### **SECTION 1**

#### **PRELIMINARIES**

#### **SPECIAL NOTES**

- The Contractor is required to check the numbers of the pages and should any be found to be missing or in duplicate or the figures or writing indistinct, they must inform the Quantity Surveyors at once and have the same rectified. Should the Contractor be in doubt about the precise meaning of any item, word or figure, for any reason whatsoever, or observe any apparent omission of words or figures they must inform the Quantity Surveyor in order that the correct meaning may be decided upon before the date for the submission of the Tender.
- No liability whatever will be admitted nor claim allowed in respect of errors in the Contractor's Tender due to mistakes in the Bills of Quantities which should have been rectified in the manner described above.
- Any doubt or obscurity as to the meaning or intention of any part of the tender documents, or any question arising, shall be taken up in writing, before submission of the tender so that the same can be clarified.
- 4 The Contractor shall not alter or otherwise qualify the text of these Bills of Quantities. Any alteration or qualification made without authority will be ignored and the text of the Bills of Quantities as printed will be adhered to.
- The Contractor shall be deemed to have made allowance in their prices generally to cover items of Preliminaries or additions to Prime Cost Sums or other items, if these have not been priced against the respective items.
- All items of measured work shall be priced in detail and tenders containing lump sums to cover trades or groups of work must be broken down to show prices for each item before they will be accepted.

  Lump sums to cover items of Preliminaries shall likewise be broken down if so required.
- 7 In no case will any expenses incurred by Contractors in preparation of this Tender be reimbursed.
- **8** The copyright of these Bills of Quantities is vested in the Quantity Surveyors and no part thereof may be reproduced without their express permission given in writing.
- The Contractor is solely responsible for the accurate ordering of materials in accordance with the Drawings and Architect's instructions and no claims for any loss or expense will be entertained for orders for materials based upon the Bills of Quantities.
- **10** The Bills of Quantities must be priced in US Dollar currency, i.e. US Dollars and Cents.
- **11** The tender documents must be priced in ink.

### **INDEX**

**SECTION NO. 1** PRELIMINARIES AND GENERAL DESCRIPTIONS

**SECTION NO. 2** MAIN ROAD STREETLIGHTS

SECTION NO. 3 GRAND SUMMARY

ITEM	DESCRIPTION	AMOUNT (U
	SECTION NO. 1	
	PRELIMINARIES AND GENERAL DESCRIPTIONS	
	PRELIMINARY PARTICULARS	
A	PARTIES	
	The "Employer" is INTERNATIONAL ORGANIZATION FOR MIGRATION	
	For the purpose of the works which are under the control of the consultants above, the respective consultants shall be deemed to be invested with the duties and be representatives of the Architect.	
В	SITE	
	The site is located on <b>QORYOLEY DISTRICT</b>	
	The site of the works shall be used solely for the purpose of executing and completing the Contract to the satisfaction of the Architect.	
	The Contractor shall obtain the Architect's approval for the siting of all temporary storage areas for materials.	
	The Contractors shall visit the site to acquaint themselves with its nature and position, the nature of the ground, sub- strata and other local conditions, position of power and water supplies, access roads or any other limitations, and no claims for extras will be considered on account of lack of knowledge in this respect.	
	The Contractor's attention is drawn to the fact that they shall confine themselves to the area necessary for executing the works as instructed by the Architect.	
	The contractor must obtain the Architect's approval and directions regarding the use of any materials found on the Site. Any such material utilized in the execution of the Contract shall be measured and value assessed by the Quantity Surveyor and the amount credited to the Employer.	

# **GENERAL MATTERS**

### A SUFFICIENCY OF TENDER

The Contractor shall be deemed to have satisfied themselves before tendering as to the correctness and sufficiency of their Tender for the Works and of the rates and prices stated in the priced Bills of Quantities, which rates and prices shall cover all their obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the Works.

### B STAMP CHARGES

The Contractor shall allow for the payment of all Stamp Charges in connection with the Surety Bond and Contract Agreement.

#### C DEFINITIONS AND ABBREVIATIONS

Terms used in these Bills of Quantities shall be interpreted as follows:

"Approved" shall mean approved by the Architect.

"as directed" shall mean as directed by the Architect or any other consultant in the contract.

"BS" Shall mean the current British Standard Specification published by the British

Standards Institution, 2 Park Street, London W.1, England.

"CM" shall mean Cubic Meters.

"SM" shall mean Square Meters.

"LM" shall mean Linear Meters.

"mm" shall mean Millimeters.

"Kg" shall mean Kilograms.

"No." shall mean Number.

"m.s" shall mean Measured separately.

"Ditto " shall mean as described before or as above described.

# D PROGRESS SCHEDULE

The Contractor shall, upon receiving instructions to proceed with the work, draw up a Time and Progress Schedule setting out the order in which the Works are to be carried out with the appropriate dates thereof. This Time and Progress Schedule is to be agreed with the Architect and no deviation from the order set out in this Schedule will be permitted without the written consent of the Architect. The Main Contractor will be responsible for arranging the above programme with all Sub-Contractors including the Nominated Sub-Contractors and Nominated Suppliers.

# E FIGURED DIMENSIONS

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 and/or buildings and agreed with the Contractor, irrespective of the comparable dimensions shown on the Drawings. The Contractor shall be responsible for the accuracy of such dimensions.

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# A PROVISIONAL WORK

All "provisional" and other work liable to adjustment under this Contract shall be left uncovered for a reasonable time to allow all measurements needed for such adjustment to be taken by the Quantity Surveyor. Immediately the work is ready for measurement, the Contractor shall give notice to the Quantity Surveyor.

If the Contractor makes default in these respects he shall, if the Architect so directs, uncover the work at his own expense to enable the measurements to be taken.

# B EXISTING SERVICES

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 they 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.

# C TRANSPORT TO AND FROM THE SITE

The Contractor shall include in their prices for the transport of materials, workmen, etc., to and from the Site of the proposed Works, at such hours and by such routes as are permitted by the Authorities.

#### D OVERTIME

The Contractor shall allow in their tender for any extra costs for overtime working they consider will be necessary in order to complete the works by the contract Date of Completion.

If during the course of the Contract overtime is worked for a specific purpose in accordance with a written instruction issued by the Architect, the Contractor will be reimbursed in respect of such overtime to the extent only of the additional net cost of unproductive time payable over and above the basic hourly rates as laid down by the Regulations of Wages and Conditions of Employment Act, Building and Construction Industry Wages council and excluding any bonuses, profits and overheads.

# E PUBLIC AND PRIVATE ROADS, PAVEMENTS, ETC.

The Contractor will be required to make good, at their own expense, any damage they may cause to the present road surfaces and pavements within or beyond the boundary of the Site, during the period of the Works. In particular, all existing trees, shrubs, plants, etc., which may be destroyed or damaged during the progress of the Works are to be made good by the Contractor to the approval of the Architect.

# F POLICE REGULATIONS

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

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### A CONTRACTORS' SUPERINTENDENCE

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. Such Agent or Representative shall receive on behalf of the Contractor, directions and instructions from the Architect and such directions and instructions shall be deemed given to the Contractor in accordance with the Conditions of Contract. The Agent shall not be replaced without the specific approval of the Architect.

It is to be a specific condition of this Contract that the successful Tenderer shall provide on site throughout the period from the completion of the substructure to the Date for Practical Completion a suitably qualified, experienced and competent person to ensure that the works are carried out to the standard required by the specification and detailed on the Drawings; and shall ensure that upon any termination of employment a suitable replacement is found.

Before the Tenderer's offer is accepted the Architect will personally interview the Contractor's proposed Representative. A curriculum vitae of past experience and qualifications must be provided for the Architect's scrutiny.

The Architect's decision will be final regarding the suitability of the proposed Representative.

#### B WATE

All water shall be fresh, clean and pure, free from earthy vegetable or organic matter, acid or alkaline substance in solution or suspension.

The Contractor shall provide at their own risk and cost all water for use in connection with the Works (including the work of Sub-Contractors). The Contractor shall provide at their own expense all temporary distribution pipes, storage tanks, meters, etc., and they shall clear away same upon completion of the Works.

### C LIGHTING AND POWER

The Contractor shall provide at their own risk and cost all artificial lighting and power for use on the Works, including all Sub-Contractors' and Specialists' requirements and including all temporary connections, wiring, fittings, etc., and clearing away on completion. The Contractor shall pay all fees and obtain all permits in connection therewith.

# D SAFETY

In particular there shall be proper provision of planked footways and guard-rails to scaffolding, etc.; protection against falling materials and tools and the Site shall be kept tidy and clear of dangerous rubbish.

The Architect shall be empowered to suspend work on the Site should he consider these conditions are not being observed, and no claim arising from such a suspension will be allowed.

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### A PROTECTIVE CLOTHING

The Contractor shall provide all protective or any other special clothing or equipment for their employees that may be necessary.

These shall include, inter-alia, safety helmets, gloves, goggles, earmuffs, gumboots, steel toed boots, overalls, etc according to the type of work. The Contractor shall ensure that all safety and protective gear are worn by all staff on site at all times

# **MATERIALS AND WORKMANSHIP**

#### B GENERALLY

All materials shall be new unless otherwise directed or permitted by the Architect and in all cases where the quality of goods or materials is not described or otherwise specified, is to be the best quality obtainable in the ordinary meaning of the word "best" and not merely a trade signification of that word.

All materials and workmanship shall, unless otherwise specified or described, conform to the appropriate Kenya Bureau of Standards or British Standards Institution Specification current at the date of tender.

The Contractor shall order all materials to be obtained from overseas immediately after the Contract is signed and shall also order materials to be obtained from local sources as early as necessary to ensure that such materials are on Site when required for use in the Works.

The Contractor shall be responsible for and shall replace or make good at their own expense any materials lost or damaged.

The Works throughout shall be executed by skilled workmen well versed in their respective trades.

### C REJECTED WORKMANSHIP OR MATERIALS

Any workmanship or materials not complying with the specific requirements or approved samples or which have been damaged, contaminated or have deteriorated, must immediately be removed from the Site and replaced at the Contractor's expense, as required.

# D PROPRIETARY MATERIALS

Where proprietary materials are specified herein-after the Contractor may propose the use of materials of other manufacture but equal quality for approval by the Architect.

All materials and goods, where specified to be obtained from a particular manufacturer or supplier are to be used or fixed strictly in accordance with their instructions.

# E SAMPLES

The Contractor shall furnish at the earliest possible opportunity before work commences and at his own cost, any samples of materials or workman-ship that may be called for by the Architect for his approval or rejection, and any further samples in the case of rejection until such samples are approved by the Architect and such samples, when approved, shall be the minimum standard for the work to which they apply.

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### A CONCRETE TESTS

Concrete test cubes I.e. per set of three as later described, including testing fees, labour and materials, making moulds, transport and handling etc.. and ensuing copies of tests are promptly dispatched to the Architect's and Quantity Surveyor's offices. Successful tests only (Provisional)

# **TEMPORARY WORKS**

# B SPACE AND SERVICES FOR THE ARCHITECT

The Contractor shall provide where directed within the site, site offices and clean toilet facilities for the sole use of the Architect and their representatives to the satisfaction of the Local Authorities. The offices shall be provided with adequate furniture and the contractor shall provide the services of a sweeper, pay all charges and keep the facilities in a clean and sanitary condition during the whole period of the Works. In particular, the Contractor is to note that the station will continue with operations during the period of the works and a separate office and store shall be provided for full time use by the station dealer. Equally, separate sanitary amenities shall be provided for the station staff to the satisfaction of the Architect and local authorities.

# C TELEPHONE

The Contractor shall provide a telephone connection to the town exchange for the period of the Works, and shall pay all fees and rental for the same. The telephone connection shall remain on site until completion of the works.

# D SANITATION

The Contractor shall make arrangements for the necessary toilet facilities for their staff and workmen to the requirements 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.

# E PLANT, TOOLS AND SCAFFOLDING

The Contractor shall provide all necessary hoists, tackle, plant, vehicles, tools and appliances of on every description for the due and satisfactory completion of the Works and shall remove same completion.

The Contractor shall provide, erect and maintain all temporary scaffolding, sufficiently strong and efficient for the due performance of the Works, including Sub-contract Works, provide special scaffolding as and when required during the Works and remove on completion and make good

Such scaffolding shall be constructed of tubular steel or timber of sufficient scantlings and be provided with planked footways and guard-rails to approval.

All such plant, tools and scaffolding shall comply with all regulations whether general or local, in force throughout the period of the Contract and shall be altered or adapted during the Contract as may be necessary to comply with any amendments in or additions to such regulations.

Scaffolding is not measured hereinafter, and the Contractor must allow here or in his rates for the above.

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### A EXISTING AND ADJACENT PROPERTY

The Contractor must take all steps necessary to safeguard existing and adjacent property, make good at their own expense any damage to persons or property caused thereon, and hold the Employer indemnified against any such claim arising.

The Contractor will be held fully responsible for the safety of the existing and adjacent buildings and for any damage caused in consequence of these Works. They must reinstate all damages at his own expense and indemnify the Employer against any loss.

The Contractor must take such steps and exercise such care and diligence as to minimize nuisance from dust, noise or any other cause to the occupiers of the existing and adjacent property.

#### B HOARDING

The Contractor shall enclose the site areas under which work is carried out, with 1.80 meter high barbed wire fence comprising treated blue gum poles at centres not exceeding 3.0meters and 6No barbed wire strands at equal spacing

The contractors attention is drawn to the fact that some areas of the site are already built up and shall be in use during the currency of this project. As such the contractor must allow for keeping his/her employees from interfering with such other users and preventing and minimizing any nuisance arising from dust, noise or by way of trespass.

Allow for Provisional length of 100 meters @\_\_\_\_\_(tenderer to insert rate and extend)

#### WATCHING AND LIGHTING

The Contractor shall provide at their risk and cost all watching and lighting as necessary to safeguard the Works, plant and materials against damage and theft.

### C SIGNBOARD

В

The Signboard and lettering on same for the display of the General and Sub-Contractors' names shall be of an approved size with the Employer's name painted thereon. The Architect's Quantity Surveyor's and other Consultants' names shall be printed in 50 mm letters all to the Architect's approved design. No other signboard or advertising will be permitted without prior permission from the Architect.

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# A PRIME COST RATES

Where description of items include a P.C. rate per unit this rate is to cover the net supply cost of the unit only. The Contractor's price must include for the cost of the unit at the rate stated, plus waste, taking delivery, storage, fixing in position, profit and overheads.

The actual net cost per unit will be adjusted within the Final Account against the P.C. rate stated.

### **PROTECTION AND CLEANING**

# B PROTECTION

The Contractor shall cover up 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.

### C CLEANING

The Contractor shall, upon completion of the Works, at their own expense, remove and clear away all surplus excavated 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 Architect, including clearing away and making good all traces of temporary access roads, offices, sheds, camps, etc. Particular care shall be taken to leave clean all floors and windows and to remove all paint and cement stains. They shall also, at the discretion of the Architect, remove all rubbish and dirt as it accumulates. The Contractor is to find their own dump and shall pay all charges in connection therewith.

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I	Contract and all matters and things necessa	nce of		
	Collection			
	Brought forward from Page	1/4		
	Brought forward from Page	1/5		
	Brought forward from Page	1/6		
	Brought forward from Page	1/7		
	Brought forward from Page	1/8		
	Brought forward from Page	1/9		
	Brought forward from Page	1/10		
	Brought forward from Page	1/11		ı
	TOTAL FOR SECTION 1: PRELIMINARII	ES AND GENERAL US\$		

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	RATE (US\$)	AMOUNT (US\$)
	GRANT NO.  PROPOSED QORYOLEY STREETLIGHTING  SECTION 2: MAIN ROAD STREETLIGHTS  ELEMENT NO. 1  SOLAR STREETLIGHTING LENGTH COVERED = 2 KM TOTAL LENGTH ASSESSED = 2 KM				
Α	Solar Streetlights  Supply solar panel lights packed with battery, light source socket, controller that regulates batteries and has a low voltage disconnect, light fixture, light fixture mounting bracket, battery box, and the entire solar lighting mounted to a pole, together with the accessories, cables, etc.	No	50		
В	Assemble solar panel lights packed with battery, light source socket, controller that regulates batteries and has a low voltage disconnect, light fixture, light fixture mounting bracket, battery box, and the entire solar lighting mounted to a pole, together with the accessories, cables, etc.	No	50		
С	Fix or install solar panel lights packed with battery, light source socket, controller that regulates batteries and has a low voltage disconnect, light fixture, light fixture mounting bracket, battery box, and the entire solar lighting mounted to a pole, together with the accessories, cables, etc.	No	50		
	TOTAL CARRIED TO THE END OF SECTION 2	US\$			

ITEM NO.		DESCRIPTION	UNIT	QUANTITY	RATE (US\$)	AMOUNT (US\$)
		RYOLEY STREETLIGHTING  AIN ROAD STREETLIGHTS  RY				
	ELEMENT NO	TITLE		<u>PAGE</u>		
	1	SOLAR STREETLIGHTING		2/1		
		CTION 2: DOLOW ROAD FOR NG CARRIED TO GRAND SUMMARY	US\$			

ITEM NO.	DESCRIPTION	PAGE	AMOUNT (US\$)
	GRANT NO.  PROPOSED OORYOLEY STREETLIGHTING  0		
	GRAND SUMMARY		
1	SECTION 1: PRELIMINARIES AND GENERAL DESCRIPTIONS	1/8	
2	SECTION 2: MAIN ROAD STREETLIGHTS	2/2	
	TOTAL AMOUNT CARRIED TO FORM OF TENDER	US\$	
	SIGNED:		
	(CONTRACTOR)	'	
	Address:		
	Tel No:		
	Date:		
	SIGNED:		
	(EMPLOYER )		
	Address:		 
	Tel No:		
	Date:		