notification to the Tenderer's Authorized Representative named in the Tender Information Form on the format below.

FORMAT

1. For the attention of Tenderer's Authorized Representative

   i) Name: *[insert Authorized Representative's name]*

   ii) Address: *[insert Authorized Representative's Address]*

   iii) Telephone: *[insert Authorized Representative's telephone/fax numbers]*

   iv) Email Address: *[insert Authorized Representative's email address]*

   [IMPORTANT: insert the date that this Notification is transmitted to Tenderers. The Notification must be sent to all Tenderers simultaneously. This means on the same date and as close to the same time as possible.]

2. Date of transmission: [*email*] on [*date*] (local time)

   This Notification is sent by (*Name and designation*) _____

3. Notification of Award

   i) Procuring Entity: *[insert the name of the ProcuringEntity]*

   ii) Project: *[insert name ofproject]*

   iii) Contract title: *[insert the name of thecontract]*

   iv) ITT No: *[insert ITT reference number from ProcurementPlan]*

   This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period, you may:

4. Request a debriefing in relation to the evaluation of your tender by submitting a Procurement-related Complaint in relation to the decision to award the contracts.

   a) The successful tenderers

   i) Name of successful Tender _____

   ii) Address of the successful Tender _____

   _____

   iii) Contract price of the successful Tender Kenya Shillings _____(in words

   b) The reasons for your tender being unsuccessful are as follows:

   c) OtherTenderers

   Names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as read out.

SNo	Name of Tender	Tender Price as read out	Tender's evaluated price (Note a)	One Reason Why Not Evaluated
1				
2				
3				
4				
5				

(Note a) State NE if not evaluated

5. How to request a debriefing

a) DEADLINE: The dead line to request a debriefing expires at midnight on [*insert date*] (*local time*).

b) You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (5) Business Days of receipt of this Notification of Intention to Award.

c) Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:

i) Attention: [*insert full name of person, if applicable*]
ii) Title/position: [*insert title/position*]
iii) Agency: [*insert name of Procuring Entity*]
iv) Email address: [*insert email address*]

d) If your request for a debriefing is received within the 3 Days deadline, we will provide the debriefing within five (3) Business Days of receip tof your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (3) Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

e) The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

f) If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Days from the date of publication of the Contract Award Notice.

6. How to make a complaint?

a) Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, [*insert date*] (local time).

b) Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:

i) Attention: [*insert full name of person, if applicable*]
ii) Title/position: [*insert title/ position*]
iii) Agency: [*insert name of Procuring Entity*]
iv) Email address: [*insert email address*]

c) At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

d) Further information: For more information refer to the Public Procurement and Disposals Act 2015 and its Regulations a vailable from the Website www.ppra.go.ke.

You should read these documents before preparing and submitting your complaint.

e) There are four essential requirements:
   i) You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tendering process and is the recipient of a Notification of Intention to Award.
   ii) The complaint can only challenge the decision to award the contract.
   iii) You must submit the complaint within the period stated above.
   iv) You must include, in your complaint, all of the information required to support your complaint.

7. Standstill Period

i) DEADLINE: The Standstill Period is due to end at midnight on [*insert date*] (local time).
ii) The Standstill Period lasts ten (14) Days after the date of transmission of this Notification of Intention to Award.
iii) The Standstill Period may be extended as stated in paragraph Section 5(d) above.

If you have any questions regarding this Notification please do not hesitate to contact us. On behalf of the Procuring Entity:

Signature: _____

Name: _____

Title/position: _____

_____

Telephone: _____

FORM NO 2: LETTER OF AWARD

[letterhead paper of the Procuring Entity]

[date]

To: *[name and address of the Contractor]*

This is to notify you that your Tender dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Contract Data]* for the Accepted Contract Amount *[amoun tin numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers, is here by accepted by ..... *(name of Procuring Entity).*

You are requested to furnish the Performance Security within in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms included in Section VIII, Contract Forms, of the Tender Document.

Authorized Signature: .....

Name and Title of Signatory: .....

Name of Procuring Entity: .....

Attachment: *Contract Agreement:* .....

FORM NO 3: CONTRACTAGREEMENT

THIS AGREEMENT made the day of…… 20……., between…… ……..of.....(hereinafter "the Procuring Entity"), of the one part, and_____of _____(hereinafter "the Contractor"), of the other part:

WHEREAS the Procuring Entity desires that the Worksknownas_____should be executed by the Contractor, and has accepted a Tender by the Contractor for the execution and completion of these Worksand the remedying of any defects there in,

The Procuring Entity and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

   a) theNotification of Award
   b) the Form of Tender
   c) the addenda Nos_____(if any)
   d) the Special Conditions of Contract
   e) the General Conditions of Contract;
   f) the Specifications
   g) the Drawings*;* and
   h) the completed Schedules and any other documents forming part of the contract.

3. In consideration of the payments to be made by the Procuring Entity to the Contractor as specified in this Agreement, the Contractor here by covenants with the Procuring Entity to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Entity here by covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects there in, 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.

   INWITNESS where of the parties here to have caused this Agreement to be executed in accordance with the Laws of Kenya on the day, month and year specified above.

   Signeda nd sealed by_____(for the Procuring Entity)

   Signed and sealed by_____(for the Contractor).

FORM NO. 4 - PERFORMANCE SECURITY

[Option 1 - Unconditional Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary: *[insert name and Address of Procuring Entity]*

Date: _____*[Insert date of issue]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. We havebeen informedthat_____(hereinafter called "the Contractor") has entered into Contract No._____dated_____with (*name of Procuring Entity*)_____(the Procuring Entity as the Beneficiary), for the execution of _____(hereinafter called "the Contract").

2. Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

3. Atthe request of the Contractor, we as Guarantor, here by irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of_____(*in words*),[1] such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand it self or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

4. This guarantee shall expire, no later than the……...Day of……,2 ..... [2], and any demand for payment under it must be received by us at the office indicated above on or before that date.

5. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months] [one year]*, inresponse tot he Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee." .....

[Name of Authorized Official, signature(s) and seals/stamps]

Note: *All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.*

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[1] *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency of the Contract or a freely convertible currency acceptable to the Beneficiary.*

[2] *Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Procuring Entity should note that in the event of an extension of this date for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.*

FORM No. 5- PERFORMANCE SECURITY

[Option 2– Performance Bond]

*[**Note:** Procuring Entities a readvised to use Performance Security – Unconditiona lDemand Bank Guarantee in stead of Performance Bond due to difficulties involved in calling Bond holder to action]*

[Guarantor letterhead or SWIFT identifier code]

Beneficiary:

*[insertnameandAddressof*ProcuringEntity*]* **Date:**

_____*[Insert date of issue]*

PERFORMANCE BONDNo.:_____

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. By this Bond_____as Principal (hereinafter called "the Contractor") and _____] as Surety (hereinafter called "the Surety"),are held and firmly bound unto_____] as Obligee (hereinafter called "the Procuring Entity") in the amount of for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

2. WHEREAS the Contractor has entered into a written Agreement with the Procuring Entity dated the _____day of_____,20_____, for _____in accordance with the documents, plans, specifications, and amendments there to, which to the extent here in provided for, are by reference made part here of and are here in after referred to as the Contract.

3. NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Procuring Entity to be, in default under the Contract, the Procuring Entity having performed the Procuring Entity's obligations there under, the Surety may promptly remedy the default, or shall promptly:
   a) Complete the Contract in accordance with its terms and conditions; or
   b) Obtain a tender or tenders from qualified tenderers for submission to the Procuring Entity for completing the Contract in accordance with its terms and conditions, and upon determination by the Procuring Entity and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Procuring Entity and make a vailable as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Procuring Entity to Contractor under the Contract, less the amount properly paid by Procuring Entity to Contractor; or
   c) Pay the Procuring Entity the amount required by Procuring Entity to complete the Contract in accordance with its terms and conditions upto a total not exceeding the amount of this Bond.

4. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

5. Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Procuring Entity named here in or the heirs, executors, administrators, successors, and assigns of the Procuring Entity.

6. In testimony whereof, the Contractor has here unto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly at tested by the signature of his legal

representative, this day_____of_____20_____.

SIGNED ON_____on behalf of_____

By_____in the capacity of_____

Inthepresenceof_____

SIGNED ON_____on behalf of_____

By_____in the capacity of_____

Inthepresence of_____

FORM NO. 6 - ADVANCE PAYMENT SECURITY

[Demand Bank Guarantee]
[Guarantor letterhead]

Beneficiary: _____ *[Insert name and Address of*

ProcuringEntity*]* **Date:** _____ *[Insert date of issue]*

ADVANCE PAYMENTGUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: [*Insert name and address of place of issue, unless indicated in the letterhead]*

1. We have been informed that _____ (hereinafter called "the Contractor") has entered into Contract No. _____ *dated* _____ with the Beneficiary, for the execution of _____

2. Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum _____ (*in words* _____) is to be made against an advance payment guarantee.

3. At the request of the Contractor, we as Guarantor, here by irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (*in words* _____)[1] upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:
   a) Has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
   b) Has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Contractor on its account number _____ at _____.

5. The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, oronthe___ dayof _____,2_____,[2] whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months] [one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

_____

[Name of Authorized Official, signature(s) and seals/stamps]

Note: *All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.*

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[1] *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency of the advance paymen tas specified in the Contract.*

[2] *Insert the expected expiration date of the Time for Completion. The Procuring Entity should note that in the event of an extension of the time for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.*

FORM NO. 7 – RETENTION MONEY SECURITY

[Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary: *[Insert name and Address of* Procuring Entity*]*

Date: *[Insert date of issue]*

Advance payment guarantee no. *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. We have been informed that *[insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Contractor") has entered into Contract No. *[insert reference number of the contract]* dated with the Beneficiary, for the executionof *[insert name of contract and brief description of* Works*]* (hereinafter called "the Contract").

2. Furthermore, we understand that, according to the conditions of the Contract, the Beneficiary retains moneys upto the limit set forth in the Contract ("the Retention Money"), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, and payment of *[*insert the second half of the Retention Money] is to be made against a Retention Money guarantee.

3. At the request of the Contractor, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[insert amount in words])*[1] upon receipt by us of the Beneficiary's complying demands upported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifyingthedemand, stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or showgrounds for your demand or the sum specified there in.

4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the second half of the Retention Money as referred to above has been credited to the Contractor on its account number at *[insert name and address ofApplicant's bank]*.

5. This guarantee shall expire no later than the.....Day of.....2.....[2], and any demand for payment under it must be received by us at the office indicated above on or before that date.

6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months] [one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

_____

[Name of Authorized Official, signature(s) and seals/stamps]

Note: *All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.*

[1] *The Guarantor shall insert an amount representing the amount of the second half of the Retention Money.*

[2] *Insert a date that is twenty-eight days after the expiry of retention period after the actua lcompletion date of the contract. The Procuring Entity should note that in the event of an extension of this date for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee*

BILL NO. 1
PARTICULAR PRELIMINARIES

Item	Description	Amount KShs.
	BILL NO. 1	
	PARTICULAR PRELIMINARIES	
A	**PRICING ITEMS OF PRELIMINARIES**	
	Prices SHALL BE INSERTED against items of "preliminaries" in the tenderer's priced Bills of Quantities. Where no price is inserted the Contractor shall be deemed to have included in his prices or rates for the various items in the Bills of Quantities or Specification for all such costs involved in complying with all the requirements for the proper execution of the whole of the works in the Contract.The contractor is advised to read and understand all preliminary items.	
B	**DESCRIPTION OF THE WORKS**	
	The works to be carried out under this contract is; **CONSTRUCTION OF FIVE(5) STOREY LIBRARY BLOCK COMPLETE WITH A BASEMENT AND TERRACE AND ASSOCIATED CIVIL, ELECTRICAL AND MECHANICAL WORKS**	
	FLOOR AREA BASEMENT = 1350SM GROUND FLOOR = 1740SM FIRST FLOOR - 4TH FLOOR = 5120SM **TOTAL FLOOR AREA = 8210SM**	
C	**MEASUREMENTS**	
	In the event of any discrepancies arising between the Bills of Quantities and the actual works, the site measurements shall generally take precedence. However, such discrepancies between any contract documents shall immediately be referred to the PROJECT MANAGER in accordance with Clause 13 of the General Conditions of Contract. The discrepancies shall then be treated as a variation and be dealt with in accordance with Clause 13 of the said Conditions.	
D	**LOCATION OF SITE**	
	The site of the proposed works is located **AT KAIMOSI FRIENDS UNIVERSITY COLLEGE, ALONG KAIMOSI - KAPSABET ROAD APPROXIMATELY 42 KILOMETERS FROM KISUMU TOWN, KAIMOSI TOWN, VIHIGA COUNTY**. The Contractor is advised to visit the site, to familiarize with the nature and position of the site. No claims arising from the Contractor's failure to do so will be entertained.	
E	**SIGNING OF THE TENDER DOCUMENTS**	
	The bidder shall append his / her signature and / or company „s rubberstamp on each and every page of tender document.	
	Carried to collection	

Item	Description	Amount KShs.
A	**DEMOLITIONS AND ALTERATIONS** The Contractor is to allow for all temporary protection required during the works including ordinary and special dust screens, hoardings, barriers, warning signs, etc as directed by the Project Manager and as necessary for the adequate propping and protection of existing property, finishes, workmen employed on the site, employer's agents and the public. Any damage or loss incurred due to the insufficiency of such protection must be made good by the Contractor. All protective devices are to be removed on completion of the works and any necessary making good consequent upon this is to be excecuted to the satisfaction of the Project Manager The works shall be propped, strutted and supported as necessary before any alteration or demolition work commences. Prices shall include for all cleaning and preparatory work to structure and finishes and for making good to all finishes on completion whether or not specifically described. Unless described as set aside for re-use all arising debris and surplus materials shall be carefully removed from building and carterd away from site. The Contractor shall be entirely responsible for any breakage or damage which may occur to materials required for re-use during their removal unless it is certified by the Project Manager that such damage or breakage was inevitable as a result of the condition of the item concerned	
B	**CLEARING AWAY** The Contractor shall remove all temporary works, rubbish, debris and surplus materials from the site as they accumulate and upon completion of the works, remove and clear away all plant, equipment, rubbish, unused materials and stains and leave in a clean and tidy state to the reasonable satisfaction of the Project Manager. 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.	
C	**CLAIMS** It shall be a condition of this contract that upon it becoming reasonably apparent to the Contractor that he has incurred losses and / or expenses due to any of the contract conditions, or by any other reason whatsoever, he shall present such a claim or intent to claim notice to the PROJECT MANAGER within the contract period. No claim shall be entertained upon the expiry of the said contact period.	
D	**PAYMENTS** The tenderer's attention is drawn to the fact that the GOVERNMENT DOES NOT MAKE ADVANCE PAYMENTS but pays for work done and materials delivered to sit: all in accordance with Clause 23 of the Conditions of Contract Agreement. In order to facilitate this, a list of the general component elements for the works is given at the summary page of these specifications and the tenderer is requested to break down his tender sum commensurate to the said elements	
E	**PREVENTION OF ACCIDENT, DAMAGE OR LOSS** The Contractor is notified that these works are to be carried out on a restricted site where the client is going on with other nomal activities. The Contractor is thus instructed to take reasonable care in the execution of the works as to prevent accidents, damage or loss and disruption of activities beeing carried out by the Client. The Contractor shall allow in his rates any expense he deemed necessary by taking such care within the site.	
	Carried to collection	

Item	Description	Amount KShs.
A	**WORKING CONDITIONS** The Contractor shall allow in his rates for any interferance that he may encounter in the course of the works for the Client may in some cases ask the Contractor not to proceed with the works until some activities within the site are completed, as the facility will be operating as usual during the course of the contract.	
B	**SIGNBOARD** Allow for providing, erecting, maintaining throughout the course of the Contract and afterwards clearing away a signboard as designed, specified and approved by the Project Manager.	
C	**LABOUR CAMPS** The Contractor shall not be allowed to house labour on site. Allow for transporting workers to and from the site during the tenure of the contract.	
D	**MATERIALS FROM DEMOLITIONS** Any materials arising from demolitions and not re-used shall become the property of the Client	
E	**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.	
F	**URGENCY OF THE WORKS** The Contractor is notified that these " works are urgent" and should be completed within the period stated in these Particular Preliminaries. The Contractor shall allow in his rates for any costs he/ she deems that he/she may incur by having to complete these works within the stipulated contract period.	
G	**PAYMENT FOR MATERIALS ON SITE** All materials for incorporation in the works must be stored on site before payment is effected, unless specifically exempted by the Project Manager. This is to include materials of the Contractor, nominated sub-Contractors and nominated suppliers.	
H	**EXISTING SERVICES** Prior to the commencement of any work, the Contractor is to ascertain from the relevant authority the exact position, depth and level of all existing services in the area and he/she shall make whatever provisions may be required by the authorities concerned for the support, maintenance and protection of such services.	
J	**CONTRACT COMPLETION PERIOD** The contract completion period in accordance with condition 10 of the General Conditions of contract must be adhered to. The „PROJECT MANAGER' shall strictly monitor the Contractors progress in relation to the progress chart and should it be found necessary the „PROJECT MANAGER' shall inform the Contractor in writing that his actual performance on site is not satisfactory .In all such cases the Contractor shall accelerate his rate of performance production and progress by all means such as additional labour,plant, e.t.c and working overtime all at his cost.	
	Carried to collection	

Item	Description	Amount KShs.
A	**BID SECURITY** The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender Security as specified in clause 19 of the Instructions to Tenderer's.	
B	**TENDER DOCUMENTS** Tender documents are as listed in Clause 11 of the Instruction to Tenderer's	
C	**DELIVERY OF TENDER** 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. 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.	
D	**VALUE ADDED TAX** The Contractor's attention is drawn to the Legal Notice in Finance Act part 3 Section 21(b) operative from 1st September, 1993 which requires payment of VAT on all contracts. In accordance with Government public notice No. 35 & 36 Dated 11th September 2003 operational from 1st October 2003, withholding VAT is to be levied against the contract sum by the Employer and remitted to the Commissioner of VAT through interim certificates. The contractor shall include V.A.T in the Grand Summary page as indicated herein. **PROJECT MANAGERS EXPENSES** **Airtime**	
E	Allow PROVISIONAL SUM of Kenya Shillings **Four Hundred and Eighty Thousand (K.SH 480,000.00)** only for **Air time** to be expended as directed by the Project Manager	480,000.00
F	Allow for Contractor's profits (-------- %) **Transport and subsistence allowance**	
G	Allow PROVISIONAL SUM of Kenya Shillings **Five Million, Seven Hundred and Sixty Thousand (K.SH. 5,760,000.00)** only for **transport & Subsistence allowance** to be expended as directed by the Project Manager	5,760,000.00
H	Allow for Contractor's profits (-------- %) **Stationery**	
J	Allow PROVISIONAL SUM of Kenya Shillings **Two Million, Five Hundred Thousand (KSh. 2,500,000.00)** only for **Project Manager's Stationery**	2,500,000.00
	Carried to collection	

Item	Description	Amount KShs.
	Clerk of works expenses	
A	Allow PROVISIONAL SUM of Kenya Shillings **One Million, Five Hundred Thousand (K.Sh 1,500,000.00)** only for **Clerk of Works** expenses to be expended as directed by the Project Manager	1,500,000.00
B	Allow for Contractor's profits (-------- %)	
	PROJECT VEHICLE The contractor shall provide **one (1 No.) NEW TOYOTA HIACE HIGH ROOF VAN vehicle** including a competent driver to the satisfaction of the Project Manager. The driver shall be provided with uniforms to the satisfaction of the Project Manager. Thereafter,the contractor for the duration of the contract or for such other period as may be directed shall maintain the vehicle and provide a driver for use exclusively by the Project Manager and others authorized by the Project Manager in writing. The vehicle shall only be driven by the aforementioned driver during the normal working hours and outside these hours when specifically required by the Project Manager and for official purposes only. The Goverment shall not be bound to accept the services of the driver after expiry of this contract. The Contractor shall ensure that the vehicle is serviced regularly in accordance with the manufacturer's instructions and maintained in good condition to the satisfaction of the Project Manager and shall have the vehicle available to him for use in good serviceable condition at all times. In the event of the vehicle being unserviceable when required the contractor shall provide an alternative vehicle and suitable qualified driver in compliance with the provisions of this section to the satisfaction of the Project Manager. In the event of the driver being unavailable for whatever reason the Contractor shall provide an alternative and suitable driver. Reimbursement to the Contractor for providing the services of the driver shall be on monthly basis during the during the duration of the contract at a rate as here below to be insterted. Reimbursement on the Contractor providing regular servicing ,fuel,oil,lubricants and tyres shall be on a monthly basis on the actual kilometres travelled at a rate as here below inserted. The vehicle shall be privately registered including all necessary insurances and to the satisfaction of the Project Manager. After the contract is over the ownership of the vehicle shall revert to the **University.** Prior to handing over the vehicle to the University at the end of the contract the engine, chassis and body work of the vehicle shall be re-conditioned to as new as no excessive wear of use will be obvious. The vehicle shall be given a final check by the **Chief Mechanical and Transport Engineer, State Department of Infrastructure, Ministry of Transport, Infrastructure, Public Works, Housing and Urban Development-Nairobi** and a certificate of road worthiness given prior to acceptance of the vehicle by the University. The vehicle will be fitted at the end of the contract with new tyres . **Reimbursement to the contractor for providing regular servicing fuels, oils, lubricants and tyres will be monthly based on actual kilometres travelled at a rate here below to be inserted.**	
C	Lump sum for providing **1 No. NEW TOYOTA HIACE, 12 SEATER HIGH ROOF BUS SHAPE VAN, 2500cc MANUAL TRANSMISSION DIESEL ENGINE as TOYOTA KENYA LIMITED "KDH222R-LEMDY-KP"** vehicle including charges thereof in connection with registration.	
	Carried to collection	

Item	Description	Amount KShs.
A	Allow for providing a comprehensive insurance as below described per year 2 No. years @ K.Sh ..... per year	
B	Allow for providing a competent driver as here below described per calendar month 24No. calendar months @ **K.Sh .....** per month	
C	Allow for providing fuel, oil, lubricants, regular maintenance, spare and tyres for the first 100,000 km @ **K.Sh.....** per km	
D	Extra over rate (D) above for the distance travelled in excess of 100,000 km @ K.Sh .....per km for 50,000 km	
E	Provide for reverting 1 NO. vehicle to client including servicing, transfer of registration to client prior to return	
	Carried to collection	

Item	Description	Amount KShs.
A	**PARTICULARS OF INSERTIONS TO BE MADE IN APPENDIX TO CONTRACT AGREEMENT** The following are the insertions to be made in the appendix to the Contract Agreement: **Period of Final Measurement** **3** Months From Practical completion **Defects Liability Period** **6** Months from Practical completion **Date for Possession** To be agreed with the Project Manager **Date for Completion 24 months** from date of Possession **Liquidated and Ascertained** At the rate of **0.01% of the Contract Price per day** **Prime cost** sums for which …… The Contractor desires to tender …… **Period of Interim Certificates** Monthly **Period of Honouring Certificates** 30 Days **Percentage of Certified Value Retained** 10% **Limit of Retention Fund** 5%	
	Carried to collection	
	COLLECTION Brought forward from page 142 Brought forward from page 143 Brought forward from page 144 Brought forward from page 145 Brought forward from page 146 Brought forward from page 147 Brought forward from above	
	TOTAL FOR BILL NO. 1: PARTICULAR PRELIMINARIES CARRIED TO MAIN SUMMARY	

BILL NO. 2
GENERAL PRELIMINARIES

Item	Description	Amount KShs
	BILL NO. 2	
	GENERAL PRELIMINARIES	
A	**PRICING ITEMS OF PRELIMINARIES AND PREAMBLES**	
	Prices will be inserted against items of Preliminaries in the Contractor's priced Bills of Quantities and Specification.	
	The Contractor shall be deemed to have included in his prices or rates for the various items in the Bills of Quantities or Specification for all costs involved in complying with all the requirements for the proper execution of the whole of the works in the Contract.	
B	**ABBREVIATIONS**	
	Throughout these Bills, units of measurement and terms are abbreviated and shall be all the requirements for the proper execution of the whole of the works in the Contract.	
	C.M. Shall mean cubic metre	
	S.M. Shall mean square metre	
	L.M. Shall mean linear metre	
	MM Shall mean Millimetre	
	Kg. Shall mean Kilogramme	
	No. Shall mean Number	
	Prs. Shall mean Pairs	
	B.S. - Shall mean the British Standard Specification Published by the British Standards Institution, 2 Park Street, London W.I., England.	
	Ditto - Shall mean the whole of the preceding description except as qualified in the description in which it occurs.	
	m.s. Shall mean measured separately.	
	a.b.d Shall mean as before described.	
	Carried to collection	

Item	Description	Amount KShs
A	**EXCEPTION TO THE STANDARD METHOD OF MEASUREMENT** *Attendance ;* Clause B19(a) of the Standard Method of Measurement is deleted and the following clause is substituted:- Attendance on nominated Sub-Contractors 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. *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.	
B	**EMPLOYER** The "Employer" is **KAIMOSI FRIENDS UNIVERSITY COLLEGE** The term "Employer" and "**KAIMOSI FRIENDS UNIVERSITY COLLEGE**" wherever used in the contract document shall be synonymous	
C	**PROJECT MANAGER (P.M)** The term "P.M." wherever used in these Bills of Quantities shall be deemed to imply the Project Manager as defined in Condition 1 of the Conditions of Contract. In this contract the projetc manager is the WORKS SECRETARY, STATE DEPARTMENT FOR PUBLIC WORKS, MINISTRY OF TRANSPORT, INFRASTRUCTURE, PUBLIC WORKS, HOUSING AND URBAN DEVELOPMENT - NAIROBI P.O. Box 30743-	
D	**ARCHITECT** The term "Architect" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is Works Secretary, P.O. Box 30743-00100, NAIROBI.	
E	**QUANTITY SURVEYOR** The term "Quantity Surveyor" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is Works Secretary, P.O. Box 30743-00100, NAIROBI.	
F	**ELECTRICAL ENGINEER** The term "Electrical Engineer" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is Works Secretary, P.O. Box 30743-00100, NAIROBI.	
G	**MECHANICAL ENGINEER** The term "Mechanical Engineer" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is Works Secretary, P.O. Box 30743-00100, NAIROBI.	
	Carried to collection	

Item	Description	Amount KShs
A	**STRUCTURAL ENGINEER** The term "Structural Engineer" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is Works Secretary, P.O. Box 30743-00100, NAIROBI.	
B	**FORM OF CONTRACT** The Form of Contract shall be as stipulated in the Republic of Kenya's Standard Tender Document for Procurement of Building Works and Associated Civil Works (2021 Edition) included herein The Conditions of Contract are also included herein *Conditions of Contract* These are numbered from 1 to 20 as set out in pages *74 to 126* 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	
C	**PERFORMANCE BOND.** The Contractor shall find and submit on the Form of Performance Security the Guarantor who will be willing to be bound to 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 Contractor shall furnish within seven days another Surety to the approval of the Government.	
D	**PLANT, TOOLS AND VEHICLES** Allow 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 specificallyand 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.	
E	**TRANSPORT.** Allow for transport of workmen, materials, etc., to and from the site at such hours and by such routes as may be permitted by the competent authorities.	
F	**MATERIALS AND WORKMANSHIP.** All materials and workmanship used in the execution of the work shall be of the best quality and description unless otherwise stated. The Contractor shall order all materials to be obtained from overseas immediately after the Contract is signed and shall also ensure they are onsite when required for use in the works. The Bills of Quantities shall not be used for the purpose of ordering materials.	
	Carried to collection	

Item	Description	Amount KShs
A	**SIGN FOR MATERIALS SUPPLIED.** The Contractor will be required to sign a receipt for all articles and materials supplied by the PROJECT MANAGER at the time of taking deliver thereof, as having received them in good order and condition, and will thereafter be responsible for any loss or damage and for replacements of any such loss or damage with articles and/or materials which will be supplied by the PROJECT MANAGER at the current market prices including Customs Duty and V.A.T., all at the Contractor's own cost and expense, to the satisfaction of the PROJECT MANAGER	
B	**STORAGE OF MATERIALS** The Contractor shall provide at his own risk and cost where directed on the site weather proof lock-up sheds and make good damaged or disturbed surfaces upon completion to the satisfaction of the PROJECT MANAGER Nominated Sub-Contractors are to be made liable for the cost of any storage accommodation provided especially for their use.	
C	**SAMPLES** The Contractor shall furnish at his own cost any samples of materials or workmanship including concrete test cubes required for the works that may be called for by the PROJECT MANAGER for his approval until such samples are approved by the PROJECT MANAGER and the PROJECT MANAGER, may reject any materials or workmanship not in his opinion to be up to approved samples. The PROJECT MANAGER shall arrange for the testing of such materials as he may at his discretion deem desirable, but the testing shall be made at the expense of the Contractor and not at the expense of the PROJECT MANAGER. The Contractor shall pay for the testing in accordance with the current scale of testing charges laid down by the Ministry of Land, Housing and Urban Development The procedure for submitting samples of materials for testing and the method of marking for identification shall be as laid down by the PROJECT MANAGER The Contractor shall allow in his tender for such samples and tests except those in connection with nominated sub-contractors' work.	
D	**GOVERNMENT ACTS REGARDING WORKPEOPLE ETC.** Allow for complying with all Government Acts, Orders and Regulations in connection with the employment of Labour and other matters related to the execution of the works. In particular the Contractor's attention is drawn to the provisions of the Factory Act 1950 and his tender must include for all costs arising or resulting from compliance with any Act, Order or Regulation relating to Insurances, pensions and holidays for workpeople or so the safety, health and welfare of the workpeople. The Contractor must make himself fully acquainted with current Acts and Regulations, including Police Regulations regarding the movement, housing, security and control of labour, labour camps , passes for transport, etc. It is most important that the Contractor, before tendering, shall obtain from the relevant Authority the fullest information regarding all such regulations and/or restrictions which may affect the organisation 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.	
	Carried to collection	

Item	Description	Amount KShs
A	**SECURITY OF WORKS ETC.** The Contractor shall be entirely responsible for the security of all the works stores, materials, plant, personnel, etc., both his own and sub-contractors' and must provide all necessary watching, lighting and other precautions as necessary to ensure security against theft, loss or damage and the protection of the public.	
B	**PUBLIC AND PRIVATE ROADS.** 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	
C	**EXISTING PROPERTY.** The Contractor shall take every precaution to avoid damage to all existing property including roads, cables, drains and other services and he will be held responsible for and shall make good all such damage arising from the execution of this contract at his own expense to the satisfaction of the PROJECT MANAGER	
D	**VISIT SITE AND EXAMINE DRAWINGS.** The Contractor is recommended to examine the drawings and visit the site the location of which is described in the Particular Preliminaries hereof. He shall be deemed to have acquainted himself therewith as to its nature, position, means of access or any other matter which, may affect his tender. No claim arising from his failure to comply with this recommendation will be considered.	
E	**ACCESS TO SITE AND TEMPORARY ROADS.** Means of access to the Site shall be agreed with the PROJECT MANAGER prior to commencement of the work and Contractor must allow for building any necessary temporary access roads for the transport of the materials, plant and workmen as may be required for the complete execution of the works including the provision of temporary culverts, crossings, bridges, or any other means of gaining access to the Site. Upon completion of the works, the Contractor shall remove such temporary access roads; temporary culverts, bridges, etc., and make good and reinstate all works and surfaces disturbed to the satisfaction of the PROJECT MANAGER The Contractor should also allow for relocating existing fence (approx. 30 metres long).	
F	**AREA TO BE OCCUPIED BY THE CONTRACTOR** The area of the site which may be occupied by the Contractor for use of storage and for the purpose of erecting workshops, etc., shall be defined on site by the PROJECT MANAGER	
	Carried to collection	

Item	Description	Amount KShs
A	**OFFICE ETC. FOR THE PROJECT MANAGER** The Contractor shall provide, erect and maintain where directed on site and afterwards dismantle the site office of the standard type, complete with furniture. He shall also provide a strong metal trunk complete with strong hasp and staple fastening and two keys. He shall provide, erect and maintain a lock-up type water or bucket closet for the sole use of the PROJECT MANAGER including making temporary connections to the drain where applicable to the satisfaction of Government and Medical Officer of Health and shall provide services of cleaner and pay all conservancy charges and keep both office and closet in a clean and sanitary condition from commencement to the completion of the works and dismantle and make good disturbed surfaces. The office and closet shall be completed before the Contractor is permitted to commence the works. The Contractor shall make available on the Site as and when required by the "PROJECT MANAGER" a modern and accurate level together with levelling staff, ranging rods and 50 metre metallic or linen tape.	
B	**WATER AND ELECTRICITY SUPPLY FOR THE WORKS** The Contractor shall provide at his own risk and cost all necessary water, electric light and power required for use in the works. The Contractor must make his own arrangements for connection to the nearest suitable water main and for metering the water used. He must also provide temporary tanks and meters as required at his own cost and clear away when no longer required and make good on completion to the entire satisfaction of the PROJECT MANAGER . The Contractor shall pay all charges in connection herewith. No guarantee is given or implied that sufficient water will be available from mains and the Contractor must make his own arrangements for augmenting this supply at his own cost. Nominated Sub--contractors are to be made liable for the cost of any water or electric current used and for any installation provided especially for their own use.	
C	**SANITATION OF THE WORKS** The Sanitation of the works shall be arranged and maintained by the Contractor to the satisfaction of the Government and/or Local Authorities, Labour Department and the PROJECT MANAGER	
D	**SUPERVISION AND WORKING HOURS** The works shall be executed under the direction and to the entire satisfaction in all respects of the PROJECT MANAGER who shall at all times during normal working hours have access to the works and to the yards and workshops of the Contractor and sub-Contractors or other places where work is being prepared for the contract.	
E	**PROVISIONAL SUMS.** The term "Provisional Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7(i) of the Standard Method of Measurement. Such sums are net and no addition shall be made to them for profit.	
F	**PRIME COST (OR P.C.) SUMS.** The term "Prime Cost Sum" or "P.C. Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7 (ii) of the Standard Method of Measurement. Persons or firms nominated by the PROJECT MANAGER to execute work or to provide and fix materials or goods are described herein as Nominated Sub-Contractors. Persons or firms so nominated to supply goods or materials are described herein as Nominated Suppliers.	
	Carried to collection	

Item	Description	Amount KShs
A	**PROGRESS CHART.** The Contractor shall provide within two weeks of Possession of Site and in agreement with the PROJECT MANAGER a Progress Chart for the whole of the works including the works of Nominated Sub-Contractors ; one copy to be handed to the PROJECT MANAGER and a further copy to be retained on Site. Progress to be recorded and chart to be amended as necessary as the work proceeds.	
B	**ADJUSTMENT OF P.C. SUMS.** In the final account all P.C. Sums shall be deducted and the amount properly expended upon the PROJECT MANAGER'S order in respect of each of them added to the Contract sum. The Contractor shall produce to the PROJECT MANAGER such quotations, invoices or bills, properly receipted, as may be necessary to show the actual details of the sums paid by the Contractor. Items of profit upon P.C. Sums shall be adjusted in the final account pro-rata to the amount paid. Items of "attendance" Should the Contractor be permitted to tender and his tender be accepted of any work for which a P.C. Sum is included in these Bill of Quantities profit and attendance will be allowed at the same rate as it would be if the work were executed by a Nominated Sub-Contractor.	
D	**ADJUSTMENT OF PROVISIONAL SUMS.** In the final account all Provisional Sums shall be deducted and the value of the work properly executed in respect of them upon the PROJECT MANAGER's order added to the Contract Sum. Such work shall be valued as described for Variations, but should any part of the work be executed by a Nominated Sub-Contractor, the value of such work or articles for the work to be supplied by a Nominated Supplier, the value of such work or articles shall be treated as a P.C. Sum and profit and attendance comparable to that contained in the priced Bills of Quantities for similar items added.	
E	**NOMINATED SUB-CONTRACTORS** When any work is ordered by the PROJECT MANAGER to be executed by nominated sub-contractors, the Contractor shall enter into sub-contracts and shall thereafter be responsible for such sub-contractors in every respect. Unless otherwise described the Contractor is to provide for such Sub-Contractors any or all of the facilities described in these Preliminaries. The Contractor should price for these with the nominated Sub-contract Contractor's work concerned in the P.C. Sums under the description "add for Attendance".	
F	**DIRECT CONTRACTS** Notwithstanding the foregoing conditions, the Government reserves the right to place a "Direct Contract" for any goods or services required in the works which are covered by a P.C. Sum in the Bills of Quantities and to pay for the same direct. In any such instances, profit relative to the P.C. Sum the priced Bills of Quantities will be adjusted as described for P.C. Sums and allowed.	
	Carried to collection	

Item	Description	Amount KShs
A	**ATTENDANCE UPON OTHER TRADESMEN, ETC.** The Contractor shall allow for the attendance of trade upon trade and shall afford any tradesmen or other persons employed for the execution of any work not included in this Contract every facility for carrying out their work and also for use of his ordinary scaffolding. The Contractor, however, shall not be required to erect any special scaffolding for them. The Contractor shall perform such cutting away for and making good after the work of such tradesmen or persons as may be ordered by the PROJECT MANAGER and the work will be measured and paid for to the extent executed at rates provided in these Bills.	
B	**INSURANCE** The Contractor shall insure as required in Clause 17 of the General Conditions of Contract. No payment on account of the work executed will be made to the Contractor until he has satisfied the PROJECT MANAGER either by production of an Insurance Policy or and Insurance Certificate that the provision of the foregoing Insurance Clauses have been complied with in all respects. Thereafter the PROJECT MANAGER shall from time to time ascertain that premiums are duly paid up by the Contractor who shall if called upon to do so, produce the receipted premium renewals for the PROJECT MANAGER's inspection.	
C	**PROVISIONAL WORK** All work described as "Provisional" in these Bills of Quantities is subject to remeasurement in order to ascertain the actual quantity executed for which payment will be made. All "Provisional" and other work liable to adjustment under this Contract shall left uncovered for a reasonable time to allow all measurements needed for such adjustment to be taken by the PROJECT MANAGER Immediately the work is ready for measuring, the Contractor shall give notice to the PROJECT MANAGER. If the Contractor makes default in these respects he shall if the PROJECT MANAGER so directs uncover the work to enable all measurements to be taken and afterwards reinstate at his own expense.	
D	**ALTERATIONS TO BILLS, PRICING, ETC.** Any unauthorised alteration or qualification made to the text of the Bills of Quantities may cause the Tender to be disqualified and will in any case be ignored. The Contractor shall be deemed to have made allowance in his prices generally to cover any items against which no price has been inserted in the priced Bills of Quantities. All items of measured work shall be priced in detail and the Tenders containing Lump Sums to cover trades or groups of work must be broken down to show the price of each item before they will be accepted.	
E	**BLASTING OPERATIONS** Blasting will only be allowed with the express permission of the PROJECT MANAGER in writing. All blasting operations shall be carried out at the Contractor's sole risk and cost in accordance with any Government regulations in force for the time being, and any special regulations laid down by the PROJECT MANAGER governing the use and storage of explosives.	
	Carried to collection	

Item	Description	Amount KShs
A	**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 Contractor would otherwise have had to supply with the written permission of the PROJECT MANAGER Should such permission be given, the Contractor shall make due allowance for the value of the materials so used at a price to be agreed.	
B	**PROTECTION OF THE WORKS.** Provide protection of the whole of the works contained in the Bills of Quantities, including casing , casing up, covering or such other means as may be necessary to avoid damage to the satisfaction of the PROJECT MANAGER and remove such protection when no longer required and make good any damage which may nevertheless have been done at completion free of cost to the Government.	
C	**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.	
D	**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	
E	**GENERAL SPECIFICATION.** For the full description of materials and workmanship, method of execution of the work and notes for pricing, the Contractor is referred to the Ministry of Roads, 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.	
F	**TRAINING LEVY** The Contractor's attention is drawn to legal notice No. 237 of October, 1971, which requires payment by the Contractor of a Training Levy at the rate of 1/4 % of the Contract sum on all contracts of more than Kshs. 50,000.00 in value.	
G	**MATERIALS ON SITE** All materials for incorporation in the works must be stored on or adjacent to the site before payment is effected unless specifically exempted by the PROJECT MANAGER. This includes the materials of the Main Contractor, Nominated Sub-Contractors and Nominated Suppliers.	
	Carried to collection	

Item	Description	Amount KShs
A	**HOARDING** The Contractor shall enclose all the areas under construction with approved material to the satisfaction of the PROJECT MANAGER	
B	**CONTRACTOR'S SUPERINTENDENCE/SITE AGENT** The Contractor shall constantly keep on the works a literate English speaking Agent or Representative, competent and experienced in the kind of work involved who shall give his whole experience in the kind of work involved and shall give his whole time to the superintendence of the works. Such Agent or Representative shall receive on behalf of the Contractor all directions and instructions from the Project Manager and such directions shall be deemed to have been given to the Contractor in accordance with the Conditions of Contract.	
	Carried to collection	
	COLLECTION Brought Forward From Page 149 Brought Forward From Page 150 Brought Forward From Page 151 Brought Forward From Page 152 Brought Forward From Page 153 Brought Forward From Page 154 Brought Forward From Page 155 Brought Forward From Page 156 Brought Forward From Page 157 Brought Forward From Above	
	TOTAL FOR BILL NO.2: GENERAL PRELIMINARIES CARRIED TO GRAND SUMMARY	

BILL NO. 3
BUILDER'S WORKS

BILL NO. 3.1
DEMOLITIONS & ALTERATIONS

Item	Description	Q'ty	Unit	Rate	Amount KSh
	BILL NO. 3.1				
	PROPOSED CONSTRUCTION OF LIBRARY AT KAIMOSI FRIENDS UNIVERSITY COLLEGE				
	DEMOLITIONS AND ALTERATIONS				
	(ALL PROVISIONAL)				
	The items of demolitions and removal shall include making good disturbed areas to match existing and loading and carting away debris unless otherwise specified				
	Carefully demolish the following existing structures, load, make good disturbed surfaces and cart away debris as directed				
A	Carefully demolish existing buildings approximately 100sm comprising, concrete strip footing or columns, concrete slab, brick or natural stone or blockwork walling, timber or metal trusses, metal sheets roofing, timber/metal openings, removal of all loose materials, finishes and furniture complete with all plumbing and electrical installations. Carefully deconstruct usable parts and set aside as directed and cart away arising debris (5NO.)		ITEM		
B	Carefully demolish existing concrete septic tank complete with foul water drainage and cart away arising debris (1NO.)		ITEM		
C	Ditto; biodigester but Carefully deconstruct usable parts and set aside as directed and cart away arising debris (1NO.)		ITEM		
D	Ditto; Pit Latrine (1NO.)		ITEM		
E	Carefully demolish existing basketball court complete with goal posts and set aside as directed and cart away arising debris (1NO.)		ITEM		
	Carried to collection				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	NEW WORKS AND ALTERATIONS				
	BASKETBALL COURT				
A	Excavate oversite soil average 300 mm deep and cart away as directed for re-use in landscaping	570	SM		
B	Excavate to reduce levels starting from stripped level, not exceeding 1.5m depth and cart away	285	CM		
C	Level and compact base of excavations	550	SM		
D	Provide, lay and compact 300mm thick approved murram for sub-base to 98% M.D.D. specifications in 150mm thick layers.	550	SM		
E	Premise 200CC" or other equal and approved insecticide treatment on top of murram filling applied as per manufacturer's instruction with a 10 year guarantee	550	SM		
F	100mm thick slabs laid in 6.0 x 6.0m bays; Insitu mass concrete: grade 20/20 : vibrated	550	SM		
G	Extra over concrete slab for edge thickening	10	CM		
H	Sawn formwork to edges of slab, 75 - 150mm high	100	LM		
J	Basketball goal posts to Architects drawing	2	NO		
K	Ditto; netball goal posts	2	NO		
L	Prepare and apply first grade long lasting reflective road marking paint, yellow in colour on concrete surfaces not exceeding 100mm girth	200	LM		
	Carried to collection				
	COLLECTION				
	From page 159				
	From page 160				
	TOTAL FOR DEMOLITIONS & ALTERATIONS CARRIED TO BUILDER'S WORK SUMMARY				

BILL NO. 3.2
BASEMENT & SUBSTRUCTURES

Item	Description	Q'ty	Unit	Rate	Amount KSh
	BILL NO. 3.2				
	PROPOSED CONSTRUCTION OF LIBRARY AT KAIMOSI FRIENDS UNIVERSITY COLLEGE				
	BASEMENT				
	ELEMENT NO. 1				
	SUBSTRUCTURES (All provisional)				
	Site Preparation				
A	Cut down trees 600-900mm girth,grub up roots and cart away as directed	25	NO		
B	Clear site of all bushes, shrubs, small trees, grub up roots and remove from site	2,208	SM		
	Excavations & Earthworks				
C	Excavate oversite soil average 300 mm deep and cart away as directed for re-use in landscaping	2,208	SM		
D	Excavate for basement starting from stripped level, not exceeding 1.5m depth and cart away	3,312	CM		
E	Ditto but depth exceeding 1.5M but not exceeding 3.0M	3,312	CM		
F	Ditto but depth exceeding 3.0M but not exceeding 4.5M	3,312	CM		
G	Excavate for column bases not exceeding 1.5m depth starting from reduced level	918	CM		
H	Excavate for strip footings not exceeding 1.5m depth starting from reduced level	325	CM		
J	Ditto; retaining wall	858	CM		
K	Excavate for lift bases not exceeding 1.5m depth starting from reduced level	90	CM		
L	Extra over excavations for excavating in rock of any class, at any depth	1,651	CM		
	Carried to collection				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	SUBSTRUCTURES (CONT'D)				
	Disposal of excavated material				
A	Return,fill and ram selected excavated materials around foundations	1,082	CM		
B	Load and cart away surplus excavated materials from site not exceeding 300m, deposit and spread on site as directed	11,045	CM		
	Planking and strutting				
C	Planking and strutting to sides of all excavations: keep excavations free from all falling materials		ITEM		
	Disposal of Water				
D	Keep excavations free from all water including spring, underground and running water.		ITEM		
	Hardcore Filling				
E	Hardcore fillings in making up levels: levelled and compacted in 150 mm layers	1,044	CM		
F	Murram fillings in making up levels: levelled and compacted in 150 mm layers	1,566	CM		
	Murram				
G	50mm Thick quarry dust blinding to surfaces of hardcore	1,740	SM		
	Insecticide treatment				
	'Premise 200CC" or other equal and approved insecticide treatment on top of hardcore filling and over foundation walls applied as per manufacturer's instruction with a 10 year guarantee				
H	To murram surface	1,740	SM		
	Damp Proof Membrane				
J	1000 gauge polythene damp-proof membrane or other equal and approved laid over blinded hardcore (measured separately) with 200mm end and side laps(measured net-no allowance for laps)	1,740	SM		
	Carried to collection				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	SUBSTRUCTURES (CONT'D)				
	Concrete Work				
	Insitu concrete mix (1:4:8): in				
A	50mm concrete blinding to column bases	612	SM		
B	Ditto to Strip footings	217	SM		
C	Ditto to lift bases	40	SM		
	Insitu reinforced concrete: grade 25/20 : vibrated in:-				
D	Strip fooftings	43	CM		
E	Column bases	398	CM		
F	Columns	21	CM		
G	Lift shaft bases	24	CM		
H	250mm thick lift shaft walls	32	SM		
J	350mm thick retaining walls	591	CM		
K	Ramp	13	CM		
L	Steps, staircases or strings	9	CM		
M	175mm thick basement floor slab	1,350	SM		
M	175mm thick ground floor slab	390	SM		
	Reinforcement **High yield deformed steel bar reinforcement to BS 4461 including bends, hooks, tying wire and distance blocks**				
N	D 25 mm diameter	8,157	KG		
P	D 20 mm diameter	20,393	KG		
Q	D 16 mm diameter	4,079	KG		
R	D 12 mm diameter	36,707	KG		
S	D 10mm diameter	4,079	KG		
T	D 8 mm diameter	8,157	KG		
	Carried to collection				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	SUBSTRUCTURES (CONT'D)				
	Steel mesh fabric reinforcement to BS 4483				
A	Layer of mesh fabric reinforcement laid in slab or bed with 200mm side and end laps (measured net- no allowance made for laps) Ref: A142 weighing 2.22kg per square metre	1,740	SM		
	Sawn formwork: to				
B	Vertical: sides of column bases	530	SM		
C	Vertical: sides of columns	110	SM		
D	Vertical: sides of columns curved to radius	73	SM		
E	Vertical: sides of strip footings	145	SM		
F	Vertical: sides of lift shaft bases	16	SM		
G	Vertical: sides of lift shaft walls	64	SM		
H	Vertical: sides of retaining walls	2,310	SM		
J	Sloping edges of ramps slab 150 -225mm high	45	LM		
K	Edges: slab not exceeding 150 - 225 mm high	189	LM		
L	Edges of risers 75 - 150mm high	99	LM		
M	Open or closed edge of string of 370 mm wide (extreme) including cutting to profile of treads and risers	8	LM		
	Flexcell expansion joint.				
N	12mm thick x 500mm deep in column bases	18	LM		
P	12mm thick x 600mm wide in columns	24	LM		
Q	12mm thick x 200mm deep in floor slab	132	LM		
R	25 x 25mm "expendite" sealant	174	LM		
	Carried to collection				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	SUBSTRUCTURES (CONT'D)				
	Masonry				
	200mm thick approved natural stone; local; roughly squared to foundation walling; bedding and jointing in cement sand (1:3) mortar including reinforcing with hoop iron ties every alternate course.				
A	200mm thick walling	542	SM		
	Basement tanking				
	Ethylene propylene diene monomer (EPDM) Rubber membrane : on laid over concrete or blockwork surfaces (m/s): fixed with approved adhesive in accordance with manufacturer's specifications: to				
B	Basement slab	1,420	SM		
C	Ditto; retaining wall	1,045	SM		
	Skin wall				
D	100mm thick natural stone skin wall	1,045	SM		
	French drain				
E	Perforated 200mm diameter UPVC drain pipe laid to fall including 200mm thick granular fill sorround and haunch including excavation to Structural Engineera' details	183	LM		
	Insitu Finishings				
F	14mm thick 2 No. coatwork cement sand (1:3) render; wood floated to concrete or blockwork base to walls; external	284	SM		
	Prepare and apply three coats bituminous paint to:				
G	Wood floated rendered plinths over 300mm girth	284	SM		
	Paving Slabs.				
H	600 x 600 x 50 mm Precast concrete class 20/20 paving slabs, laid to falls on blinded hardcore surface and jointed in cement and sand (1:3) mortar	284	SM		
	Carried to collection				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	SUBSTRUCTURES (CONT'D)				
	COLLECTION				
	Brought forward from page 161				
	Brought forward from page 162				
	Brought forward from page 163				
	Brought forward from page 164				
	Brought forward from page 165				
	TOTAL FOR SUBSTRUCTURES CARRIED TO SUMMARY				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	ELEMENT NO. 2				
	REINFORCED CONCRETE FRAME				
	Insitu reinforced concrete: grade 25/20 : vibrated in:-				
A	Beams	147	CM		
B	Columns	62	CM		
C	Steps, staircases or strings	8	CM		
D	250 mm thick lift shaft walls	63	SM		
E	175mm suspended ground floor slab	1,350	SM		
F	175mm landings	8	SM		
	High yield deformed steel bar reinforcement to BS 4461 including bends, hooks, tying wire and distance blocks				
G	25 mm diameter	10,584	KG		
H	20 mm diameter	8,820	KG		
J	16 mm diameter	8,820	KG		
K	12 mm diameter	31,752	KG		
L	10 mm diameter	3,528	KG		
M	8 mm diameter	7,056	KG		
	Precast Concrete units ; class 25/20 mm : vibrated : reinforced in				
N	200 x 200 mm lintel : reinforced with 4 No. 12 mm diameter mild steel bars	30	LM		
	Carried to collection				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	REINFORCED CONCRETE FRAME (CONT'D)				
	Sawn formwork: to				
A	Sides and soffits of beams	735	SM		
B	Sides of Columns	330	SM		
C	Sides of Columns: circular	220	SM		
D	Sides of lift shaft walls	126	SM		
E	Boxing in formwork to form lift door opening ; 200mm thick walls	4	SM		
F	Soffits of suspended slabs	1,350	SM		
J	Soffits of landings	8	SM		
L	Sloping Soffits of staircases	20	SM		
M	Edges of risers 75 - 150mm high	62	LM		
N	Edges of landing 150 - 225mm high	12	LM		
P	Open or closed edge of string of 370 mm wide (extreme) including cutting to profile of treads and risers	20	LM		
Q	Edges of suspended slab 150- 225mm high	189	LM		
	Flexcell expansion joint.				
S	Form 12mm wide expansion joint in masonry or concrete work	20	SM		
T	12mm Thick "flexcell" or other equal and approved expansion joint filler	20	SM		
U	25mm Thick "mastic" or other equal and approved sealer	20	LM		
	Carried to collection				
	COLLECTION Brought forward from page 167 Brought forward from ABOVE				
	TOTAL REINFORCED CONCRETE FRAME CARRIED TO SUMMARY				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	ELEMENT NO. 3				
	Hessian based bituminous felt damp proof course laid on cement and sand (1:4) mortar under:-				
A	200mm wide; B.S. 743 Type A bitumen hessian base 150 mm laps (make allowance for laps); horizontal, 1 no. layer, bedded in cement sand (1:3) mortar	17	lm		
B	150mm thick; Ditto	7	lm		
C	100mm thick; Ditto	12	lm		
	INTERNAL WALLING				
	Solid concrete blocks: in cement and sand(1:3) mortar: 7.0 N/mm2 minimum compressive strength to B.S. 5390 ncluding reinforcing with hoop iron in every alternative course				
D	Walls 200 mm thick	78	SM		
E	Walls 150 mm thick	32	SM		
F	Walls 100mm thick	54	SM		
	DEMOUNTABLE PARTITIONS				
	The following in heavy duty powder coated aluminium framing in 100 x 50 x 2mm Thick at 1200mm centres both ways of approved colour and beadings to BS 10 BS15:-				
G	100mm Thick composite glazed partitions comprising 100x50x2mm thick frames; infilled with 8mm thick laminated clear sheet glass; complete with aluminium glazing beads and rubber gaskets; silicon filling; all assembled and fixed together as free-standing partition; complete with "llumar film" all to Architects details	333	SM		
	TOTAL WALLING CARRIED TO SUMMARY				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	ELEMENT NO. 5				
	DOORS				
	Wrot Hardwood framed frames and framings				
A	200 x 50 mm; 2 No. labours; plugged door frame	37	lm		
B	150 x 50mm ditto	33	lm		
C	40 x 35 mm moulded architrave	70	lm		
D	25 x 25mm moulded quadrants	70	lm		
E	15 x 15mm glazing bead	7	lm		
	MDF door				
	42 mm thick post formed MDF door comprising 18mm thick 'Trance Marple' panel sandwiched in 12mm thick 'Honduras' panel both sides cut to pattern with view pane to Architect's detail, stained and polished to approval.				
F	Double swing door size 1800 x 2100 mm high with 1No. 1500 x 300mm fanlight infilled with glass (m/s) and approved beading all round	1	No		
G	Single swing door size 900 x 2100 mm high, ditto	1	No		
	45mm Thick solid core flush doors to B.S 459: part 2 veneered both sides with internal quality plywood and lipped on all edges in approved hardwood				
H	Single swing door size 1140 x 2060 mm high	1	No.		
J	Single swing door size 840 x 2060 mm high with 1No. 900 x 1000mm fanlight infilled with glass (m/s) and approved beading all round	2	No.		
K	Single swing door size 840 x 2060 mm high; semi-solid	4	No.		
	Carried to collection				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	DOORS CONT'D				
	Aluminium framed glass door				
	Aluminium standard section framed doors and accessories: powder coated to Architect's approval ; 8mm thick laminated clear glass infill to panels in 100 x 50mm aluminium edge plates: glazing beads bedded in mastic : to concrete or blockwall surfaces with screws plugged : bedded and pointed all round in mastic complete with all neccesary ironmongery and accessories.				
A	Double swing door size 1800 x 2100mm high with 1No. 900 x 1000mm fanlight infilled with glass (m/s) and approved beading all round	12	No.		
B	Single swing door size 840 x 2060 mm high; semi-solid	1	No.		
	Iron mongery				
	Supply and fix the following ironmongery from 'ASSA ABLOY' or other equal & approved manufacturer including all furniture and matching screws.				
	To softwood, hardwood or the like fixing with screws				
C	100x76x3mm Stainless steel hinges	15	PRS		
D	Stainless steel pull handle back fix	4	NO		
E	Euro key & turn cylinder 70mm Satin Nickel	1	NO		
F	Three lever mortice lock complete with set lever aluminium handle furniture	1	No.		
G	Two lever mortice lock complete with set lever aluminium handle furniture	2	No.		
H	Disabled lockset	1	NO		
J	Flush Bolt satin nickle 8" - 200 mm	1	NO		
K	Indicator bolt vacant/engaged	4	NO		
L	Rubber door stop complete with 38 mm rawl bolt	6	NO		
M	Door closer with cover power 4 - Silver	14	NO		
	Carried to collection				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	DOORS CONT'D				
A	Coat & hat hook - rubber tipped: ref. CH-39 SS	4	NO		
B	Stainless steel kicking plate sized to order	2	NO		
C	Stainless steel male/female/disabled sign-circular	1	NO		
	Glazing				
D	5mm Thick clear sheet glass panes to timber fan lights	2	sm		
	Painting and Decorations				
	On wood				
	Aluminium primer or other equal and approved wood primer before fixing: -				
E	Backs of frame, board, etc over 100mm but not exceeding 200mm girth	70	lm		
	Prepare and apply three coats of premium quality clear varnish to:-				
F	General surfaces of timber doors over 300mm girth; external	50	sm		
G	Frames; over 100mm but not exceeding 200mm girth; internal	70	lm		
H	Frames not exceeding 100mm girth; internal	140	lm		
	Knot, prime and stop; prepare and apply one undercoat and two coats of gloss oil paint				
J	General surfaces of timber doors over 300mm girth; external	50	sm		
	Carried to collection				
	COLLECTION				
	Brought forward from page 170				
	Brought forward from page 171				
	Brought forward from ABOVE				
	TOTAL FOR DOORS CARRIED TO SUMMARY				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	ELEMENT NO. 5				
	FINISHES				
	FLOOR FINISHES				
	Beds and backings				
	Screed; cement and sand 1:4 with approved integral dust proofing additive wood floated.				
A	30mm thick one coat backings; wood floated to receive granito floor tiles (m/s) to concrete or blockwork base; to floors level	1,322	SM		
B	32mm to receive ceramic tiles; ditto	28	SM		
	Tile, Slab or Block Finishings				
	Matt granito floor tiles (Ref: as Tile & Carpet Ltd. or equal and approved) laid to approved pattern onto cement sand backing mix 1:3 (m/s) or in approved adhesive and pointed with matching cement or approved tile grout to Architect's satisfaction.				
C	450 x 450 x 10mm thick; butt joints both ways; to cement sand base (m/s); to floors level; internal	1,322	sm		
D	Skirtings; 100mm wide with rounded junction with wall finish and coved junction with floor finish	163	lm		
	Approved non slip ceramic floor tiles; local; coloured floor tiles to regular or approved other pattern; bedding and jointing in cement sand (1:4) mortar, grouting with white cement				
E	400 x 400 x 8mm thick; butt joints both ways; to cement sand base (m/s); to floors level; internal	28	sm		
F	Skirtings; 100mm wide with rounded junction with wall finish and coved junction with floor finish	38	lm		
	Carried to collection				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	FINISHES CONT'D				
	Wall finishes				
	Insitu finishes				
	Render; 15mm thick, 1 No. coatwork of cement and sand (1:3); wood floated to concrete or blockwork base generally to: -				
A	Beams and columns; external	275	sm		
	Plaster; 15mm thick, 2 No. coatwork, 12mm first coat of cement sand (1:3); 3mm second coat of cement and lime putty (1:9); steel trowelled to concrete or blockwork base generally to: -				
B	Walls, beams and columns; internal	903	sm		
	Tile, Slab or Block Finishings				
	Approved ceramic tiles to B.S. 1281; local; coloured glazed wall tiles to regular or approved other pattern; bedding and jointing in cement sand (1:4) mortar, grouting with white cement				
C	300 x 600 x 6mm thick; butt joints straight both ways; to cement sand base (m/s) to walls internal	171	sm		
D	Plastic edging (provisional)	119	lm		
	Beds or Backings				
	Render; cement and sand (1:3)				
E	14mm thick one coat backings; wood floated to receive ceramic tiles (m/s) to concrete or blockwork base; to walls internal	171	sm		
	Painting and Decorations				
	On steel trowelled plastered surfaces				
	Prepare and apply one undercoat and three coats of first quality silk vinyl paint to the following surfaces				
F	Walls, beams and columns; internal	903	sm		
	Carried to collection				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	FINISHES CONT'D				
	Textured wall paint				
	Prepare and apply exterior quality textured wall paint as CROWN PAINTS "ROUGH & TOUGH" or equal approved: to manufacturers specifications: colours and patterns as specified by the Architect on rendering (measured separately)				
A	To rendered surfaces; external	275	SM		
	STAIRCASE				
	Tile, Slab or Block Finishings				
	Matt granito floor tiles (Ref: as Tile & Carpet Ltd. or equal and approved) laid to approved pattern onto cement sand backing mix 1:3 (m/s) or in approved adhesive and pointed with matching cement or approved tile grout to Architect's satisfaction.				
B	Quarter space or half space landing;	8	sm		
C	Treads; 300mm wide	20	lm		
D	Risers; 150mm wide	62	lm		
E	Skirtings; 100mm wide with rounded junction with wall finish and coved junction with floor finish	12	lm		
F	Open strings and closed strings; 370mm extreme width ditto.	20	lm		
	METAL WORK				
	PURPOSE MADE UNITS				
	Balustrades				
G	1000 mm long, 40mm diameter x 3mm thick CHS steel rods, fanged at one end built into concrete, other end welded and ground smooth	33	No.		
	Middle rails				
H	25 x 25 x 2mm SHS frame	80	lm		
	Carried to collection				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	FINISHES CONT'D				
	Handrail				
A	50mm diameter x 2mm thick CHS moulded handrail welded to balustrades and ground smooth	20	lm		
	Painting and Decorations				
	To metal surfaces				
	One coat etching primer; one undercoat; two coats super gloss oil paint to "Crown Paints" or other equal and approved				
B	Small pipes	80	lm		
C	Frames; 100 to 200mm girth	53	lm		
	Ceiling finishes				
	12mm (minimum) two-coat plaster; 9mm first coat of cement sand (1:6), 3mm second coat of cement and lime putty (1:10); steel trowelled to: -				
D	Concrete soffits	1,350	sm		
E	Ditto to sloping soffits of staircase.	20	sm		
F	Ditto to soffits of landing	8	sm		
	Painting and Decorations				
	On steel trowelled plastered surfaces				
	Prepare and apply one undercoat and three coats of first quality emulsion paint to the following surfaces				
G	Concrete soffits	1,350	sm		
H	Ditto to sloping soffits of staircase.	20	sm		
J	Ditto to soffits of landing	8	sm		
	Carried to collection				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	FINISHES CONT'D				
	COLLECTION				
	Brought forward from page 174				
	Brought forward from page 175				
	Brought forward from page 176				
	Brought forward from page 177				
	TOTAL FINISHES CARRIED TO SUMMARY				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	ELEMENT NO. 6				
	FITTINGS & FIXTURES [PROVISIONAL]				
	VANITY WORKTOPS				
	Blockwork				
A	100 mm thick reinforced with hoop iron at alternate courses approved local natural stone walling; chisel dressed both sides; bedding, jointing and pointing in cement sand (1:3) mortar	6	sm		
	Plain concrete class 20/20 as described in: -				
B	100mm thick plinth	5	sm		
C	100mm thick suspended worktop	5	sm		
	Fabric; B.S. 4483				
D	Reference A142 mesh 200 x 200 mm , weight 2.22 kgs per square meter (measured net - no allowance made for laps(inclunding bends, tying wire and distance blocks	5	sm		
	Sawn formwork to insitu concrete as described:-				
E	To soffits of suspended worktop	5	sm		
F	Edges of suspended worktop, 75 to 150mm wide	5	lm		
G	Edges of plinth	5	lm		
	12mm thick cement sand (1:3) screed, steel trowelled as described in; -				
H	Concrete or blockwork base to walls; internal	12	sm		
	Granite top				
J	18mm thick approved granite fixed to worktop with and including approved adhesive	5	sm		
K	Extra; 100mm wide grounded edges to a smooth finish	5	lm		
	Carried to collection				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	FITTINGS & FIXTURES [CONT'D]				
	In wrought Mahogany				
A	50 x 50mm door frame; plugged	13	lm		
B	25 x 25mm rounded quadrant.	13	lm		
	In mahogany veneered blockboards				
C	18mm thick flap door size 600 x 1200mm high, lipped on all sides in hardwood	4	No.		
D	Ditto; 600mm wide shelves	9	SM		
	Ironmongery				
E	Marpler hinges	8	No.		
F	100mm 'D' Pull handle	4	No.		
G	100mm Alluminium flush bolt	4	No.		
	Painting and decorations				
	Prepare and apply one undercoat and three coats of first quality plastic emulsion paint to: -				
H	Plastered surfaces; internal	12	sm		
	Knot, prime and stop, prepare and apply three coats of polyurethane clear varnish on: -				
J	Frames; 100 to 200mm girth	26	lm		
	-END OF VANITY WORK TOPS -				
	DUCTS OPENINGS				
	In mahogany veneered MDF boards				
K	18mm thick flap double door overall size 600 x 2400mm high, lipped on all sides in hardwood complete with 50 x 25mm cypress frames and framings	6	No.		
	Carried to collection				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	FITTINGS & FIXTURES [CONT'D]				
	Ironmongery Marpler				
A	hinges 200mm 'D' Pull	48	No.		
B	handle	12	No.		
C	100mm Alluminium flush bolt	6	No.		
	-END OF DUCT OPENINGS-				
	Carried to collection				
	COLLECTION				
	Brought forward from page 178				
	Brought forward from page 179				
	Brought forward from ABOVE				
	TOTAL FITTINGS & FIXTURES CARRIED TO SUMMARY				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	SUBSTRUCTURES & BASEMENT				
	BUILDER'S WORK SUMMARY				
ELEMENT NO.	**DESCRIPTION**		**PAGE**		**AMOUNT K.SH**
1	SUBSTRUCTURES		166		
2	REINFORCED CONCRETE SUPERSTRUCTURES		168		
3	WALLING		169		
4	DOORS		172		
5	FINISHES		177		
6	FITTINGS & FIXTURES		180		
	TOTAL FOR SUBSTRUCTURES & BASEMENT CARRIED TO BUILDER'S WORK SUMMARY				

BILL NO. 3.3
GROUND FLOOR

Item	Description	Q'ty	Unit	Rate	Amount KSh
	PROPOSED CONSTRUCTION OF LIBRARY AT KAIMOSI FRIENDS UNIVERSITY COLLEGE				
	GROUND FLOOR (UP TO FIRST FLOOR SLAB)				
	ELEMENT NO. 1				
	REINFORCED CONCRETE SUPERSTRUCTURE FRAME				
	Insitu reinforced concrete: grade 25/20 : vibrated in:-				
A	Beams	147	CM		
B	Columns	62	CM		
C	Steps, staircases or strings	16	CM		
D	250 mm thick lift shaft walls	63	SM		
E	175mm suspended slabs	1,200	SM		
F	175mm landings	16	SM		
G	175mm thick ramp to slope not exceeding 15 degrees	82	SM		
	High yield deformed steel bar reinforcement to BS 4461 including bends, hooks, tying wire and distance blocks				
H	25 mm diameter	9,826	KG		
J	20 mm diameter	8,188	KG		
K	16 mm diameter	8,188	KG		
L	12 mm diameter	29,478	KG		
M	10 mm diameter	3,275	KG		
N	8 mm diameter	6,551	KG		
	Precast concrete grade 20(12mm aggregate) including formwork, finishing fair on all exposed surfaces and hoisting and placing in position, bedding, jointing and pointing in cement and sand (1:3) mortar				
P	200 x 200 mm lintel : reinforced with 4 No. 12 mm diameter mild steel bars	100	LM		
Q	400 x 100 mm sunbreakers including hanging on RC beams/columns; all to detail	680	LM		
	Carried to collection				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	Sawn formwork: to				
A	Sides and soffits of beams	735	SM		
B	Sides of Columns	330	SM		
C	Sides of Columns: circular	220	SM		
D	Sides of lift shaft walls	126	SM		
E	Boxing in formwork to form lift door opening ; 200mm thick walls	4	SM		
F	Soffits of suspended slabs	1,350	SM		
J	Soffits of landings	8	SM		
K	Sloping Soffits of ramp	82	SM		
L	Sloping Soffits of staircases	20	SM		
M	Edges of risers 75 - 150mm high	124	LM		
N	Edges of landing 150 - 225mm high	24	LM		
P	Open or closed edge of string of 370 mm wide (extreme) including cutting to profile of treads and risers	40	LM		
Q	Edges of suspended slab 150- 225mm high	189	LM		
	Flexcell expansion joint.				
S	Form 12mm wide expansion joint in masonry or concrete work	20	SM		
T	12mm Thick "flexcell" or other equal and approved expansion joint filler	20	SM		
U	25mm Thick "mastic" or other equal and approved sealer	20	LM		
	Carried to collection				
	COLLECTION Brought forward from page 182 Brought forward from ABOVE				
	TOTAL REINFORCED CONCRETE FRAME CARRIED TO SUMMARY				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	ELEMENT NO. 2				
	Hessian based bituminous felt damp proof course laid on cement and sand (1:4) mortar under:-				
A	200mm wide; B.S. 743 Type A bitumen hessian base 150 mm laps (make allowance for laps); horizontal, 1 no. layer, bedded in cement sand (1:3) mortar	263	lm		
B	150mm thick; Ditto	31	lm		
C	100mm thick; Ditto	42	lm		
	EXTERNAL WALLING				
	Approved local stone; squared ; smooth chisel dressed ; bedding, jointing in cement and sand mortar (1:4);including reinforcing with hoop iron in every alternative course				
D	Walls 200 mm thick	401	SM		
E	Extra over horizontal and vertical pointing in 10mm thick rod in cement and sand (1:3) mortar; one coat of bituminous paint.	401	sm		
	INTERNAL WALLING				
	Solid concrete blocks: in cement and sand(1:3) mortar: 7.0 N/mm2 minimum compressive strength to B.S. 5390 ncluding reinforcing with hoop iron in every alternative course				
F	Walls 200 mm thick	375	SM		
G	Walls 150 mm thick	122	SM		
H	Walls 100mm thick	164	SM		
	Carried to collection				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	DEMOUNTABLE PARTITIONS				
	The following in heavy duty powder coated aluminium framing in 100 x 50 x 2mm Thick at 1200mm centres both ways of approved colour and beadings to BS 10 BS15:-				
A	100mm Thick composite glazed partitions comprising 100x50x2mm thick frames; infilled with 8mm thick laminated clear sheet glass; complete with aluminium glazing beads and rubber gaskets; silicon filling; all assembled and fixed together as free-standing partition; complete with "llumar film" all to Architects details	433	SM		
	CURTAIN WALLING				
	The following in heavy duty powder coated aluminium framing in 100 x 50 x 3mm Thick and accessories at 1000mm centres both ways; to concrete or blockwork surfaces with metal brackets plugs and screws of approved colour and beadings to BS 10 BS15:; 8mm thick bronze tinted laminated sheet glass fixed to aluminium frames with and including metal clips; ironmongery and jointed all round in mastic to Architect's detail and approval:-				
B	5700 x 4500mm high curtain walling; 2No. tophung openable windows size 1000 x 1000mm high complete with rubber gaskets; silicon filling; all to Architects details	1	NO		
C	4650 x 4500mm high; Ditto	2	NO		
D	3750 x 4500mm high; Ditto	1	NO		
E	3000 x 4500mm high; Ditto	3	NO		
F	2500 x 4500mm high; Ditto	11	NO		
	Carried to collection				
	COLLECTION				
	Brought forward from page 184				
	Brought forward from ABOVE				
	TOTAL WALLING CARRIED TO SUMMARY				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	ELEMENT NO. 3				
	DOORS				
	Wrot Hardwood framed frames and framings				
A	200 x 50 mm; 2 No. labours; plugged door frame	112	lm		
B	150 x 50mm ditto	85	lm		
C	40 x 35 mm moulded architrave	197	lm		
D	25 x 25mm moulded quadrants	197	lm		
E	15 x 15mm glazing bead	20	lm		
	MDF door				
	42 mm thick post formed MDF door comprising 18mm thick 'Trance Marple' panel sandwiched in 12mm thick 'Honduras' panel both sides cut to pattern with view pane to Architect's detail, stained and polished to approval.				
F	Double swing door size 1800 x 2100 mm high with 1No. 1500 x 300mm fanlight infilled with glass (m/s) and approved beading all round	3	No		
G	Single swing door size 900 x 2100 mm high, ditto	0	No		
	45mm Thick solid core flush doors to B.S 459: part 2 veneered both sides with internal quality plywood and lipped on all edges in approved hardwood				
H	Single swing door size 1140 x 2060 mm high	2	No.		
J	Single swing door size 840 x 2060 mm high with 1No. 900 x 1000mm fanlight infilled with glass (m/s) and approved beading all round	9	No.		
K	Single swing door size 840 x 2060 mm high; semi-solid	11	No.		
	Carried to collection				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	DOORS CONT'D				
	Aluminium framed glass door				
	Aluminium standard section framed doors and accessories: powder coated to Architect's approval ; 8mm thick laminated clear glass infill to panels in 100 x 50mm aluminium edge plates: glazing beads bedded in mastic : to concrete or blockwall surfaces with screws plugged : bedded and pointed all round in mastic complete with all neccesary ironmongery and accessories.				
A	1800 x 2100 mm high sliding door	6	No.		
B	Double swing door size 1800 x 2100mm high infilled with glass (m/s) and approved beading all round	6	No.		
C	Single swing door size 840 x 2060 mm high; ditto	5	No.		
	Iron mongery				
	Supply and fix the following ironmongery from 'ASSA ABLOY' or other equal & approved manufacturer including all furniture and matching screws.				
	To softwood, hardwood or the like fixing with screws				
D	100x76x3mm Stainless steel hinges	42	PRS		
E	Stainless steel pull handle back fix	12	NO		
F	Euro key & turn cylinder 70mm Satin Nickel	3	NO		
G	Three lever mortice lock complete with set lever aluminium handle furniture	0	No.		
H	Two lever mortice lock complete with set lever aluminium handle furniture	9	No.		
J	Disabled lockset	2	NO		
K	Flush Bolt satin nickle 8" - 200 mm	3	NO		
L	Indicator bolt vacant/engaged	11	NO		
M	Rubber door stop complete with 38 mm rawl bolt	17	NO		
	Carried to collection				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	DOORS CONT'D				
A	Door closer with cover power 4 - Silver	17	NO		
B	Coat & hat hook - rubber tipped: ref. CH-39 SS	11	NO		
C	Stainless steel kicking plate sized to order	3	NO		
D	Stainless steel male/female/disabled sign-circular	4	NO		
	Glazing				
E	5mm Thick clear sheet glass panes to timber fan lights	5	sm		
	Painting and Decorations				
	On wood				
	Aluminium primer or other equal and approved wood primer before fixing: -				
F	Backs of frame, board, etc over 100mm but not exceeding 200mm girth	197	lm		
	Prepare and apply three coats of premium quality clear varnish to:-				
G	General surfaces of timber doors over 300mm girth; external	0	sm		
H	Frames; over 100mm but not exceeding 200mm girth; internal	197	lm		
J	Frames not exceeding 100mm girth; internal	394	lm		
	Knot, prime and stop; prepare and apply one undercoat and two coats of gloss oil paint				
K	General surfaces of timber doors over 300mm girth; external	95	sm		
	Carried to collection				
	COLLECTION				
	Brought forward from page 186				
	Brought forward from page 187				
	Brought forward from ABOVE				
	TOTAL FOR DOORS CARRIED TO SUMMARY				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	ELEMENT NO. 4				
	WINDOWS				
	PURPOSE - MADE UNITS				
	Supply and fix the following composite extruded coloured powder coated aluminium framed windows; standard hollow or angle sections; frames mitred at corners including reinforcing cleats, glazing beads, sealing strips; glazing beads bedded in mastic : including 6mm thick bronze tinted glass glazing: to concrete or blockwork surfaces with plugs and screws : and all necessary ironmongery and accessories and jointed all round in mastic to Architect's detail and approval				
	Fixing with aluminium screws; plugging or fixing to aluminium background, sealing with mastic, oiling and adjusting on completion				
A	Overall size 5700 x 2000mm high complete with 5No. Tophung openable light size 1000 x 1000mm high	1	NO		
B	Overall size 4000 x 2000mm high; ditto	1	NO		
C	Overall size 2500 x 2000mm high; ditto	1	NO		
	Bull-nosed burnt clay, finishing fair on all exposed surfaces and hoisting and placing in position, bedding, jointing and pointing in pigmented cement and sand (1:3) mortar				
D	150 x 25mm thick clay window sill	12	lm		
	TOTAL FOR WINDOWS CARRIED TO SUMMARY				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	ELEMENT NO. 5				
	FINISHES				
	FLOOR FINISHES				
	Beds and backings				
	Screed; cement and sand 1:4 with approved integral dust proofing additive wood floated.				
A	30mm thick one coat backings; wood floated to receive granito floor tiles (m/s) to concrete or blockwork base; to floors level	1,282	SM		
B	32mm to receive ceramic tiles; ditto	68	SM		
C	20mm to receive concrete tiles; ditto	320	SM		
	Tile, Slab or Block Finishings				
	Matt granito floor tiles (Ref: as Tile & Carpet Ltd. or equal and approved) laid to approved pattern onto cement sand backing mix 1:3 (m/s) or in approved adhesive and pointed with matching cement or approved tile grout to Architect's satisfaction.				
D	450 x 450 x 10mm thick; butt joints both ways; to cement sand base (m/s); to floors level; internal	1,282	sm		
E	Skirtings; 100mm wide with rounded junction with wall finish and coved junction with floor finish	360	lm		
	Approved non slip ceramic floor tiles; local; coloured floor tiles to regular or approved other pattern; bedding and jointing in cement sand (1:4) mortar, grouting with white cement				
F	400 x 400 x 8mm thick; butt joints both ways; to cement sand base (m/s); to floors level; internal	68	sm		
G	Skirtings; 100mm wide with rounded junction with wall finish and coved junction with floor finish	145	lm		
	Carried to collection				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	FINISHES CONT'D				
	Concrete tiles (Ref: as Kenya Builders Ltd. or equal and approved) laid to approved pattern onto cement sand backing mix 1:3 (m/s) or in approved adhesive and pointed with matching cement or approved tile grout to Architect's satisfaction.				
A	400 x 400 x 20mm thick; butt joints both ways; to cement sand base (m/s); to floors level; external	320	sm		
B	Skirtings; 100mm wide with rounded junction with wall finish and coved junction with floor finish	399	lm		
	Wall finishes				
	Insitu finishes				
	Render; 15mm thick, 1 No. coatwork of cement and sand (1:3); wood floated to concrete or blockwork base generally to: -				
C	Beams and columns; external	375	sm		
	Plaster; 15mm thick, 2 No. coatwork, 12mm first coat of cement sand (1:3); 3mm second coat of cement and lime putty (1:9); steel trowelled to concrete or blockwork base generally to: -				
D	Walls, beams and columns; internal	2,274	sm		
	Tile, Slab or Block Finishings				
	Approved ceramic tiles to B.S. 1281; local; coloured glazed wall tiles to regular or approved other pattern; bedding and jointing in cement sand (1:4) mortar, grouting with white cement				
E	300 x 600 x 6mm thick; butt joints straight both ways; to cement sand base (m/s) to walls internal	653	sm		
F	Plastic edging (provisional)	453	lm		
	Approved facing bricks as "Clayworks Limited" or equal and approved; to regular or approved other pattern; bedding and jointing in cement sand (1:4) mortar, grouting with white cement				
G	200 x 100 x 50mm thick; butt joints straight both ways; to cement sand base (m/s) to walls or concrete works; external	375	sm		
	Carried to collection				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	FINISHES CONT'D				
	Beds or Backings				
	Render; cement and sand (1:3)				
A	14mm thick one coat backings; wood floated to receive ceramic tiles (m/s) to concrete or blockwork base; to walls internal	653	sm		
B	14mm thick one coat backings; wood floated to receive facing bricks (m/s) to concrete or blockwork base; to walls internal	453	sm		
	Painting and Decorations				
	On steel trowelled plastered surfaces				
	Prepare and apply one undercoat and three coats of first quality silk vinyl paint to the following surfaces				
C	Walls, beams and columns; internal	2,274	sm		
	Textured wall paint				
	Prepare and apply exterior quality textured wall paint as CROWN PAINTS "ROUGH & TOUGH" or equal approved: to manufacturers specifications: colours and patterns as specified by the Architect on rendering (measured separately)				
D	To rendered surfaces; external	375	SM		
	RAMP				
	Tile, Slab or Block Finishings				
	Matt granito floor tiles (Ref: as Tile & Carpet Ltd. or equal and approved) laid to approved pattern onto cement sand backing mix 1:3 (m/s) or in approved adhesive and pointed with matching cement or approved tile grout to Architect's satisfaction.				
E	600 x 600 x 10mm thick; butt joints both ways; to cement sand base (m/s); Ramp to slope not exceeding 15 degrees	82	sm		
F	Ditto; edges ramp girth not exceeding 300mm	48	lm		
	Carried to collection				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	FINISHES CONT'D				
	Beds and backings				
A	30mm thick one coat backings; wood floated to receive terrazzo (m/s) to concrete or blockwork base; to floors level.	82	sm		
	STAIRCASE				
	Tile, Slab or Block Finishings				
	Matt granito floor tiles (Ref: as Tile & Carpet Ltd. or equal and approved) laid to approved pattern onto cement sand backing mix 1:3 (m/s) or in approved adhesive and pointed with matching cement or approved tile grout to Architect's satisfaction.				
B	Quarter space or half space landing;	8	sm		
C	Treads; 300mm wide	124	lm		
D	Risers; 150mm wide	124	lm		
E	Skirtings; 100mm wide with rounded junction with wall finish and coved junction with floor finish	64	lm		
F	Open strings and closed strings; 370mm extreme width ditto.	40	lm		
	METAL WORK				
	PURPOSE MADE UNITS				
	Balustrades				
G	1000 mm long, 40mm diameter x 3mm thick CHS steel rods, fanged at one end built into concrete, other end welded and ground smooth	188	No.		
	Bottom and Intermediate rails				
H	25 x 25 x 2mm SHS frame	448	lm		
	Handrail				
J	50mm diameter x 2mm thick CHS moulded handrail welded to balustrades and ground smooth	112	lm		
	Carried to collection				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	FINISHES CONT'D				
	Painting and Decorations				
	To metal surfaces				
	One coat etching primer; one undercoat; two coats super gloss oil paint to "Crown Paints" or other equal and approved				
A	Small pipes	448	lm		
B	Frames; 100 to 200mm girth	300	lm		
	Ceiling finishes				
	12mm (minimum) two-coat plaster; 9mm first coat of cement sand (1:6), 3mm second coat of cement and lime putty (1:10); steel trowelled to: -				
C	Concrete soffits	68	sm		
D	Ditto to sloping soffits of staircase.	20	sm		
E	Ditto to soffits of landing	8	sm		
F	Ditto to soffits of ramp	82	sm		
	Accoustic suspended accoustic ceiling as Armstrong TEGULAR DUNE on white 24mm wide lat-in grids as Trulok F24 Armstrong complete with white perimeter and curved trim; wall angles as necessary including 12mm diameter hangers and wires as per the Manufacturer's Specifications fixed to specified heights to the Architect's approval				
J	600 x 600 x 12mm Armstrong or other equal and approved mineral fibre acoustic ceiling lining tiles fixed to aluminium carriers gridwork and suspended with steel wires.	897	SM		
	Suspended moulded gypsum plasterboard ceiling				
K	12mm 'Rhino' gypsum plasterboard ceiling (flat) or equal and approved taped and edged with approved scrim joint filler, fixed at specified centres to and including metal grid system complete with steel hangers to Architect's approval with and including approved screws; including all cutting and trimming to light fittings. Ceiling heights as per Architectural sections.	385	SM		
	Carried to collection				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	FINISHES CONT'D				
	Painting and Decorations				
	On steel trowelled plastered surfaces				
	Prepare and apply one undercoat and three coats of first quality emulsion paint to the following surfaces				
A	Concrete soffits	68	sm		
B	Ditto to sloping soffits of staircase.	20	sm		
C	Ditto to soffits of landing	8	sm		
D	Ditto to soffits of ramp	82	sm		
	Painting and Decorations				
	Prepare and apply one undercoat and three coats of first quality emulsion paint to the following surfaces				
E	Gypsum boards	385	sm		
	Carried to collection				
	COLLECTION				
	Brought forward from page 190				
	Brought forward from page 191				
	Brought forward from page 192				
	Brought forward from page 193				
	Brought forward from page 194				
	Brought forward from ABOVE				
	TOTAL FINISHES CARRIED TO SUMMARY				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	ELEMENT NO. 6				
	FITTINGS & FIXTURES [PROVISIONAL]				
	RECEPTION DESK				
	Blockwork				
A	100 mm thick reinforced with hoop iron at alternate courses approved local natural stone walling; chisel dressed both sides; bedding, jointing and pointing in cement sand (1:3) mortar	31	sm		
	Plain concrete class 20/20 as described in: -				
B	100mm thick plinth	27	sm		
C	100mm thick suspended worktop	27	sm		
	Fabric; B.S. 4483				
D	Reference A142 mesh 200 x 200 mm , weight 2.22 kgs per square meter (measured net - no allowance made for laps(inclunding bends, tying wire and distance blocks	27	sm		
	Sawn formwork to insitu concrete as described:-				
E	To soffits of suspended worktop	27	sm		
F	Edges of suspended worktop, 75 to 150mm wide	30	lm		
G	Edges of plinth	30	lm		
	12mm thick cement sand (1:3) screed, steel trowelled as described in; -				
H	Concrete or blockwork base to walls; internal	62	sm		
	Granite top				
J	18mm thick approved granite fixed to worktop with and including approved adhesive	27	sm		
K	Extra; 100mm wide grounded edges to a smooth finish	60	lm		
	Carried to collection				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	FITTINGS & FIXTURES CONT'D				
	In wrought Mahogany				
A	50 x 50mm door frame; plugged	75	lm		
B	25 x 25mm rounded quadrant.	75	lm		
	In mahogany veneered MDF boards				
C	18mm thick flap door size 600 x 1200mm high, lipped on all sides in hardwood	25	No.		
D	Ditto; 600mm wide shelves	54	SM		
	Ironmongery				
E	Marpler hinges	50	No.		
F	100mm 'D' Pull handle	25	No.		
G	100mm Alluminium flush bolt	25	No.		
	Painting and decorations				
	Prepare and apply one undercoat and three coats of first quality plastic emulsion paint to: -				
H	Plastered surfaces; internal	62	sm		
	Knot, prime and stop, prepare and apply three coats of polyurethane clear varnish on: -				
J	Frames; 100 to 200mm girth	150	lm		
	-END OF RECEPTION DESK -				
	VANITY WORKTOPS				
	Blockwork				
K	100 mm thick reinforced with hoop iron at alternate courses approved local natural stone walling; chisel dressed both sides; bedding, jointing and pointing in cement sand (1:3) mortar	11	sm		
	Carried to collection				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	FITTINGS & FIXTURES CONT'D				
	Plain concrete class 20/20 as described in: -				
A	100mm thick plinth	9	sm		
B	100mm thick suspended worktop	9	sm		
	Fabric; B.S. 4483				
C	Reference A142 mesh 200 x 200 mm , weight 2.22 kgs per square meter (measured net - no allowance made for laps(inclunding bends, tying wire and distance blocks	9	sm		
	Sawn formwork to insitu concrete as described:-				
D	To soffits of suspended worktop	9	sm		
E	Edges of suspended worktop, 75 to 150mm wide	10	lm		
F	Edges of plinth	10	lm		
	12mm thick cement sand (1:3) screed, steel trowelled as described in; -				
G	Concrete or blockwork base to walls; internal	22	sm		
	Granite top				
H	18mm thick approved granite fixed to worktop with and including approved adhesive	9	sm		
J	Extra; 100mm wide grounded edges to a smooth finish	10	lm		
	In wrought Mahogany				
K	50 x 50mm door frame; plugged	25	lm		
L	25 x 25mm rounded quadrant.	25	lm		
	In mahogany veneered MDF boards				
M	18mm thick flap door size 600 x 1200mm high, lipped on all sides in hardwood	8	No.		
N	Ditto; 600mm wide shelves	18	SM		
	Carried to collection				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	FITTINGS & FIXTURES CONT'D				
	Ironmongery Marpler				
A	hinges 100mm 'D' Pull	17	No.		
B	handle	8	No.		
C	100mm Alluminium flush bolt	8	No.		
	Painting and decorations				
	Prepare and apply one undercoat and three coats of first quality plastic emulsion paint to: -				
D	Plastered surfaces; internal	22	sm		
	Knot, prime and stop, prepare and apply three coats of polyurethane clear varnish on: -				
E	Frames; 100 to 200mm girth	50	lm		
	-END OF VANITY WORK TOPS -				
	KITCHEN WORKTOPS				
	Blockwork				
F	100 mm thick reinforced with hoop iron at alternate courses approved local natural stone walling; chisel dressed both sides; bedding, jointing and pointing in cement sand (1:3) mortar	19	sm		
	Plain concrete class 20/20 as described in: -				
G	100mm thick plinth	16	sm		
H	100mm thick suspended worktop	16	sm		
	Fabric; B.S. 4483				
J	Reference A142 mesh 200 x 200 mm , weight 2.22 kgs per square meter (measured net - no allowance made for laps(inclunding bends, tying wire and distance blocks	16	sm		
	Carried to collection				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	FITTINGS & FIXTURES CONT'D				
	Sawn formwork to insitu concrete as described:-				
A	To soffits of suspended worktop	16	sm		
B	Edges of suspended worktop, 75 to 150mm wide	18	lm		
C	Edges of plinth	18	lm		
	12mm thick cement sand (1:3) screed, steel trowelled as described in; -				
D	Concrete or blockwork base to walls; internal	38	sm		
	Granite top				
E	18mm thick approved granite fixed to worktop with and including approved adhesive	16	sm		
F	Extra; 100mm wide grounded edges to a smooth finish	18	lm		
	In wrought Mahogany				
G	50 x 50mm door frame; plugged	45	lm		
H	25 x 25mm rounded quadrant.	45	lm		
	In mahogany veneered MDF boards				
J	18mm thick flap door size 600 x 1200mm high, lipped on all sides in hardwood	15	No.		
K	Ditto; 600mm wide shelves	32	SM		
	Ironmongery				
L	Marpler hinges	30	No.		
M	100mm 'D' Pull handle	15	No.		
N	100mm Alluminium flush bolt	15	No.		
	Painting and decorations				
	Carried to collection				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	FITTINGS & FIXTURES CONT'D				
	Prepare and apply one undercoat and three coats of first quality plastic emulsion paint to: -				
A	Plastered surfaces; internal	38	sm		
	Knot, prime and stop, prepare and apply three coats of polyurethane clear varnish on: -				
B	Frames; 100 to 200mm girth	90	lm		
	-END OF KITCHEN WORK TOPS -				
	HIGH LEVEL KITCHEN SHELVES				
	In mahogany veneered MDF boards				
C	18mm thick flap door size 600 x 1200mm high, lipped on all sides in hardwood complete with 50 x 25mm cypress frames and framings	15	No.		
D	Ditto; 600mm wide shelves	32	SM		
	Ironmongery				
E	Marpler hinges	30	No.		
F	100mm 'D' Pull handle	15	No.		
G	100mm Alluminium flush bolt	15	No.		
	-END OF KITCHEN HIGH LEVEL SHELVES -				
	LUGGAGE SHELVES				
	In mahogany veneered MDF boards				
H	18mm thick MDF board partitions at 400mm centres bothways; 2400mm high complete with 50 x 25mm cypress frames and framings	203	SM		
	-END OF LUGGAGE SHELVES -				
	Carried to collection				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	FITTINGS & FIXTURES CONT'D **DUCTS OPENINGS**				
	In mahogany veneered MDF boards				
A	18mm thick flap double door overall size 600 x 2400mm high, lipped on all sides in hardwood complete with 50 x 25mm cypress frames and framings	7	No.		
	Ironmongery Marpler				
B	hinges 200mm 'D' Pull	56	No.		
C	handle	14	No.		
D	100mm Alluminium flush bolt	7	No.		
	-END OF DUCT OPENINGS-				
	Carried to collection				
	COLLECTION				
	Brought forward from page 196				
	Brought forward from page 197				
	Brought forward from page 198				
	Brought forward from page 199				
	Brought forward from page 200				
	Brought forward from page 201				
	Brought forward from ABOVE				
	TOTAL FITTINGS & FIXTURES CARRIED TO SUMMARY				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	GROUND FLOOR				
	BUILDER'S WORK SUMMARY				
ELEMENT NO.	**DESCRIPTION**		**PAGE**		**AMOUNT K.SH**
1	REINFORCED CONCRETE SUPERSTRUCTURES		183		
2	WALLING		185		
3	DOORS		188		
4	WINDOWS		189		
5	FINISHES		195		
6	FITTINGS & FIXTURES		202		
	TOTAL FOR GROUND FLOOR CARRIED TO BUILDER'S WORK SUMMARY				

BILL NO. 3.4
FIRST - THIRD FLOOR

Item	Description	Q'ty	Unit	Rate	Amount KSh
	PROPOSED CONSTRUCTION OF LIBRARY AT KAIMOSI FRIENDS UNIVERSITY COLLEGE				
	FIRST - THIRD FLOOR				
	ELEMENT NO. 1				
	REINFORCED CONCRETE SUPERSTRUCTURE FRAME				
	Insitu reinforced concrete: grade 25/20 : vibrated in:-				
A	Beams	147	CM		
B	Columns	62	CM		
C	Steps, staircases or strings	16	CM		
D	250 mm thick lift shaft walls	63	SM		
E	175mm suspended slabs	1,280	SM		
F	175mm landings	16	SM		
G	175mm thick ramp to slope not exceeding 15 degrees	82	SM		
	High yield deformed steel bar reinforcement to BS 4461 including bends, hooks, tying wire and distance blocks				
H	25 mm diameter	10,120	KG		
J	20 mm diameter	8,433	KG		
K	16 mm diameter	8,433	KG		
L	12 mm diameter	30,360	KG		
M	10 mm diameter	3,373	KG		
N	8 mm diameter	6,747	KG		
	Precast concrete grade 20(12mm aggregate) including formwork, finishing fair on all exposed surfaces and hoisting and placing in position, bedding, jointing and pointing in cement and sand (1:3) mortar				
P	200 x 200 mm lintel : reinforced with 4 No. 12 mm diameter mild steel bars	100	LM		
Q	400 x 100 mm sunbreakers including hanging on RC beams/columns; all to detail	680	LM		
	Carried to collection				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	Sawn formwork: to				
A	Sides and soffits of beams	735	SM		
B	Sides of Columns	330	SM		
C	Sides of Columns: circular	220	SM		
D	Sides of lift shaft walls	126	SM		
E	Boxing in formwork to form lift door opening ; 200mm thick walls	4	SM		
F	Soffits of suspended slabs	1,350	SM		
J	Soffits of landings	8	SM		
K	Sloping Soffits of ramp	82	SM		
L	Sloping Soffits of staircases	20	SM		
M	Edges of risers 75 - 150mm high	124	LM		
N	Edges of landing 150 - 225mm high	24	LM		
P	Open or closed edge of string of 370 mm wide (extreme) including cutting to profile of treads and risers	40	LM		
Q	Edges of suspended slab 150- 225mm high	189	LM		
	Flexcell expansion joint.				
S	Form 12mm wide expansion joint in masonry or concrete work	20	SM		
T	12mm Thick "flexcell" or other equal and approved expansion joint filler	20	SM		
U	25mm Thick "mastic" or other equal and approved sealer	20	LM		
	Carried to collection				
	COLLECTION Brought forward from page 204 Brought forward from ABOVE				
	TOTAL REINFORCED CONCRETE FRAME CARRIED TO SUMMARY				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	ELEMENT NO. 2				
	EXTERNAL WALLING				
	Approved local stone; squared ; smooth chisel dressed ; bedding, jointing in cement and sand mortar (1:4);including reinforcing with hoop iron in every alternative course				
A	Walls 200 mm thick	401	SM		
B	Extra over horizontal and vertical pointing in 10mm thick rod in cement and sand (1:3) mortar; one coat of bituminous paint.	401	sm		
	INTERNAL WALLING				
	Solid concrete blocks: in cement and sand(1:3) mortar: 7.0 N/mm2 minimum compressive strength to B.S. 5390 ncluding reinforcing with hoop iron in every alternative course				
C	Walls 200 mm thick	375	SM		
D	Walls 150 mm thick	0	SM		
E	Walls 100mm thick	164	SM		
	DEMOUNTABLE PARTITIONS				
	The following in heavy duty powder coated aluminium framing in 100 x 50 x 2mm Thick at 1200mm centres both ways of approved colour and beadings to BS 10 BS15:-				
F	100mm Thick composite glazed partitions comprising 100x50x2mm thick frames; infilled with 8mm thick laminated clear sheet glass; complete with aluminium glazing beads and rubber gaskets; silicon filling; all assembled and fixed together as free-standing partition; complete with "llumar film" all to Architects details	96	SM		
	Carried to collection				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	CURTAIN WALLING The following in heavy duty powder coated aluminium framing in 100 x 50 x 3mm Thick and accessories at 1000mm centres both ways; to concrete or blockwork surfaces with metal brackets plugs and screws of approved colour and beadings to BS 10 BS15:; 8mm thick bronze tinted laminated sheet glass fixed to aluminium frames with and including metal clips; ironmongery and jointed all round in mastic to Architect's detail and approval:-				
A	5700 x 4500mm high curtain walling; 2No. tophung openable windows size 1000 x 1000mm high complete with rubber gaskets; silicon filling; all to Architects details	1	NO		
B	4650 x 4500mm high; Ditto	2	NO		
C	3750 x 4500mm high; Ditto	1	NO		
D	3000 x 4500mm high; Ditto	3	NO		
E	2500 x 4500mm high; Ditto	11	NO		
	Carried to collection				
	COLLECTION Brought forward from page 206 Brought forward from ABOVE				
	TOTAL WALLING CARRIED TO SUMMARY				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	ELEMENT NO. 3				
	DOORS				
	Wrot Hardwood framed frames and framings				
A	200 x 50 mm; 2 No. labours; plugged door frame	92	lm		
B	150 x 50mm ditto	85	lm		
C	40 x 35 mm moulded architrave	177	lm		
D	25 x 25mm moulded quadrants	177	lm		
E	15 x 15mm glazing bead	18	lm		
	MDF door				
	42 mm thick post formed MDF door comprising 18mm thick 'Trance Marple' panel sandwiched in 12mm thick 'Honduras' panel both sides cut to pattern with view pane to Architect's detail, stained and polished to approval.				
F	Double swing door size 1800 x 2100 mm high with 1No. 1500 x 300mm fanlight infilled with glass (m/s) and approved beading all round	2	No		
	45mm Thick solid core flush doors to B.S 459: part 2 veneered both sides with internal quality plywood and lipped on all edges in approved hardwood				
G	Single swing door size 1140 x 2060 mm high	2	No.		
H	Single swing door size 840 x 2060 mm high with 1No. 900 x 1000mm fanlight infilled with glass (m/s) and approved beading all round	8	No.		
J	Single swing door size 840 x 2060 mm high; semi-solid	11	No.		
	Carried to collection				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	DOORS CONT'D				
	Aluminium framed glass door				
	Aluminium standard section framed doors and accessories: powder coated to Architect's approval ; 8mm thick laminated clear glass infill to panels in 100 x 50mm aluminium edge plates: glazing beads bedded in mastic : to concrete or blockwall surfaces with screws plugged : bedded and pointed all round in mastic complete with all neccesary ironmongery and accessories.				
A	Double swing door size 1800 x 2100mm high infilled with glass (m/s) and approved beading all round	4	No.		
	Iron mongery				
	Supply and fix the following ironmongery from 'ASSA ABLOY' or other equal & approved manufacturer including all furniture and matching screws.				
	To softwood, hardwood or the like fixing with screws				
B	100x76x3mm Stainless steel hinges	38	PRS		
C	Stainless steel pull handle back fix	8	NO		
D	Euro key & turn cylinder 70mm Satin Nickel	2	NO		
E	Three lever mortice lock complete with set lever aluminium handle furniture	0	No.		
F	Two lever mortice lock complete with set lever aluminium handle furniture	8	No.		
G	Disabled lockset	2	NO		
H	Flush Bolt satin nickle 8" - 200 mm	2	NO		
J	Indicator bolt vacant/engaged	11	NO		
K	Rubber door stop complete with 38 mm rawl bolt	14	NO		
	Carried to collection				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	DOORS CONT'D				
A	Door closer with cover power 4 - Silver	4	NO		
B	Coat & hat hook - rubber tipped: ref. CH-39 SS	11	NO		
C	Stainless steel kicking plate sized to order	2	NO		
D	Stainless steel male/female/disabled sign-circular	4	NO		
	Glazing				
E	5mm Thick clear sheet glass panes to timber fan lights	3	sm		
	Painting and Decorations				
	On wood				
	Aluminium primer or other equal and approved wood primer before fixing: -				
F	Backs of frame, board, etc over 100mm but not exceeding 200mm girth	177	lm		
	Prepare and apply three coats of premium quality clear varnish to:-				
G	General surfaces of timber doors over 300mm girth; external	0	sm		
H	Frames; over 100mm but not exceeding 200mm girth; internal	177	lm		
J	Frames not exceeding 100mm girth; internal	354	lm		
	Knot, prime and stop; prepare and apply one undercoat and two coats of gloss oil paint				
K	General surfaces of timber doors over 300mm girth; external	91	sm		
	Carried to collection				
	COLLECTION				
	Brought forward from page 208				
	Brought forward from page 209				
	Brought forward from ABOVE				
	TOTAL FOR DOORS CARRIED TO SUMMARY				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	ELEMENT NO. 4				
	WINDOWS				
	PURPOSE - MADE UNITS				
	Supply and fix the following composite extruded coloured powder coated aluminium framed windows; standard hollow or angle sections; frames mitred at corners including reinforcing cleats, glazing beads, sealing strips; glazing beads bedded in mastic : including 6mm thick bronze tinted glass glazing: to concrete or blockwork surfaces with plugs and screws : and all necessary ironmongery and accessories and jointed all round in mastic to Architect's detail and approval				
	Fixing with aluminium screws; plugging or fixing to aluminium background, sealing with mastic, oiling and adjusting on completion				
A	Overall size 5700 x 2000mm high complete with 5No. Tophung openable light size 1000 x 1000mm high	1	NO		
B	Overall size 4000 x 2000mm high; ditto	1	NO		
C	Overall size 2500 x 2000mm high; ditto	1	NO		
	Bull-nosed burnt clay, finishing fair on all exposed surfaces and hoisting and placing in position, bedding, jointing and pointing in pigmented cement and sand (1:3) mortar				
D	150 x 25mm thick clay window sill	12	lm		
	TOTAL FOR WINDOWS CARRIED TO SUMMARY				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	ELEMENT NO. 5				
	FINISHES				
	FLOOR FINISHES				
	Beds and backings				
	Screed; cement and sand 1:4 with approved integral dust proofing additive wood floated.				
A	30mm thick one coat backings; wood floated to receive granito floor tiles (m/s) to concrete or blockwork base; to floors level	1,282	SM		
B	32mm to receive ceramic tiles; ditto	68	SM		
	Tile, Slab or Block Finishings				
	Matt granito floor tiles (Ref: as Tile & Carpet Ltd. or equal and approved) laid to approved pattern onto cement sand backing mix 1:3 (m/s) or in approved adhesive and pointed with matching cement or approved tile grout to Architect's satisfaction.				
C	450 x 450 x 10mm thick; butt joints both ways; to cement sand base (m/s); to floors level; internal	1,282	sm		
D	Skirtings; 100mm wide with rounded junction with wall finish and coved junction with floor finish	298	lm		
	Approved non slip ceramic floor tiles; local; coloured floor tiles to regular or approved other pattern; bedding and jointing in cement sand (1:4) mortar, grouting with white cement				
E	400 x 400 x 8mm thick; butt joints both ways; to cement sand base (m/s); to floors level; internal	68	sm		
F	Skirtings; 100mm wide with rounded junction with wall finish and coved junction with floor finish	145	lm		
	Carried to collection				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	FINISHES CONT'D				
	Wall finishes				
	Insitu finishes				
	Render; 15mm thick, 1 No. coatwork of cement and sand (1:3); wood floated to concrete or blockwork base generally to: -				
A	Beams and columns; external	375	sm		
	Plaster; 15mm thick, 2 No. coatwork, 12mm first coat of cement sand (1:3); 3mm second coat of cement and lime putty (1:9); steel trowelled to concrete or blockwork base generally to: -				
B	Walls, beams and columns; internal	1,994	sm		
	Tile, Slab or Block Finishings				
	Approved ceramic tiles to B.S. 1281; local; coloured glazed wall tiles to regular or approved other pattern; bedding and jointing in cement sand (1:4) mortar, grouting with white cement				
C	300 x 600 x 6mm thick; butt joints straight both ways; to cement sand base (m/s) to walls internal	653	sm		
D	Plastic edging (provisional)	453	lm		
	Approved facing bricks as "Clayworks Limited" or equal and approved; to regular or approved other pattern; bedding and jointing in cement sand (1:4) mortar, grouting with white cement				
E	200 x 100 x 50mm thick; butt joints straight both ways; to cement sand base (m/s) to walls or concrete works; external	375	sm		
	Beds or Backings				
	Render; cement and sand (1:3)				
F	14mm thick one coat backings; wood floated to receive ceramic tiles (m/s) to concrete or blockwork base; to walls internal	653	sm		
G	14mm thick one coat backings; wood floated to receive facing bricks (m/s) to concrete or blockwork base; to walls internal	453	sm		
	Carried to collection				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	FINISHES CONT'D				
	Painting and Decorations				
	On steel trowelled plastered surfaces				
	Prepare and apply one undercoat and three coats of first quality silk vinyl paint to the following surfaces				
A	Walls, beams and columns; internal	1,994	sm		
	Textured wall paint				
	Prepare and apply exterior quality textured wall paint as CROWN PAINTS "ROUGH & TOUGH" or equal approved: to manufacturers specifications: colours and patterns as specified by the Architect on rendering (measured separately)				
B	To rendered surfaces; external	375	SM		
	RAMP				
	Tile, Slab or Block Finishings				
	Matt granito floor tiles (Ref: as Tile & Carpet Ltd. or equal and approved) laid to approved pattern onto cement sand backing mix 1:3 (m/s) or in approved adhesive and pointed with matching cement or approved tile grout to Architect's satisfaction.				
C	600 x 600 x 10mm thick; butt joints both ways; to cement sand base (m/s); Ramp to slope not exceeding 15 degrees	82	sm		
D	Ditto; edges ramp girth not exceeding 300mm	48	lm		
	Beds and backings				
E	30mm thick one coat backings; wood floated to receive terrazzo (m/s) to concrete or blockwork base; to floors level.	82	sm		
	Carried to collection				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	FINISHES CONT'D				
	STAIRCASE				
	Tile, Slab or Block Finishings				
	Matt granito floor tiles (Ref: as Tile & Carpet Ltd. or equal and approved) laid to approved pattern onto cement sand backing mix 1:3 (m/s) or in approved adhesive and pointed with matching cement or approved tile grout to Architect's satisfaction.				
A	Quarter space or half space landing;	8	sm		
B	Treads; 300mm wide	124	lm		
C	Risers; 150mm wide	124	lm		
D	Skirtings; 100mm wide with rounded junction with wall finish and coved junction with floor finish	64	lm		
E	Open strings and closed strings; 370mm extreme width ditto.	40	lm		
	METAL WORK				
	PURPOSE MADE UNITS				
	Balustrades				
F	1000 mm long, 40mm diameter x 3mm thick CHS steel rods, fanged at one end built into concrete, other end welded and ground smooth	188	No.		
	Bottom and Intermediate rails				
G	25 x 25 x 2mm SHS frame	448	lm		
	Handrail				
H	50mm diameter x 2mm thick CHS moulded handrail welded to balustrades and ground smooth	112	lm		
	Carried to collection				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	FINISHES CONT'D				
	Painting and Decorations				
	To metal surfaces				
	One coat etching primer; one undercoat; two coats super gloss oil paint to "Crown Paints" or other equal and approved				
A	Small pipes	448	lm		
B	Frames; 100 to 200mm girth	300	lm		
	Ceiling finishes				
	12mm (minimum) two-coat plaster; 9mm first coat of cement sand (1:6), 3mm second coat of cement and lime putty (1:10); steel trowelled to: -				
C	Concrete soffits	68	sm		
D	Ditto to sloping soffits of staircase.	20	sm		
E	Ditto to soffits of landing	8	sm		
F	Ditto to soffits of ramp	82	sm		
	Accoustic suspended accoustic ceiling as Armstrong TEGULAR DUNE on white 24mm wide lat-in grids as Trulok F24 Armstrong complete with white perimeter and curved trim; wall angles as necessary including 12mm diameter hangers and wires as per the Manufacturer's Specifications fixed to specified heights to the Architect's approval				
J	600 x 600 x 12mm Armstrong or other equal and approved mineral fibre acoustic ceiling lining tiles fixed to aluminium carriers gridwork and suspended with steel wires.	897	SM		
	Suspended moulded gypsum plasterboard ceiling				
K	12mm 'Rhino' gypsum plasterboard ceiling (flat) or equal and approved taped and edged with approved scrim joint filler, fixed at specified centres to and including metal grid system complete with steel hangers to Architect's approval with and including approved screws; including all cutting and trimming to light fittings. Ceiling heights as per Architectural sections.	385	SM		
	Carried to collection				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	FINISHES CONT'D				
	Painting and Decorations				
	On steel trowelled plastered surfaces				
	Prepare and apply one undercoat and three coats of first quality emulsion paint to the following surfaces				
A	Concrete soffits	68	sm		
B	Ditto to sloping soffits of staircase.	20	sm		
C	Ditto to soffits of landing	8	sm		
D	Ditto to soffits of ramp	82	sm		
	Painting and Decorations				
	Prepare and apply one undercoat and three coats of first quality emulsion paint to the following surfaces				
E	Gypsum boards	385	sm		
	Carried to collection				
	COLLECTION				
	Brought forward from page 212				
	Brought forward from page 213				
	Brought forward from page 214				
	Brought forward from page 215				
	Brought forward from page 216				
	Brought forward from ABOVE				
	TOTAL FINISHES CARRIED TO SUMMARY				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	ELEMENT NO. 6				
	FITTINGS & FIXTURES [PROVISIONAL]				
	VANITY WORKTOPS				
	Blockwork				
A	100 mm thick reinforced with hoop iron at alternate courses approved local natural stone walling; chisel dressed both sides; bedding, jointing and pointing in cement sand (1:3) mortar	11	sm		
	Plain concrete class 20/20 as described in: -				
B	100mm thick plinth	9	sm		
C	100mm thick suspended worktop	9	sm		
	Fabric; B.S. 4483				
D	Reference A142 mesh 200 x 200 mm , weight 2.22 kgs per square meter (measured net - no allowance made for laps(inclunding bends, tying wire and distance blocks	9	sm		
	Sawn formwork to insitu concrete as described:-				
E	To soffits of suspended worktop	9	sm		
F	Edges of suspended worktop, 75 to 150mm wide	10	lm		
G	Edges of plinth	10	lm		
	12mm thick cement sand (1:3) screed, steel trowelled as described in; -				
H	Concrete or blockwork base to walls; internal	22	sm		
	Granite top				
J	18mm thick approved granite fixed to worktop with and including approved adhesive	9	sm		
K	Extra; 100mm wide grounded edges to a smooth finish	20	lm		
	Carried to collection				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	FITTINGS & FIXTURES CONT'D				
	In wrought Mahogany				
A	50 x 50mm door frame; plugged	25	lm		
B	25 x 25mm rounded quadrant.	25	lm		
	In mahogany veneered MDF boards				
C	18mm thick flap door size 600 x 1200mm high, lipped on all sides in hardwood	8	No.		
D	Ditto; 600mm wide shelves	18	SM		
	Ironmongery				
E	Marpler hinges	17	No.		
F	100mm 'D' Pull handle	8	No.		
G	100mm Alluminium flush bolt	8	No.		
	Painting and decorations				
	Prepare and apply one undercoat and three coats of first quality plastic emulsion paint to: -				
H	Plastered surfaces; internal	22	sm		
	Knot, prime and stop, prepare and apply three coats of polyurethane clear varnish on: -				
J	Frames; 100 to 200mm girth	50	lm		
	-END OF VANITY WORK TOPS -				
	KITCHEN WORKTOPS				
	Blockwork				
K	100 mm thick reinforced with hoop iron at alternate courses approved local natural stone walling; chisel dressed both sides; bedding, jointing and pointing in cement sand (1:3) mortar	7	sm		
	Carried to collection				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	FITTINGS & FIXTURES CONT'D				
	Plain concrete class 20/20 as described in: -				
A	100mm thick plinth	5	sm		
B	100mm thick suspended worktop	5	sm		
	Fabric; B.S. 4483				
C	Reference A142 mesh 200 x 200 mm , weight 2.22 kgs per square meter (measured net - no allowance made for laps(inclunding bends, tying wire and distance blocks	5	sm		
	Sawn formwork to insitu concrete as described:-				
D	To soffits of suspended worktop	5	sm		
E	Edges of suspended worktop, 75 to 150mm wide	6	lm		
F	Edges of plinth	6	lm		
	12mm thick cement sand (1:3) screed, steel trowelled as described in; -				
G	Concrete or blockwork base to walls; internal	14	sm		
	Granite top				
H	18mm thick approved granite fixed to worktop with and including approved adhesive	5	sm		
J	Extra; 100mm wide grounded edges to a smooth finish	6	lm		
	In wrought Mahogany				
K	50 x 50mm door frame; plugged	15	lm		
L	25 x 25mm rounded quadrant.	15	lm		
	In mahogany veneered MDF boards				
M	18mm thick flap door size 600 x 1200mm high, lipped on all sides in hardwood	5	No.		
N	Ditto; 600mm wide shelves	11	SM		
	Carried to collection				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	FITTINGS & FIXTURES CONT'D				
	Ironmongery Marpler				
A	hinges 100mm 'D' Pull	10	No.		
B	handle	5	No.		
C	100mm Alluminium flush bolt	5	No.		
	Painting and decorations				
	Prepare and apply one undercoat and three coats of first quality plastic emulsion paint to: -				
D	Plastered surfaces; internal	14	sm		
	Knot, prime and stop, prepare and apply three coats of polyurethane clear varnish on: -				
E	Frames; 100 to 200mm girth	30	lm		
	-END OF KITCHEN WORK TOPS -				
	HIGH LEVEL KITCHEN SHELVES				
	In mahogany veneered MDF boards				
F	18mm thick flap door size 600 x 1200mm high, lipped on all sides in hardwood complete with 50 x 25mm cypress frames and framings	5	No.		
G	Ditto; 600mm wide shelves	11	SM		
	Ironmongery				
H	Marpler hinges	10	No.		
J	100mm 'D' Pull handle	5	No.		
K	100mm Alluminium flush bolt	5	No.		
	-END OF KITCHEN HIGH LEVEL SHELVES -				
	Carried to collection				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	FITTINGS & FIXTURES CONT'D				
	DUCTS OPENINGS				
	In mahogany veneered MDF boards				
A	18mm thick flap double door overall size 600 x 2400mm high, lipped on all sides in hardwood complete with 50 x 25mm cypress frames and framings	7	No.		
	Ironmongery Marpler				
B	hinges 200mm 'D' Pull	56	No.		
C	handle	14	No.		
D	100mm Alluminium flush bolt	7	No.		
	-END OF DUCT OPENINGS-				
	Carried to collection				
	COLLECTION				
	Brought forward from page 218				
	Brought forward from page 219				
	Brought forward from page 220				
	Brought forward from page 221				
	Brought forward from ABOVE				
	TOTAL FITTINGS & FIXTURES CARRIED TO SUMMARY				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	TYPICAL FLOORS (1ST - 3RD FLOOR)				
	BUILDER'S WORK SUMMARY				
ELEMENT NO.	**DESCRIPTION**		**PAGE**		**AMOUNT K.SH**
1	REINFORCED CONCRETE SUPERSTRUCTURES		205		
2	WALLING		207		
3	DOORS		210		
4	WINDOWS		211		
5	FINISHES		217		
6	FITTINGS & FIXTURES		222		
	TOTAL FOR 1NO. FLOOR				
	MULTIPLY BY 3NO. FLOORS				
	TOTAL FOR TYPICAL FLOORS CARRIED TO BUILDER'S WORK SUMMARY				

BILL NO. 3.5
FOURTH FLOOR & ROOFING

Item	Description	Q'ty	Unit	Rate	Amount KSh
	PROPOSED CONSTRUCTION OF LIBRARY AT KAIMOSI FRIENDS UNIVERSITY COLLEGE				
	4TH FLOOR & ROOFING				
	ELEMENT NO. 1				
	REINFORCED CONCRETE SUPERSTRUCTURE FRAME				
	Insitu reinforced concrete: grade 25/20 : vibrated in:-				
A	Beams	191	CM		
B	Columns	81	CM		
C	Steps, staircases or strings	16	CM		
D	250 mm thick lift shaft walls	63	SM		
E	175mm suspended roof slab	1,350	SM		
E	175mm suspended roof tank slab	321	SM		
F	175mm landings	16	SM		
G	175mm thick ramp to slope not exceeding 15 degrees	82	SM		
	High yield deformed steel bar reinforcement to BS 4461 including bends, hooks, tying wire and distance blocks				
H	25 mm diameter	12,874	KG		
J	20 mm diameter	10,728	KG		
K	16 mm diameter	10,728	KG		
L	12 mm diameter	38,621	KG		
M	10 mm diameter	4,291	KG		
N	8 mm diameter	8,582	KG		
	Precast concrete grade 20(12mm aggregate) including formwork, finishing fair on all exposed surfaces and hoisting and placing in position, bedding, jointing and pointing in cement and sand (1:3) mortar				
P	200 x 200 mm lintel : reinforced with 4 No. 12 mm diameter mild steel bars	100	LM		
Q	400 x 100 mm sunbreakers including hanging on RC beams/columns; all to detail	1,359	LM		
	Carried to collection				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	RC CONT'D				
	Waterproofing				
A	Extra over slab for waterproofing as "MASTERSEAL" or equal approved to Engineers' approval	1,671	SM		
	Sawn formwork: to				
B	Sides and soffits of beams	956	SM		
C	Sides of Columns	429	SM		
D	Sides of Columns: circular	286	SM		
E	Sides of lift shaft walls	252	SM		
F	Boxing in formwork to form lift door opening ; 200mm thick walls	8	SM		
G	Soffits of suspended slabs	1,671	SM		
H	Soffits of landings	8	SM		
J	Sloping Soffits of ramp	82	SM		
K	Sloping Soffits of staircases	20	SM		
L	Edges of risers 75 - 150mm high	124	LM		
M	Edges of landing 150 - 225mm high	24	LM		
N	Open or closed edge of string of 370 mm wide (extreme) including cutting to profile of treads and risers	40	LM		
P	Edges of suspended slab 150- 225mm high	189	LM		
	Flexcell expansion joint.				
Q	Form 12mm wide expansion joint in masonry or concrete work	20	SM		
R	12mm Thick "flexcell" or other equal and approved expansion joint filler	20	SM		
S	25mm Thick "mastic" or other equal and approved sealer	20	LM		
	Carried to collection				
	COLLECTION Brought forward from page 224 Brought forward from ABOVE				
	TOTAL REINFORCED CONCRETE FRAME CARRIED TO SUMMARY				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	ELEMENT NO. 2				
	EXTERNAL WALLING				
	Approved local stone; squared ; smooth chisel dressed ; bedding, jointing in cement and sand mortar (1:4);including reinforcing with hoop iron in every alternative course				
A	Walls 200 mm thick	401	SM		
B	Extra over horizontal and vertical pointing in 10mm thick rod in cement and sand (1:3) mortar; one coat of bituminous paint.	401	sm		
C	Parapet wall	167	SM		
	Precast concrete grade 20(12mm aggregate) including formwork, finishing fair on all exposed surfaces and hoisting and placing in position, bedding, jointing and pointing in cement and sand (1:3) mortar				
D	250 x 75mm weathered and throated precast concrete coping bedded in c/s mortar 1:3	167	LM		
	INTERNAL WALLING				
	Solid concrete blocks: in cement and sand(1:3) mortar: 7.0 N/mm2 minimum compressive strength to B.S. 5390 ncluding reinforcing with hoop iron in every alternative course				
E	Walls 200 mm thick	375	SM		
F	Walls 150 mm thick	0	SM		
G	Walls 100mm thick	164	SM		
	DEMOUNTABLE PARTITIONS				
	The following in heavy duty powder coated aluminium framing in 100 x 50 x 2mm Thick at 1200mm centres both ways of approved colour and beadings to BS 10 BS15:-				
H	100mm Thick composite glazed partitions comprising 100x50x2mm thick frames; infilled with 8mm thick laminated clear sheet glass; complete with aluminium glazing beads and rubber gaskets; silicon filling; all assembled and fixed together as free-standing partition; complete with "llumar film" all to Architects details	335	SM		
	Carried to collection				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	CURTAIN WALLING				
	The following in heavy duty powder coated aluminium framing in 100 x 50 x 3mm Thick and accessories at 1000mm centres both ways; to concrete or blockwork surfaces with metal brackets plugs and screws of approved colour and beadings to BS 10 BS15:; 8mm thick bronze tinted laminated sheet glass fixed to aluminium frames with and including metal clips; ironmongery and jointed all round in mastic to Architect's detail and approval:-				
A	5700 x 4500mm high curtain walling; 2No. tophung openable windows size 1000 x 1000mm high complete with rubber gaskets; silicon filling; all to Architects details	1	NO		
B	4650 x 4500mm high; Ditto	2	NO		
C	3750 x 4500mm high; Ditto	1	NO		
D	3000 x 4500mm high; Ditto	3	NO		
E	2500 x 4500mm high; Ditto	11	NO		
	Carried to collection				
	COLLECTION				
	Brought forward from page 226				
	Brought forward from ABOVE				
	TOTAL WALLING CARRIED TO SUMMARY				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	ELEMENT NO. 3				
	DOORS				
	Wrot Hardwood framed frames and framings				
A	200 x 50 mm; 2 No. labours; plugged door frame	113	lm		
B	150 x 50mm ditto	85	lm		
C	40 x 35 mm moulded architrave	198	lm		
D	25 x 25mm moulded quadrants	198	lm		
E	15 x 15mm glazing bead	20	lm		
	MDF door				
	42 mm thick post formed MDF door comprising 18mm thick 'Trance Marple' panel sandwiched in 12mm thick 'Honduras' panel both sides cut to pattern with view pane to Architect's detail, stained and polished to approval.				
F	Double swing door size 1800 x 2100 mm high with 1No. 1500 x 300mm fanlight infilled with glass (m/s) and approved beading all round	4	No		
	45mm Thick solid core flush doors to B.S 459: part 2 veneered both sides with internal quality plywood and lipped on all edges in approved hardwood				
G	Single swing door size 1140 x 2060 mm high	2	No.		
H	Single swing door size 840 x 2060 mm high with 1No. 900 x 1000mm fanlight infilled with glass (m/s) and approved beading all round	8	No.		
J	Single swing door size 840 x 2060 mm high; semi-solid	11	No.		
	Carried to collection				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	DOORS CONT'D				
	Aluminium framed glass door				
	Aluminium standard section framed doors and accessories: powder coated to Architect's approval ; 8mm thick laminated clear glass infill to panels in 100 x 50mm aluminium edge plates: glazing beads bedded in mastic : to concrete or blockwall surfaces with screws plugged : bedded and pointed all round in mastic complete with all neccesary ironmongery and accessories.				
A	Double swing door size 1800 x 2100mm high infilled with glass (m/s) and approved beading all round	10	No.		
B	Single swing door size 840 x 2060 mm high; ditto	2	No.		
C	1800 x 2100 mm high sliding door	1	No.		
	Iron mongery				
	Supply and fix the following ironmongery from 'ASSA ABLOY' or other equal & approved manufacturer including all furniture and matching screws.				
	To softwood, hardwood or the like fixing with screws				
D	100x76x3mm Stainless steel hinges	44	PRS		
E	Stainless steel pull handle back fix	16	NO		
F	Euro key & turn cylinder 70mm Satin Nickel	4	NO		
G	Three lever mortice lock complete with set lever aluminium handle furniture	0	No.		
H	Two lever mortice lock complete with set lever aluminium handle furniture	8	No.		
J	Disabled lockset	2	NO		
K	Flush Bolt satin nickle 8" - 200 mm	4	NO		
L	Indicator bolt vacant/engaged	11	NO		
M	Rubber door stop complete with 38 mm rawl bolt	18	NO		
	Carried to collection				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	DOORS CONT'D				
A	Door closer with cover power 4 - Silver	10	NO		
B	Coat & hat hook - rubber tipped: ref. CH-39 SS	11	NO		
C	Stainless steel kicking plate sized to order	4	NO		
D	Stainless steel male/female/disabled sign-circular	4	NO		
	Glazing				
E	5mm Thick clear sheet glass panes to timber fan lights	6	sm		
	Painting and Decorations				
	On wood				
	Aluminium primer or other equal and approved wood primer before fixing: -				
F	Backs of frame, board, etc over 100mm but not exceeding 200mm girth	198	lm		
	Prepare and apply three coats of premium quality clear varnish to:-				
G	General surfaces of timber doors over 300mm girth; external	0	sm		
H	Frames; over 100mm but not exceeding 200mm girth; internal	198	lm		
J	Frames not exceeding 100mm girth; internal	396	lm		
	Knot, prime and stop; prepare and apply one undercoat and two coats of gloss oil paint				
K	General surfaces of timber doors over 300mm girth; external	91	sm		
	Carried to collection				
	COLLECTION				
	Brought forward from page 228				
	Brought forward from page 229				
	Brought forward from ABOVE				
	TOTAL FOR DOORS CARRIED TO SUMMARY				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	ELEMENT NO. 4				
	WINDOWS				
	PURPOSE - MADE UNITS				
	Supply and fix the following composite extruded coloured powder coated aluminium framed windows; standard hollow or angle sections; frames mitred at corners including reinforcing cleats, glazing beads, sealing strips; glazing beads bedded in mastic : including 6mm thick bronze tinted glass glazing: to concrete or blockwork surfaces with plugs and screws : and all necessary ironmongery and accessories and jointed all round in mastic to Architect's detail and approval				
	Fixing with aluminium screws; plugging or fixing to aluminium background, sealing with mastic, oiling and adjusting on completion				
A	Overall size 5700 x 2000mm high complete with 5No. Tophung openable light size 1000 x 1000mm high	1	NO		
B	Overall size 4000 x 2000mm high; ditto	1	NO		
C	Overall size 2500 x 2000mm high; ditto	1	NO		
	Bull-nosed burnt clay, finishing fair on all exposed surfaces and hoisting and placing in position, bedding, jointing and pointing in pigmented cement and sand (1:3) mortar				
D	150 x 25mm thick clay window sill	12	lm		
	TOTAL FOR WINDOWS CARRIED TO SUMMARY				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	ELEMENT NO. 5				
	FINISHES				
	FLOOR FINISHES				
	Beds and backings				
	Screed; cement and sand 1:4 with approved integral dust proofing additive wood floated.				
A	30mm thick one coat backings; wood floated to receive granito floor tiles (m/s) to concrete or blockwork base; to floors level	1,282	SM		
B	32mm to receive ceramic tiles; ditto	68	SM		
	Tile, Slab or Block Finishings				
	Matt granito floor tiles (Ref: as Tile & Carpet Ltd. or equal and approved) laid to approved pattern onto cement sand backing mix 1:3 (m/s) or in approved adhesive and pointed with matching cement or approved tile grout to Architect's satisfaction.				
C	450 x 450 x 10mm thick; butt joints both ways; to cement sand base (m/s); to floors level; internal	1,282	sm		
D	Skirtings; 100mm wide with rounded junction with wall finish and coved junction with floor finish	298	lm		
	Approved non slip ceramic floor tiles; local; coloured floor tiles to regular or approved other pattern; bedding and jointing in cement sand (1:4) mortar, grouting with white cement				
E	400 x 400 x 8mm thick; butt joints both ways; to cement sand base (m/s); to floors level; internal	68	sm		
F	Skirtings; 100mm wide with rounded junction with wall finish and coved junction with floor finish	145	lm		
	Carried to collection				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	FINISHES CONT'D				
	Wall finishes				
	Insitu finishes				
	Render; 15mm thick, 1 No. coatwork of cement and sand (1:3); wood floated to concrete or blockwork base generally to: -				
A	Beams and columns; external	375	sm		
	Plaster; 15mm thick, 2 No. coatwork, 12mm first coat of cement sand (1:3); 3mm second coat of cement and lime putty (1:9); steel trowelled to concrete or blockwork base generally to: -				
B	Walls, beams and columns; internal	1,994	sm		
	Tile, Slab or Block Finishings				
	Approved ceramic tiles to B.S. 1281; local; coloured glazed wall tiles to regular or approved other pattern; bedding and jointing in cement sand (1:4) mortar, grouting with white cement				
C	300 x 600 x 6mm thick; butt joints straight both ways; to cement sand base (m/s) to walls internal	653	sm		
D	Plastic edging (provisional)	453	lm		
	Approved facing bricks as "Clayworks Limited" or equal and approved; to regular or approved other pattern; bedding and jointing in cement sand (1:4) mortar, grouting with white cement				
E	200 x 100 x 50mm thick; butt joints straight both ways; to cement sand base (m/s) to walls or concrete works; external	375	sm		
	Beds or Backings				
	Render; cement and sand (1:3)				
F	14mm thick one coat backings; wood floated to receive ceramic tiles (m/s) to concrete or blockwork base; to walls internal	653	sm		
G	14mm thick one coat backings; wood floated to receive facing bricks (m/s) to concrete or blockwork base; to walls internal	453	sm		
	Carried to collection				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	FINISHES CONT'D				
	Painting and Decorations				
	On steel trowelled plastered surfaces				
	Prepare and apply one undercoat and three coats of first quality silk vinyl paint to the following surfaces				
A	Walls, beams and columns; internal	1,994	sm		
	Textured wall paint				
	Prepare and apply exterior quality textured wall paint as CROWN PAINTS "ROUGH & TOUGH" or equal approved: to manufacturers specifications: colours and patterns as specified by the Architect on rendering (measured separately)				
B	To rendered surfaces; external	375	SM		
	RAMP				
	Tile, Slab or Block Finishings				
	Matt granito floor tiles (Ref: as Tile & Carpet Ltd. or equal and approved) laid to approved pattern onto cement sand backing mix 1:3 (m/s) or in approved adhesive and pointed with matching cement or approved tile grout to Architect's satisfaction.				
C	600 x 600 x 10mm thick; butt joints both ways; to cement sand base (m/s); Ramp to slope not exceeding 15 degrees	82	sm		
D	Ditto; edges ramp girth not exceeding 300mm	48	lm		
	Beds and backings				
E	30mm thick one coat backings; wood floated to receive terrazzo (m/s) to concrete or blockwork base; to floors level.	82	sm		
	Carried to collection				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	FINISHES CONT'D				
	STAIRCASE				
	Tile, Slab or Block Finishings				
	Matt granito floor tiles (Ref: as Tile & Carpet Ltd. or equal and approved) laid to approved pattern onto cement sand backing mix 1:3 (m/s) or in approved adhesive and pointed with matching cement or approved tile grout to Architect's satisfaction.				
A	Quarter space or half space landing;	8	sm		
B	Treads; 300mm wide	124	lm		
C	Risers; 150mm wide	124	lm		
D	Skirtings; 100mm wide with rounded junction with wall finish and coved junction with floor finish	64	lm		
E	Open strings and closed strings; 370mm extreme width ditto.	40	lm		
	METAL WORK				
	PURPOSE MADE UNITS				
	Balustrades				
F	1000 mm long, 40mm diameter x 3mm thick CHS steel rods, fanged at one end built into concrete, other end welded and ground smooth	466	No.		
	Bottom and Intermediate rails				
G	25 x 25 x 2mm SHS frame	1,116	lm		
	Handrail				
H	50mm diameter x 2mm thick CHS moulded handrail welded to balustrades and ground smooth	279	lm		
	Carried to collection				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	FINISHES CONT'D				
	Painting and Decorations				
	To metal surfaces				
	One coat etching primer; one undercoat; two coats super gloss oil paint to "Crown Paints" or other equal and approved				
A	Small pipes	1,116	lm		
B	Frames; 100 to 200mm girth	745	lm		
	Ceiling finishes				
	12mm (minimum) two-coat plaster; 9mm first coat of cement sand (1:6), 3mm second coat of cement and lime putty (1:10); steel trowelled to: -				
C	Concrete soffits	68	sm		
D	Ditto to sloping soffits of staircase.	20	sm		
E	Ditto to soffits of landing	8	sm		
F	Ditto to soffits of ramp	82	sm		
	Accoustic suspended accoustic ceiling as Armstrong TEGULAR DUNE on white 24mm wide lat-in grids as Trulok F24 Armstrong complete with white perimeter and curved trim; wall angles as necessary including 12mm diameter hangers and wires as per the Manufacturer's Specifications fixed to specified heights to the Architect's approval				
J	600 x 600 x 12mm Armstrong or other equal and approved mineral fibre acoustic ceiling lining tiles fixed to aluminium carriers gridwork and suspended with steel wires.	897	SM		
	Suspended moulded gypsum plasterboard ceiling				
K	12mm 'Rhino' gypsum plasterboard ceiling (flat) or equal and approved taped and edged with approved scrim joint filler, fixed at specified centres to and including metal grid system complete with steel hangers to Architect's approval with and including approved screws; including all cutting and trimming to light fittings. Ceiling heights as per Architectural sections.	385	SM		
	Carried to collection				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	FINISHES CONT'D				
	Painting and Decorations				
	On steel trowelled plastered surfaces				
	Prepare and apply one undercoat and three coats of first quality emulsion paint to the following surfaces				
A	Concrete soffits	68	sm		
B	Ditto to sloping soffits of staircase.	20	sm		
C	Ditto to soffits of landing	8	sm		
D	Ditto to soffits of ramp	82	sm		
	Painting and Decorations				
	Prepare and apply one undercoat and three coats of first quality emulsion paint to the following surfaces				
E	Gypsum boards	385	sm		
	Carried to collection				
	COLLECTION				
	Brought forward from page 232				
	Brought forward from page 233				
	Brought forward from page 234				
	Brought forward from page 235				
	Brought forward from page 236				
	Brought forward from ABOVE				
	TOTAL FINISHES CARRIED TO SUMMARY				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	ELEMENT NO. 6				
	FITTINGS & FIXTURES [PROVISIONAL]				
	VANITY WORKTOPS				
	Blockwork				
A	100 mm thick reinforced with hoop iron at alternate courses approved local natural stone walling; chisel dressed both sides; bedding, jointing and pointing in cement sand (1:3) mortar	11	sm		
	Plain concrete class 20/20 as described in: -				
B	100mm thick plinth	9	sm		
C	100mm thick suspended worktop	9	sm		
	Fabric; B.S. 4483				
D	Reference A142 mesh 200 x 200 mm , weight 2.22 kgs per square meter (measured net - no allowance made for laps(inclunding bends, tying wire and distance blocks	9	sm		
	Sawn formwork to insitu concrete as described:-				
E	To soffits of suspended worktop	9	sm		
F	Edges of suspended worktop, 75 to 150mm wide	10	lm		
G	Edges of plinth	10	lm		
	12mm thick cement sand (1:3) screed, steel trowelled as described in; -				
H	Concrete or blockwork base to walls; internal	22	sm		
	Granite top				
J	18mm thick approved granite fixed to worktop with and including approved adhesive	9	sm		
K	Extra; 100mm wide grounded edges to a smooth finish	20	lm		
	Carried to collection				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	FITTINGS & FIXTURES CONT'D				
	In wrought Mahogany				
A	50 x 50mm door frame; plugged	25	lm		
B	25 x 25mm rounded quadrant.	25	lm		
	In mahogany veneered MDF boards				
C	18mm thick flap door size 600 x 1200mm high, lipped on all sides in hardwood	8	No.		
D	Ditto; 600mm wide shelves	18	SM		
	Ironmongery				
E	Marpler hinges	17	No.		
F	100mm 'D' Pull handle	8	No.		
G	100mm Alluminium flush bolt	8	No.		
	Painting and decorations				
	Prepare and apply one undercoat and three coats of first quality plastic emulsion paint to: -				
H	Plastered surfaces; internal	22	sm		
	Knot, prime and stop, prepare and apply three coats of polyurethane clear varnish on: -				
J	Frames; 100 to 200mm girth	50	lm		
	-END OF VANITY WORK TOPS -				
	KITCHEN WORKTOPS				
	Blockwork				
K	100 mm thick reinforced with hoop iron at alternate courses approved local natural stone walling; chisel dressed both sides; bedding, jointing and pointing in cement sand (1:3) mortar	7	sm		
	Carried to collection				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	FITTINGS & FIXTURES CONT'D				
	Plain concrete class 20/20 as described in: -				
A	100mm thick plinth	5	sm		
B	100mm thick suspended worktop	5	sm		
	Fabric; B.S. 4483				
C	Reference A142 mesh 200 x 200 mm , weight 2.22 kgs per square meter (measured net - no allowance made for laps(inclunding bends, tying wire and distance blocks	5	sm		
	Sawn formwork to insitu concrete as described:-				
D	To soffits of suspended worktop	5	sm		
E	Edges of suspended worktop, 75 to 150mm wide	6	lm		
F	Edges of plinth	6	lm		
	12mm thick cement sand (1:3) screed, steel trowelled as described in; -				
G	Concrete or blockwork base to walls; internal	14	sm		
	Granite top				
H	18mm thick approved granite fixed to worktop with and including approved adhesive	5	sm		
J	Extra; 100mm wide grounded edges to a smooth finish	6	lm		
	In wrought Mahogany				
K	50 x 50mm door frame; plugged	15	lm		
L	25 x 25mm rounded quadrant.	15	lm		
	In mahogany veneered MDF boards				
M	18mm thick flap door size 600 x 1200mm high, lipped on all sides in hardwood	5	No.		
N	Ditto; 600mm wide shelves	11	SM		
	Carried to collection				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	FITTINGS & FIXTURES CONT'D				
	Ironmongery Marpler				
A	hinges 100mm 'D' Pull	10	No.		
B	handle	5	No.		
C	100mm Alluminium flush bolt	5	No.		
	Painting and decorations				
	Prepare and apply one undercoat and three coats of first quality plastic emulsion paint to: -				
D	Plastered surfaces; internal	14	sm		
	Knot, prime and stop, prepare and apply three coats of polyurethane clear varnish on: -				
E	Frames; 100 to 200mm girth	30	lm		
	-END OF KITCHEN WORK TOPS -				
	HIGH LEVEL KITCHEN SHELVES				
	In mahogany veneered MDF boards				
F	18mm thick flap door size 600 x 1200mm high, lipped on all sides in hardwood complete with 50 x 25mm cypress frames and framings	5	No.		
G	Ditto; 600mm wide shelves	11	SM		
	Ironmongery				
H	Marpler hinges	10	No.		
J	100mm 'D' Pull handle	5	No.		
K	100mm Alluminium flush bolt	5	No.		
	-END OF KITCHEN HIGH LEVEL SHELVES -				
	Carried to collection				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	FITTINGS & FIXTURES CONT'D				
	DUCTS OPENINGS				
	In mahogany veneered MDF boards				
A	18mm thick flap double door overall size 600 x 2400mm high, lipped on all sides in hardwood complete with 50 x 25mm cypress frames and framings	7	No.		
	Ironmongery Marpler				
B	hinges 200mm 'D' Pull	56	No.		
C	handle	14	No.		
D	100mm Alluminium flush bolt	7	No.		
	-END OF DUCT OPENINGS-				
	Carried to collection				
	COLLECTION				
	Brought forward from page 238				
	Brought forward from page 239				
	Brought forward from page 240				
	Brought forward from page 241				
	Brought forward from ABOVE				
	TOTAL FITTINGS & FIXTURES CARRIED TO SUMMARY				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	ELEMENT NO. 5				
	ROOFING				
	TRUSSES				
	All steel trusswork to include for connections and welding; thus angle cleats, gussets plates, washers,bolts and the like				
	The following in 5No. truss type 01; steel members of various sizes, hoisted approximately 6000mm high above ground level, spanning 2000 - 9000mm long; comprising steel section members joined with nuts and bolts , including priming with red oxide primer and painting with gloss oil paint. Thus; supply, cut to size, weld/connect mild steel sections in trusses and other roof members and fix in position at height of approximately 6.0 meters				
A	75 x 50 X 4mm thick RHS rafters	101	LM		
B	50 x 50 X 4mm thick SHS struts & ties	80	LM		
	The following in 11No. truss type 02; steel members of various sizes, hoisted approximately 17000mm high above ground level, spanning 9000mm long; comprising steel section members joined with nuts and bolts , including priming with red oxide primer and painting with gloss oil paint. Thus; supply, cut to size, weld/connect mild steel sections in trusses and other roof members and fix in position at height of approximately 17.0meters				
C	75 x 50 X 4mm thick RHS rafters	297	LM		
D	50 x 50 X 4mm thick SHS struts & ties	238	LM		
	The following in 10No. truss type 04; steel members of various sizes, hoisted approximately 17000mm high above ground level, spanning 14000mm long; comprising steel section members joined with nuts and bolts , including priming with red oxide primer and painting with gloss oil paint. Thus; supply, cut to size, weld/connect mild steel sections in trusses and other roof members and fix in position at height of approximately 17.0meters				
E	75 x 50 X 4mm thick RHS rafters	420	LM		
F	50 x 50 X 4mm thick SHS struts & ties	336	LM		
	Carried to collection				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	ROOFING CONT'D				
	Unframed steelwork				
	All steel trusswork to include for connections and welding; thus angle cleats, gussets plates, washers,bolts and the like				
A	100 x 4mm CHS steel stanchion	135	LM		
B	75 x 75 x 4mm SHS steel beam	127	LM		
C	150 x 50 x 2mm ZED Purlins	756	LM		
	Sundries				
D	250 x 250 x 8mm mild steel base plates with 4 no. holes countersunk of diameter 14mm	30	NO		
E	200 x 200 x 8mm mild steel base plates with 4 no. holes countersunk of diameter 14mm	30	NO		
F	300mm long grade 4.6 bolts anchor bolts 4M12	240	NO		
G	100mm long 75 x 50 x 4mm angle cleats welded to truss rafter and bolted with 2no. M12 bolts to the Z - purlins	120	NO		
	Polycarbonate				
H	Provide and fix 8mm thick, double layered approved colour, weather proof roof cover complete with all fixing materials; fixing to steel trusses (m/s) to approval	750	SM		
	ROOF FINISHES AND RAIN WATER GOODS				
	Waterproofing				
	Waterproofing as "abe Silicot" or equal and approved cement and sand (1:4) screed on concrete: to				
J	50 mm (Average); to roof slab; laid to falls, slope not exceeding 15 degrees	1,350	SM		
K	Labour forming 50 x 50 triangular fillet against wall and beam	186	LM		
	Carried to collection				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	ROOFING CONT'D				
	Sirrah P GR 5 kg/sm - APP bituminous membrane or other equally approved waterproofing membrane including 3 coats reflective paint ; provide 10 year guarantee				
A	Roofing laid to falls and cross falls; on horizontal concrete roof slab	1,350	SM		
B	Dressing waterproofing around 100mm diameter "fulbora rain water outlet"	20	NO		
	RAINWATER DISPOSAL				
	UPVC				
C	Extra; 100mm diameter fulbora outlet 100mm long	20	NO		
D	100mm dia. UPVC rainwater downpipe fixed with and including mild steel straps at 900mm centres, plugged and screwed to wall	450	LM		
E	Extra; swanneck bend with 1135mm projection	20	NO		
F	Extra; horse shoe bend	20	NO		
	Carried to collection				
	COLLECTION				
	Brought forward from page 243				
	Brought forward from page 244				
	Brought forward from ABOVE				
	TOTAL FOR ROOF CARRIED TO SUMMARY				

Item	Description	Q'ty	Unit	Rate	Amount KSh
	4TH FLOOR AND ROOF				
	BUILDER'S WORK SUMMARY				
ELEMENT NO.	**DESCRIPTION**		**PAGE**		**AMOUNT K.SH**
1	REINFORCED CONCRETE SUPERSTRUCTURES		224		
2	WALLING		227		
3	DOORS		230		
4	WINDOWS		231		
5	FINISHES		237		
6	FITTINGS & FIXTURES		242		
7	ROOF FINISHES AND RAIN WATER GOODS		245		
	TOTAL FOR 4TH FLOOR & ROOF CARRIED TO BUILDER'S WORK SUMMARY				

BILL NO. 3.6
BUILDER'S WORK IN CONNECTION WITH SPECISLIST SERVICES

Item	Description	Unit	Q'ty	Rate	Amount KSh
	BUILDER'S WORK IN CONNECTION WITH SPECISLIST SERVICES (provisional)				
	Builder's work in connection with Plumbing and drainage installations				
	Labour and Materials				
A	Form or leave hole in 200mm thick natural stone wall for large pipe and later make good	50	NO.		
B	Ditto for small pipe and ditto	50	NO.		
C	Form or leave hole in 100mm thick natural stone wall for small pipe and later make good	50	NO.		
D	Cut horizontal or vertical chase in natural stone walling for small pipes and later make good	500	LM		
E	Ditto for large pipes	1,000	LM		
	Cut and/or chase and make good after Plumber installing aconcealed conduit system to the following points including cutting or leaving all holes, mortices, sinkings in the structure and its finishes and for all making good therewith:-				
F	W.C. Suite	60	NO		
G	Water tanks	4	NO		
H	Wash hand basins	55	NO		
J	Bowl urinal	21	NO		
K	Kitchen extract duct	10	NO		
	Carried to collection				

Item	Description	Unit	Q'ty	Rate	Amount KSh
	Builder's work in connection with electrical installations				
	Cut and/or chase and make good after Electricain installing aconcealed conduit system to the following points including cutting or leaving all holes, mortices, sinkings in the structure and its finishes and for all making good therewith:-				
A	Lighting points and switches	1,400	NO		
B	Power points	602	NO		
C	Telephone and data points	516	NO		
D	CCTV and access control outlet points	98	NO		
E	Consumer unit	14	NO		
F	Fire outlet points	392	NO		
G	Hand drier points	63	NO		
H	Extract fan points	21	NO		
J	Cooker points	21	NO		
	Carried to collection				
	COLLECTION				
	From page247				
	From page ABOVE				
	TOTAL FOR SPECIALISTS BUILDER'S WORK CARRIED TO BUILDER'S WORK SUMMARY				

BILL NO. 3
BUILDER'S WORK SUMMARY

Item	Description	Page No.	Amount KSh
	BILL NO. 3		
	BUILDER'S WORK SUMMARY		
A	DEMOLITIONS & ALTERATIONS	160	
B	BASEMENT AND SUBSTRUCTURES	181	
C	GROUND FLOOR	203	
D	TYPICAL FLOORS (1ST - 3RD FLOOR)	223	
E	FOURTH FLOOR ANDROOF	246	
F	BUILDER'S WORK IN CONNECTION WITH SPECISLIST SERVICES	248	
	TOTAL FOR BUILDER'S WORK CARRIED TO GRAND SUMMARY		

BILL NO. 4
CIVIL WORKS

PROPOSED CONSTRUCTION OF UNIVERSITY LIBRARY AT KAIMOSI FRIENDS UNIVERSITY COLLEGE
BILL NO. 4 CIVIL WORKS
BILL NO. 01 FOUL DRAINAGE SYSTEM

Item	Description	Unit	Q'ty	Rate	Amount KSh
	FOUL DRAINAGE SYSTEM				
	EXCAVATIONS .				
	Excavate trench for 160mm diameter uPVC pipe, backfill after laying of pipes and cart away the excavated material.				
A	Depth to invert n.e 1.50m.	CM	55		
B	Ditto, depth n.l.t 1.5m but n.e 3.0m.	CM	40		
C	Ditto, depth n.l.t 3.0m but n.e 4.5m.	CM	125		
D	Ditto, depth n.l.t 4.5m but n.e 6.0m.	CM	150		
	Excavate trench for 200mm diameter uPVC pipe, backfill after laying of pipes and cart away the excavated material.				
E	Ditto, depth n.l.t 1.5m but n.e 3.0m.	CM	90		
F	Ditto, depth n.l.t 3.0m but n.e 4.5m.	CM	220		
G	Ditto, depth n.l.t 4.5m but n.e 6.0m.	CM	400		
H	Ditto, depth n.l.t 6.0m but n.e 7.5m.	CM	90		
J	Ditto, depth n.l.t 7.5m but n.e 9.0m.	CM	150		
K	Excavation in rock irrespictive of class	CM	200		
L	Allow for maintaining sides of all excavations vertical by planking and strutting using 25mm sawn timber	SM	3,100		
	PIPE LAYING.				
M	Provide lay and joint 160mm diameter uPVC pipe class 41 to B.S 4660 on compacted murram bedding as per detailed drawing No. (50)5310.	LM	200		
N	Provide lay and joint 200mm diameter uPVC pipe class 41 to B.S 4660 on compacted murram bedding as per detailed drawing No. (50)5310.	LM	300		
P	Provide and place 150mm thick concrete surround around pipes across the road, (mix 1:3:6) to detail(50)5310, including all the necessary formwork	CM	30		
	TOTAL CARRIED TO COLLECTION PAGE 256				

PROPOSED CONSTRUCTION OF UNIVERSITY LIBRARY AT KAIMOSI FRIENDS UNIVERSITY COLLEGE
BILL NO. 4 CIVIL WORKS
BILL NO. 01 FOUL DRAINAGE SYSTEM

Item	Description	Unit	Q'ty	Rate	Amount KSh
A	Back fill and compact the selected materials in layers of 200mm	CM	1,300		
	MANHOLES.				
	Excavation				
B	Excavate in pit for rectangular manhole type A as per detailed drawing No. (50)5300,return fill and ram selected approved material after construction of manholes and cart away surplus excavated material depth n.e 0.6m.	CM	5		
C	Ditto, but rectangular manhole type B depth to invert t n.e 1.0m.	CM	30		
D	Ditto, but rectangular manhole type C depth to invert t n.e 1.5m.	CM	30		
E	Ditto, but rectangular manhole type D depth to invert n.l.t 1.5m but n.e 2.5m.	CM	15		
F	Ditto, but rectangular type E/circular manhole type B depth to invert n.l.t 2.5m but n.e 9.0m.	CM	800		
G	Extra over all excavation items for excavation in rock irrespective of class	CM	200		
	Construction				
	Concrete class P (mix 1:4:8)				
H	Provide all materials, mix and place 50mm thick concrete as blinding for all manholes.	CM	15		
	Vibrated concrete class 15 (mix 1:3:6)				
J	Ditto but 150mm thick base slab for rectangular manholes.	CM	30		
	Vibrated reinforced concrete class 20/20 (mix 1:2:4)				
K	Provide all materials, mix and place 150mm thick concrete class 20 as cover for rectangular manholes.	SM	50		
	Vibrated concrete class 20 (mix 1:2:4)				
L	Provide all materials, mix place concrete class 20 as benching for 160mm diameter pipe. Include for forming the main and branch channels as well as finishing benching to falls and building-in pipes as per detailed drawings.	CM	15		
	WALLING.				
M	Provide, lay and joint 200mm thick approved concrete block or dressed natural stone walling torectangular manholes types A and B details (50) 5300and (50) 5301.	SM	60		
N	Ditto but 200mm thick for types C & Ddetails (50)5302	SM	60		
	TOTAL CARRIED TO COLLECTION PAGE 256				

PROPOSED CONSTRUCTION OF UNIVERSITY LIBRARY AT KAIMOSI FRIENDS UNIVERSITY COLLEGE
BILL NO. 4 CIVIL WORKS
BILL NO. 01 FOUL DRAINAGE SYSTEM

Item	Description	Unit	Q'ty	Rate	Amount KSh
A	Provide all materials for, erect and joint precast Concrete 675mm shaft ring ogee pipes jointed from 150mm deep in multiples of 150mm to max. depth of 1200mm for type B Precast concrete circular manhole detail 50(5315)	LM	30		
B	Provide all materials for, erect and joint precast Concrete straight back taper from 675mm diameter to 1200mm diameter for type B pre-cast concrete circular manhoe to detail (50)5315	NO	20		
C	Provide all materials for, erect and joint precast Concrete 1200mm chamber ring ogee pipes jointed from 300mm deep in multiples of 150mm to max. depth of 5400mm for type B Precast concrete circular manhole detail 50(5315)	LM	100		
D	Provide all materials for, erect and joint HEAVY DUTY precast concrete manhole cover slab for type B precast concrete circular manhole to detail 50(5315	NO	17		
	Mild Steel Reinforcement Bars to B.S 4449.				
E	Provide 8mm diameter bars for cover slab to detail (50) 5309.	KG	500		
	Step Iron.				
F F	Provide and fix deep galvanized malleable iron as step iron to B.S 1247 as per detailed drawings.	NO.	310		
	Rendering.				
G	Provide 12mm thick water proof cement and sand (mix 1:1) steel float finished rendering to walls.	SM	700		
H	Ditto but to cover slab.	SM	100		
J	Provide 12mm thick cement and sand (mix 1:1) water proof rendering trowelled smooth to surface of benching.	SM	100		
K	Allow for keeping excavations free from both surface and underground water	ITEM	1		
M	Provide and fix 600 x 450mm medium duty C.I manhole cover and frame to B.S 497	NO	17		
N	Provide and fix 600 x 450mm heavy duty C.I manhole cover and frame to B.S 497	NO	7		
P	Provide and fix Triangular HEAVY DUTY Double seal CI manhole cover with concrete fill and frame and grease to detail 50 (5311)	NO	17		
	TOTAL CARRIED TO COLLECTION PAGE 256				

PROPOSED CONSTRUCTION OF UNIVERSITY LIBRARY AT KAIMOSI FRIENDS UNIVERSITY COLLEGE
BILL NO. 4 CIVIL WORKS
BILL NO. 01 FOUL DRAINAGE SYSTEM

Item	Description	Unit	Q'ty	Rate	Amount KSh
	90,000 LITRES CAPACITY SEPTIC TANK				
	Site Clearance				
A	Clear site of all bushes, scrub, undergrowth, scattered trees and grub up roots including removing from site as directed by Engineer.	SM	100		
	Excavation				
	Excavate in pit for septic tank startingfrom ground level and backfill around septicafter construction and cart away surplus material as directed by Engineer.				
B	Depth not exceeding (n.e) 1.5m.	CM	150		
C	Ditto, depth not limited to (n. l. t.) 1.5m but n.e 3.0m.	CM	150		
D	Ditto, depth not limited to 3.0m but n.e 4.5m.	CM	130		
E	Ditto, depth not limited to 4.5m but n.e 6.0m.	CM	5		
F	Trim bottom of excavated surface.	SM	100		
G	Extra over for excavation in rock irrespective of class	CM	20		
	Concrete class 15 (mix 1:3:6)				
H	Mix and place 50mm concrete blinding.	CM	5		
	Vibrated reinforced concrete class 20/20 (mix 1:2:4)				
J	Mix and place 200mm thick concrete in base slab.	CM	16		
	Walling				
K	Ditto, but in 250mm thick wall.	CM	40		
L	Ditto, but in 200mm thick wall.	CM	10		
M	Ditto, but in 150mm thick scum baffle wall	CM	12		
N	Ditto, but in 200mm thick suspended cover slab	CM	15		
	Mild steel reinforcement to B.S 4449 Include for cutting,bending,tying wire and spacer blocks.				
O	8mm diameter bars.	KG	270		
	High yield square twisted reinforcement steel to B.S 4461				
P	10mm diameter bars.	KG	300		
Q	12mm diameter bars.	KG	3,500		
R	16mm diameter bars	KG	3,600		
	BRC Mesh reinforcement to B.S 1483 Concrete class 15 (mix 1:3:6)				
S	BRC mesh No. 65/66.	SM	15		
	Formwork				
	Sawn formwork to:-				
W	Interior sides of vertical walls.	SM	175		
T	External sides of vertical walls.	SM	180		
U	Soffit of suspended slab.	SM	70		
V	Sides of suspended slab, 75mm-150mm wide.	SM	20		
W	Ditto, 150-225mm.	SM	4		
X	Ditto, 225-300mm.	SM	4		
	TOTAL CARRIED TO COLLECTION PAGE 256				

PROPOSED CONSTRUCTION OF UNIVERSITY LIBRARY AT KAIMOSI FRIENDS UNIVERSITY COLLEGE
BILL NO. 4 CIVIL WORKS
BILL NO. 01 FOUL DRAINAGE SYSTEM

Item	Description	Unit	Q'ty	Rate	Amount KSh
A	Ditto,to sides of entry and exit manholes.	SM	4		
B	Boxing in formwork to form opening in cover slab for 600 x 450mm manhole cover and frame, 150-225mm wide.	SM	6		
C	Return fill and ram selected approved material around external sides of septic tank.	CM	125		
	WATER PROOF CEMENT RENDERING.				
D	12mm thick sulphate resisting cement sand (mix 1:3) to base & top slab.	SM	70		
E	Ditto to sides of vertical walls.	SM	220		
F	Provide and fix 600 x 450mm medium duty C.I manhole cover and frame to B.S 497	No.	4		
	FRENCH DRAINS				
	Excavate trench for agricultural pipe n.e 200mm in diameter for French drains to detailed drawing No. (50)5344, backfill after laying of pipes and cart away surplus excavated material.				
G	Depth to invert n.e 1.5m	CM	36		
H	Depth to invert n.l.t 1.5m but n.e 3.0m	CM	22		
I	Provide and lay 100mm diameter agricultural pipes in French drains. Include for all other materials as per drawing No. (50)5344.	LM	12		
J	Cultivate within soakage area, provide and spread 100mm thick layer of red soil mixed with manure (ratio manure: red soil = 1:6). Plant Kikuyu grass, maintain till established.	SM	2,500		
	DISTRIBUTION MANHOLES.				
	Excavate pit for rectangular distribution manhole as per detailed drawing No. (50) 5351.				
K	Depth n.e 1.5m.	CM	8		
L	Ditto, depth n.l.t 1.5m but n.e 2.0m.	CM	4		
	Construction				
	Concrete class 15 (mix 1:3:6)				
M	Mix and place 50mm thick blinding to manholes.	SM	6		
	Vibrated concrete class 20/20 (mix 1:2:4)				
N	Mix and place 150mm thick concrete class 20 as base slab.	CM	1		
P	Ditto, in 150mm thick reinforced concrete cover slab.	CM	1		
	TOTAL CARRIED TO COLLECTION PAGE 256				

PROPOSED CONSTRUCTION OF UNIVERSITY LIBRARY AT KAIMOSI FRIENDS UNIVERSITY COLLEGE
BILL NO. 4 CIVIL WORKS
BILL NO. 01 FOUL DRAINAGE SYSTEM

Item	Description	Unit	Q'ty	Rate	Amount KSh
	Walling.				
A	200mm thick dressed natural stone.	SM	40		
B	12mm thick water proof cement rendering to vertical walls and base slab.	SM	50		
C	Provide and fix 600 x 450mm medium duty C.I manhole cover and frame to B.S 497	No.	12		
	SOAKPITS.				
	Excavation				
D	Excavate pit for circular soak pit as per detailed drawing No. (50) 5345, depth not less than 3.0m but n.e 5.0m starting from ground level backfill after construction and cart away excess material.	CM	70		
E	Extra over for excavation in rock irrespective of class	CM	5		
F	Backfill excavated material	CM	20		
	Construction				
	Concrete class 15 (mix 1:3:6)				
G	Mix and place 50mm thick concrete blinding in strip footing.	CM	3		
H	Ditto but 100mm thick strip footing.	CM	5		
	Walling.				
I	150mm thick dressed natural stone to detail 50 (5345).	SM	100		
J	12mm thick water proof cement rendering to vertical walls.	SM	100		
	Vibrated reinforced concrete class 20/20 (mix 1:2:4)				
K	Mix and place concrete class 20/20 in 150mm thick suspended slab.	CM	6		
	Mild steel reinforcement bars to B.S 4449				
L	12mm diameter round bars.	KG	230		
M	Provide 200mm diameter stone blocks or hardcore in soak pits.	CM	100		
N	Provide and fix 600 x 450mm medium duty C.I manhole cover and frame to B.S 497	No.	20		
	Testing				
P	Allow for testing the whole of the foul drainage system during installation and again at completion of the works to leave in sound working order to the satisfaction of the C.E	Item	1		
	TOTAL CARRIED TO COLLECTION PAGE 256				

BILL NO. 01 FOUL DRAINAGE SYSTEM

Item	Description	Unit	Q'ty	Rate	Amount KSh
	COLLECTION				
	Brought forward from page 250				
	Brought forward from page 251				
	Brought forward from page 252				
	Brought forward from page 253				
	Brought forward from page 254				
	Brought forward from page 255				
	TOTAL CARRIED TO SUMMARY PAGE 262				

PROPOSED CONSTRUCTION OF UNIVERSITY LIBRARY AT KAIMOSI FRIENDS UNIVERSITY COLLEGE
BILL NO. 4 CIVIL WORKS
BILL NO. 02 ACCESS ROAD AND PARKING

Item	Description	Unit	Q'ty	Rate	Amount KSh
	ROADWORKS)				
A	Cut and remove all trees, bushes, shrubs, stumps; grub work and dispose as directed by the Engineer. The tree girth not exceeding 5.0metres.	NO	50		
B	Remove top soil upto 150mm deep including all trees, bushes, shrubs, grub up work and dispose as directed by the Project Manager	SM	5,500		
C	Excavate to formation level, n.e 0.7m	CM	3,850		
D	Ditto but Not exceeding 1.0m	CM	450		
E	Extra over item B for excavation in rock	CM	100		
F	Load and cart away all the excavated materials as directed by P.M	CM	2,400		
G	Provide, lay and compact approved filling material in layers not exceeding 200mm thick upto formation level.	CM	2,000		
H	Trim and compact formation to correct crossfalls.	SM	5,500		
J	Treat the surface with persistent herbicide as HYVARX 80WP or equal and approved	SM	5,500		
K	Provide, lay and compact 150mm thick approved murram for sub-base to 98% M.D.D. specifications.	SM	5,500		
L	Provide, lay and compact 150mm thick approved hand packedstone base to 98% M.D.D. specifications.	SM	5,500		
M	Provide and spread on hand packed stone 50mm thick stone dust ready to receive heavy duty interlocking precast paving blocks.	SM	5,200		
N	Provide,lay and compact 60mm thick heavy duty precast interlocking paving blocks (min strength 49N/mm^2).	SM	5,200		
	TOTAL CARRIED TO COLLECTION PAGE 258				

PROPOSED CONSTRUCTION OF UNIVERSITY LIBRARY AT KAIMOSI FRIENDS UNIVERSITY COLLEGE
BILL NO. 4 CIVIL WORKS
BILL NO. 02 ACCESS ROAD AND PARKING

Item	Description	Unit	Q'ty	Rate	Amount KSh
	Kerbs and channels				
A	Provide, lay and joint along the edge of the road and parking 250x125mm kerb and 125x100mm channel, including 450x350mm concrete bed and haunch (mix 1:3:6) and any necessary formwork to detail (50) 5332 'B'	LM	500		
B	Ditto but curved to varying radii as shown on the plan.	LM	100		
	Kerbs Only				
C	Provide, lay and joint along the edge of the road and parking 250x125mm kerb including 350x325mm concrete bed and haunch (mix 1:3:6) and any haunch (mix 1:3:6) and any necessary formwork to detail (50) 5332 'A'	LM	450		
D	Ditto but curved to varying radii as shown on the plan.	LM	100		
	Channels Only				
E	Provide, lay and joint 125x100mm precast concrete channel including 100mm thick concrete bed and any necessary formwork to detail (50) 5332 'C'	LM	100		
	Road Marking				
F	Prepare and apply one undercoat and two finishing coats of first grade long lasting reflective road marking paint, white in colour on kerbs	LM	300		
G	Prepare and apply one undercoat and two finishing coats of first grade long lasting reflective road marking paint, black in colour on kerbs	LM	300		
H	Prepare and apply one undercoat and two finishing coats of first grade long lasting reflective road marking paint, yellow in colour on road surfaces not exceeding 100mm girth	LM	450		
I	Allow a provisional sum of Kshs 3,000,000.00 to be used for any additional civil works at the discretion of the engineer	Item			
	TOTAL CARRIED TO COLLECTION PAGE BELOW				
	COLLECTION Brought forward from page 257 Brought forward from ABOVE				
	TOTAL CARRIED TO SUMMARY PAGE 262				

PROPOSED CONSTRUCTION OF UNIVERSITY LIBRARY AT KAIMOSI FRIENDS UNIVERSITY COLLEGE
BILL NO. 4 CIVIL WORKS

BILL NO 3: FOOTPATHS AND PAVING SLABS ROUND THE BUILDING

Item	Description	Unit	Q'ty	Rate	Amount KSh
	FOOTPATHS.				
A	Remove vegetable soil average depth 150mm and dispose as directed by project manager	SM	1,600		
B	Excavate to formation level, n.e 0.7m	CM	520		
C	Back fill and compact the selected materials in layers of 200mm	CM	330		
D	Provide, lay and compact 100mm thick approved murram base.	SM	1,400		
E	Provide and apply persistent herbicide.	SM	1,400		
F	Provide, lay and joint in cement mortar 600x600x50mm precast concrete paving slabs including 50mm thick sand bed.	SM	1,400		
G	Provide, lay and joint 125x100mm precast concrete channel including 100mm thick concrete bed and haunch, mix 1:3:6, any necessary excavation, formwork and disposal of surplus material.	LM	1,600		
H	Ditto but curved to varying radii as shown on the plan.	LM	200		
	PAVING SLABS ROUND THE BUILDING				
J	Clear area around the building and trim surfaces above to achieve reduced levels and cart away excavated material to tips as directed.depth ne 0.2m	SM	700		
K	Excavate to formation level, n.e 0.7m	CM	500		
L	Back fill and compact the selected materials in layers of 200mm	CM	350		
M	Provide, lay and compact 100mm hardcore filling.	SM	500		
N	Provide, lay and compact 50mm concrete (mix 1:4:8) blinding.	SM	500		
P	Provide, lay and joint in cement sand mortar (mix 1:4) 600 X 600 X 50mm precast concrete paving slabs.Drg. (50) 5353.	SM	500		
Q	Provide all the materials necessary and construct terraces on the sloping surfaces along the paving around the building as directed by the Engineer	SM	120		
	TOTAL CARRIED TO SUMMARY PAGE 262				

PROPOSED CONSTRUCTION OF UNIVERSITY LIBRARY AT KAIMOSI FRIENDS UNIVERSITY COLLEGE
BILL NO. 4 CIVIL WORKS
BILL NO. 04 STORM WATER DRAINAGE

Item	Description	Unit	Q'ty	Rate	Amount KSh
	OPEN STORM DRAIN				
A	Excavate trench for 450x225mm external dimension Pcc IBD not exceeding 0.7m (average depth 0.45m) and cartaway surplus material to detail (50) 5329'B'	CM	150		
B	Ditto but average depth 1.0m ditto.	CM	50		
C	Extra over for excavation in rock.	CM	10		
D	Provide, lay and compact 100mm thick murram bed and on sloping sides of the IBD to detail (50)5329'B'	LM	600		
E	Provide, lay and joint 450x225mm external dimensions Pcc IBD to detail (50) 5326.	LM	600		
F	Extra over Item J for one side slab on each side to detail (50) 5329'B'.	LM	600		
G	Ditto; but two side slabs;	LM	400		
H	Ditto; but three side slabs;	LM	200		
	Shallow Drain				
J	Remove vegetable soil average depth 150mm and dispose as directed by project manager	SM	250		
K	Provide, lay and joint 800x500x175mm precast concrete Storm Water Channel including 50mm thick concrete bed mix 1:3:6 and any necessary formwork to detail (50) 5353.	LM	250		
	COVERED STORM DRAIN				
L	Excavate trench for covered storm drain average depth 0.7m and cart away as directed by the engineer	CM	30		
M	Provide material and construct covered storm drain composing of 100mm concrete bed class Q 1:3:6, 300mm dia. Concrete invert block drain 190 x 140mm concrete block walls, 10mm render to detail(50) 5352 and r.c cover slab to detail (50) 5352A. Average depth 0.6m.	LM	30		
N	Ditto; but steel grating cover to detail (50) 5352 B	LM	20		
	PIPED STORM DRAIN				
P	Excavate in trench for 400mm diameter precast concrete pipes, backfill and compact after laying of pipes and cart away surplus excavated materials.	CM	30		
Q	Provide, lay and joint 400mm dia. Concrete pipe include 150mm murram bed to detail (50)5310 typeE.	LM	50		
	FRENCH DRAINS				
	Excavate trench for agricultural pipe n.e200mm in diameter for French drains todetailed drawing No. (50)5344, backfill after laying of pipes and cart away surplus excavated material.				
R	Depth to invert n.e 4.5m	CM	600		
S	Backfill excavated material	CM	100		
T	Provide and lay 100mm diameter agricultural pipes in French drains. Include for all other materials as per drawing No. (50)5344.	LM	1,100		
	TOTAL CARRIED TO COLLECTION PAGE 261				

PROPOSED CONSTRUCTION OF UNIVERSITY LIBRARY AT KAIMOSI FRIENDS UNIVERSITY COLLEGE
BILL NO. 4 CIVIL WORKS
BILL NO. 04 STORM WATER DRAINAGE

Item	Description	Unit	Q'ty	Rate	Amount KSh
	STONE PITCHING				
A	Provide all materials and stone pitch the edge of the storm drain and other sloping surfaces acting as retaining walls along the area as directed by the Engineer.	SM	500		
	CULVERTS				
B	Provide, lay and joint 450mm dia. Concrete pipe as culvert including 150mm concrete 1:3:6 bed and surround to detail (50) 5310 type C including excavation and backfilling.	LM	20		
C	Ditto; but 600mm dia. Concrete pipe; ditto	LM	50		
D	Ditto; but 900mm dia. Concrete pipe; ditto	LM	40		
	HEADWALLS				
E	Provide material and construct headwalls type A to detail (50) 5318 including excavation all necessary formwork and disposal of surplus material.	NO.	14		
	STORMWATER MANHOLES				
F	Excavate in pit for rectangular manhole type C as per detailed drawing No. (50)5302, return fill and ram selected approved material after construction of manholes and cartaway surplus excavated material	CM	15		
	Manhole Construction				
G	Provide all materials and construct storm water manhole type C average depth 1.5m including medium duty manhole cover and frame to detail (50)5302.	NO.	3		
	TOTAL CARRIED TO COLLECTION BELOW				
	COLLECTION Brought forward from page 260 Brought forward from ABOVE				
	TOTAL CARRIED TO SUMMARY PAGE 262				

PROPOSED CONSTRUCTION OF UNIVERSITY LIBRARY AT KAIMOSI FRIENDS UNIVERSITY COLLEGE
BILL NO. 4 CIVIL WORKS
BILL NO. SUMMARY

	Description				Amount KSh
	SUMMARY Brought forward from page 256 Brought forward from page 258 Brought forward from page 259 Brought forward from page 261				
	TOTAL FOR CIVIL WORKS CARRIED TO GRAND SUMMARY				

BILL NO. 5
PRIME COST SUMS & PROVISIONAL SUMS

Item	Description	Q'ty	Unit	Rate	Amount KSh
	BILL NO. 5 PRIME COSTS AND PROVISIONAL SUMS				
	PRIME COST SUMS				
	Prime Cost Sums for works to be executed by Nominated Sub-Contractors.				
A	Allow a Prime Cost Sum of Kenya Shillings **Six Million (K.Sh 6,000,000.00)** only for **Library Security Works**		SUM		6,000,000.00
B	Add Profit		%		
C	Add Attendance		SUM		
	PROVISIONAL SUMS				
	The following provisional sums are to be measured on completion and priced in accordance with the rates contained in these bills of quantities or prorata thereto or deducted in whole if not required				
D	Allow a Provisional sum of **Kenya Shillings One million (K.Sh 1,000,000.00)** only for **Signage and NEMA.**		SUM		1,000,000.00
E	Allow a Provisional sum of **Kenya Shillings Ten Million (K.Sh 10,000,000.00**) only for **External works and Landscaping**		SUM		10,000,000.00
F	Allow a Provisional sum of **Kenya Shillings Thirty Million (Kshs 30,000,000.00)** only for **Supply of Furniture**		SUM		30,000,000.00
G	Allow a Provisional Sum of **Kenya Shillings Ten Million (K.Sh 10,000,000.00)** only for **Fluctuations**		SUM		10,000,000.00
H	Allow a Provisional Sum of **Kenya Shillings Twenty Million (Kshs 20,000,000.00)** only for Contigencies		SUM		20,000,000.00
	CARRIED TO COLLECTION				**77,300,000.00**

Item	Description	Q'ty	Unit	Rate	Amount KSh
	ATTENDANCE TO SPECIALISTS WORKS				
	Contracts for specialists' works will be procured directly by the employer, hence the main contractor is advised to price for general attendance to the specialists works				
	NOTE: Main Contractor to price for Profit and attendance ONLY				
	ELECTRICAL INSTALLATION WORKS				
A	Allow for providing attendance to **Electrical Installation Works**				
B	Add Profit		%		
C	Add Attendance		SUM		
D	Allow for providing attendance to **Structured cabling and IP PABX, Audio Visual Installation Works and CCTV and Access Control Installation Works.**				
E	Add Profit		%		
F	Add Attendance		SUM		
G	Allow for providing attendance to **2 No. Lift Installation Works**				
H	Add Profit		%		
J	Add Attendance		SUM		
K	Allow for providing attendance to **Generator Installation Works**				
L	Add Profit		%		
M	Add Attendance		SUM		
	MECHANICAL INSTALLATIONS				
N	Allow for providing attendance to **Sanitary Fittings, Internal Plumbing, Drainage and Water Tank Installation Work.**				
P	Add Profit		%		
Q	Add Attendance		SUM		

	CARRIED TO COLLECTION				
Item	**Description**	**Q'ty**	**Unit**	**Rate**	**Amount KSh**
	MECHANICAL INSTALLATIONS CONT'D				
A	Allow for providing attendance to **Air Conditioning and Mechanical Ventilation and Server Room Installation Works.**				
B	Add Profit		%		
C	Add Attendance		SUM		
	OVERALL MANAGEMENT OF SPECIALIST CONTRACTORS				
	Contracts for specialists' works will be procured directly by the employer, hence the main contractor is advised to price for coordinating, superintending and supervision of all the specialists works				
D	Allow for management of all specialist contracts		SUM		
	CARRIED TO COLLECTION				
	COLLECTION				
	Brought forward from page 263				
	Brought forward from page 264				
	Brought forward from page ABOVE				
	TOTAL OF PRIME COST & PROVISIONAL SUMS CARRIED TO GRAND SUMMARY				

GRAND SUMMARY PAGE

PROPOSED CONSTRUCTION OF LIBRARY AT KAIMOSI FRIENDS UNIVERSITY COLLEGE

ITEM	DESCRIPTION	Page No.	FOR TENDERERS' USE ONLY	FOR OFFICIAL USE ONLY
			KSH	KSH
	GRAND SUMMARY			
A	PARTICULAR PRELIMINARIES	148		
B	GENERAL PRELIMINARIES	158		
C	BUILDERS WORK	249		
D	CIVIL WORKS	262		
E	PRIME COST & PROVISIONAL SUMS	265		
	TOTAL COST CARRIED TO FORM OF TENDER (V.A.T INCLUSIVE) KSH			

AMOUNT IN WORDS : KENYA SHILLINGS,……

……

TENDERER'S NAME .....

ADDRESS .....

DATE .....

TENDERER'S SIGNATURE .....

WITNESS'S NAME .....

ADDRESS .....

DATE .....

WITNESS SIGNATURE.....