

# SPECIFICATIONS AND BILLS OF QUANTITIES

**PROJECT:**  
PROPOSED EYE UNIT  
AT VIHIGA CONTY REFEREAL  
HOSPITAL  
(SHIPPING CONTAINER PREFAB)

**DEVELOPER:**  
SABATIA EYE HOSPITAL

**LOCATION:**  
MBALE, VIHIGA COUNTY

Prepared by:



**SABATIA EYE HOSPITAL**

**DATE: JANUARY, 2022**

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EMPLOYER: SABATIA EYE HOSPITAL  
 PROJECT: PROPOSED EYE UNIT AT VIHIGA COUNTY REFERRAL HOSPITAL (SHIPPING CONTAINER PREFAB)  
 JOB No.: 4016-BMZ-SABATIA-MYP  
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**A FORM OF TENDER**

SABATIA EYE HOSPITAL  
P.O BOX 214 – 50311  
WODANGA

**Dear Sir/Madam**

**PROPOSED EYE UNIT AT VIHIGA COUNTY REFERRAL  
HOSPITAL (SHIPPING CONTAINER PREFAB) MBALE, VIHIGA  
COUNTY**

Having examined the Schedules of Information, Bills of Quantities and Drawing for the execution of the above-named Works, we the undersigned offer to execute and complete such Works and remedy any defects therein in conformity with the Schedules of Information, Bills of Quantities and Drawings for the sum of Kshs.

\_\_\_\_\_

\_\_\_\_\_ (In words)

\_\_\_\_\_ (in figures).

We acknowledge that the Appendix to Form of Tender forms part of our Tender.

We undertake, if our Tender is accepted, to commence the Works within seven (7) days and to complete the whole of the Works comprised in the Contract within \_\_\_\_\_ consecutive calendar weeks from the Date of Possession

We agree that the Defects Liability Period shall be 6 months from the date of the Certificate of Practical Completion.

We agree to abide by this Tender for the period of **ninety days (90)** from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Unless and until a formal Agreement is prepared and executed this Tender, together with your written acceptance thereof, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any tender you may receive.

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**A FORM OF TENDER**

**BOND**

I/We, the undersigned, further undertake to provide a Surety Bond, and such Surety will, subject to approval, be the following:

NAME \_\_\_\_\_

ADDRESS: \_\_\_\_\_

I/We, agree that this Tender will remain valid for a period of 90 days from date of opening of Tenders.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Signature \_\_\_\_\_ in the capacity of \_\_\_\_\_

duly authorized to sign tenders for and on behalf of

---

**(CONTRACTOR'S NAME IN BLOCK CAPITALS)**

Address \_\_\_\_\_

Witness \_\_\_\_\_

Occupation \_\_\_\_\_

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**A FORM OF TENDER**

**FORM OF CONSENT FOR BOND**

In the event of \_\_\_\_\_

\_\_\_\_\_ (TENDERER) OF

\_\_\_\_\_ (ADDRESS)

Being awarded the contract for construction of **PROPOSED EYE UNIT AT VIHIGA COUNTY REFERRAL HOSPITAL (SHIPPING CONTAINER PREFAB) MBALE, VIHIGA COUNTY**

we will be prepared to provide a Surety Bond binding us to

**SABATIA EYE HOSPITAL**  
**P.O BOX 214 – 50311**  
**WODANGA**

TO the extent of **TEN** per centum (**10%**) of the tender submitted by

\_\_\_\_\_ (TENDERER)

Should \_\_\_\_\_ (TENDERER)

not be awarded the Contract it is understood that this offer will become null and void.

SIGNED: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

DATE: \_\_\_\_\_

**NOTE:**

*The Surety must be an Established Bank, Insurance Company or Fidelity Guarantee Corporation to the approval of the Developer*

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**APPENDIX TO FORM OF TENDER**

Amount of Surety (Performance Bond)	10% of the Contract Price
Minimum amount of third party insurance	Kshs. 500,000.00 per occurrence, with the number of occurrences unlimited
Percentage to Cover Professional Fees ( <i>for insurance purposes only</i> )	N/A
Period for Possession of Site	7 days of formal acceptance of tender
Period for Submission of Programme	submitted with tender
Penalties: Amount of liquidated damages	Kshs. 50,000.00 per calendar week
Limit of liquidated damages	Unlimited
Defects Liability Period	183 days
Percentage of invoice value of listed materials	70%
Percentage of Certified Value Retained	8%
Limit of Retention Fund	5.0% of Contract Value
Interval for Application of Payment Certificates	To be advised
Minimum Amount of Interim Certificates	To be advised
Time for Payment	To be advised
Period of Final Measurement and Valuation	Six (6) Months
Defects Liability Period	Six (6) Months for Building Works Six (6) Months for Civil Works

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Initials of Signatory of Tender

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 BILL No. 1:PRELIMINARIES AND GENERAL REQUIREMENTS

Item	Description	Unit	AMOUNT (KSH)
<b>A</b>	<b><u>PRELIMINARY PARTICULARS</u></b>		
<b>A1</b>	<b>PARTIES</b>		
	The "Employer" is <span style="float: right;">SABATIA EYE HOSPITAL P.O BOX 214 – 50311 WODANGA</span>		
	The "Partner" is <span style="float: right;">VIHIGA COUNTY REFERRAL HOSPITAL P.O BOX 106-50300 MARAGOLI</span>		
<b>A2</b>	<b>SITE</b>		
	The site is located at VIHIGA COUNTY REFERRAL HOSPITAL, MBALE.		
	The site of the works shall be used solely for the purpose of executing and completing the Contract to the satisfaction of the Partner.		
	The Contractor shall obtain the Partner approval for the siting of all temporary storage areas for materials.		

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BILL No. 1:PRELIMINARIES AND GENERAL REQUIREMENTS			
Item	Description	Unit	AMOUNT (KSH)
	<p>The Contractor 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.</p> <p>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 Partner.</p> <p>The contractor must obtain the Partner'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 Employer and the amount credited to the Employer. The Contractor shall provide for the supply and installation of a water meter next to the connection point.</p>		
<b>A3</b>	<p><b>ACCESS TO SITE</b></p> <p>Access to the site is shall be directed by the Partner</p>		
<b>A4</b>	<p><b>WORKING AND STORAGE SPACE</b></p> <p>Working and storage space will be confined to the area designated by the Partner within the plot boundary.</p>		
<b>A5</b>	<p><b>DESCRIPTION OF THE MAIN CONTRACT WORKS</b></p> <p><u>Eye unit (shipping container prefab)</u></p> <p>Substructure  <i>Superstructure</i></p> <p>Construction shall mainly consist of two prefabricated 40 feet containers fitted with a roof and sitting on a prepared base.          Roof structure shall be in steel with prepainted matt finish-elegantile roof covering.          External wall shall be lined with chipboard/gypsum board. Internal wall shall be Alluminium and laminated MDF partitions. Floor finishes are mainly ceramic tiles.Ceilings are Gypsum lining.          Windows are Glazed aluminium, Sliding.. Doors are mainly Glazed Steel casement, and Wooden doors.          Civil works will involve PCC paving slabs. Provision is made for connecting to the sewer treatment plant.</p>		

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BILL No. 1: PRELIMINARIES AND GENERAL REQUIREMENTS			
Item	Description	Unit	AMOUNT (KSH)
<b>A6</b>	<p><b>DRAWINGS</b></p> <p>The Drawings used in preparing the Bills of Quantities are scheduled in Annex "1" of these Bills. Drawings may be inspected at the offices of the Partner by prior appointment</p>		
<b>B</b>	<p><b><u>CONTRACT PARTICULARS</u></b></p> <p>The Contractor will be required to enter into a Contract which will be the current Form of Agreement and Conditions of Contract for Building Works published by the Joint Building Council of Kenya (1999 Edition, with Quantities) excepting in so far as varied hereafter.</p> <p>The Contractor's attention is called to the following Clauses of the Conditions of Contract which shall be read as incorporated herein and they shall allow any sums which they consider necessary for the carrying out and observance of such Conditions.</p>		
<b>B1</b>	<p><b>Clause 1</b>                      Definitions.</p>		
<b>B2</b>	<p><b>Clause 2</b>                      Articles of Agreement.</p>		
<b>B3</b>	<p><b>Clause 3</b>                      General Obligations of the Employer.</p>		
<b>B4</b>	<p><b>Clause 4</b>                      General Obligations of the Contractor.</p>		
<b>B7</b>	<p><b>Clause 7</b>                      Contract Documents.</p>		
<b>B8</b>	<p><b>Clause 8</b>                      Contract Bills and Contract Price.</p>		
<b>B9</b>	<p><b>Clause 9</b>                      Contractor's Site Agent and Other Staff.</p>		
<b>B10</b>	<p><b>Clause 10</b>                      Clerk-of-Works.</p>		
<b>B11</b>	<p><b>Clause 11</b>                      Liability against Injury to Persons and Property.</p>		
<b>B12</b>	<p><b>Clause 12</b>                      Insurance against Injury to Persons and Property.</p> <p>The Contractor shall effect and maintain the following insurances as required by Clause 12.1.1 and 12.1.2 and shall allow for all costs thereof:</p> <p>(i) Employers' Liability (Workmen's Compensation).</p> <p>(ii) Third Party (Public Liability) for an Indemnity of not less than Shs. 500,000:00 for any one accident or series of accidents arising from the same event (unlimited in aggregate).</p>		

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**BILL No. 1:PRELIMINARIES AND GENERAL REQUIREMENTS**

Item	Description	Unit	AMOUNT (KSH)
	Should the Contractor already hold annual Insurance covering the whole of their activities, and the Indemnity required under this Contract exceeds the Indemnity under the existing policy/ies, then further insurance shall be effected and maintained to cover such excess.		
	The Contractor shall ensure that all Sub-Contractors effect and maintain such insurances as are necessary to cover their liabilities in respect of injury to persons and property and Workmen's Compensation.		
<b>B13</b>	<b>Clause 13</b> Insurance of the Works (Contractor's Liability).		
<b>B14</b>	<b>Clause 14</b> Insurance of the Works (Employer's Liability).		
<b>B15</b>	<b>Clause 15</b> Insurance of Works (Works of Alteration etc).		
	<b>Insurance of the Works against Fire, etc. Alternative Clauses (14) will be deleted.</b>		
<b>B16</b>	<b>Clause 16</b> Performance Bond.		
	<b>Section 16.2 of clause 16 will be deleted.</b>		
<b>B17</b>	<b>Clause 17</b> Compliance with Regulations, Notices etc.		
<b>B18</b>	<b>Clause 18</b> Programme of Works.		
<b>B19</b>	<b>Clause 19</b> Access to the Works.		
<b>B20</b>	<b>Clause 20</b> Possession of Site and Commencement of Works.		
<b>B21</b>	<b>Clause 21</b> Levelling and Setting Out.		
<b>B23</b>	<b>Clause 23</b> Specification of Goods, Materials and Workmanship.		
<b>B24</b>	<b>Clause 24</b> Samples and Tests.		
<b>B25</b>	<b>Clause 25</b> Royalties and Patent Rights.		
<b>B26</b>	<b>Clause 26</b> Assignment.		
<b>B27</b>	<b>Clause 27</b> Subletting.		
<b>B28</b>	<b>Clause 28</b> Suspension of the Works by the Architect.		
<b>B29</b>	<b>Clause 29</b> Suspension of the Works by the Contractor.		

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BILL No. 1: PRELIMINARIES AND GENERAL REQUIREMENTS			
Item	Description	Unit	AMOUNT (KSH)
B30	<p><b>Clause 30</b> Variations.</p> <p><b>Daywork Rates:</b> Any Daywork ordered under Sub-Clause (4)(c) of last Clause shall be executed at the following rates:-</p> <p><b>Labour:</b> The Prime Cost to which * ____ per centum shall be added.</p> <p><b>Materials:</b> The Prime Cost (delivered to Site) to which * ____ per centum shall be added.</p> <p><b>Plant:</b> The Net Hire Charge to which * ____ per centum shall be added.</p> <p>These percentage additions shall cover all insurances, use of small tools and non-mechanical plant, sharpening tools, water, supervision, watching, lighting, establishment and overhead charges and profit.</p> <p>Dayworks will be allowed only where specifically ordered by the employer in writing.</p>		
B33	<p><b>Clause 33</b> Works by Other Persons engaged by The Employer.</p>		

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Item	Description	Unit	AMOUNT (KSH)
<b>B34</b>	<p><b>Clause 34</b>                      Payments</p> <p>At the intervals stated, Certificates shall be issued provided the amounts of such Certificates are considered reasonable by the Employer, in accordance with the value of the Contract. When applying for a Certificate, the Contractor shall furnish the Employer with a detailed approximate statement of the value of the work executed and all materials on Site in order to expedite the issue of the Certificate.</p> <p>Subsequent Certificates will not be issued to the Contractor by the Employer until satisfactory proof has been given by the Contractor that Nominated Sub-Contractors have been paid the amounts included for them in previous Certificates issued to the Contractor.</p> <p style="text-align: center;"><b>Section 34.15 of clause 34 shall be deleted</b></p>		
<b>B35</b>	<p><b>Clause 35</b>                      Fluctuations.</p> <p><b>Sub-Clauses 35.3 to 35.8 (inclusive) will be deleted.</b></p>		
<b>B36</b>	<p><b>Clause 36</b>                      Extension of Time.</p>		
<b>B37</b>	<p><b>Clause 37</b>                      Loss and Expense caused by Disturbance of Regular Progress of The Works.</p>		
<b>B38</b>	<p><b>Clause 38</b>                      Termination of the Contract by the Employer.</p>		
<b>B39</b>	<p><b>Clause 39</b>                      Termination of the Contract by the Contractor.</p>		
<b>B40</b>	<p><b>Clause 40</b>                      Termination of the Contract by either Party.</p>		
<b>B41</b>	<p><b>Clause 41</b>                      Practical Completion and Defects Liability.</p>		
<b>B42</b>	<p><b>Clause 42</b>                      Sectional Completion.</p>		
<b>B43</b>	<p><b>Clause 43</b>                      Damages for Delay in Completion.</p>		
<b>B44</b>	<p><b>Clause 44</b>                      Antiquities and Other Objects of Value.</p>		
<b>B45</b>	<p><b>Clause 45</b>                      Settlements of Disputes.</p>		

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BILL No. 1:PRELIMINARIES AND GENERAL REQUIREMENTS			
Item	Description	Unit	AMOUNT (KSH)
<b>C</b>	<b><u>GENERAL MATTERS</u></b>		
<b>C1</b>	<b>SUFFICIENCY OF TENDER</b>  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>C2</b>	<b>STAMP CHARGES</b>  The Contractor shall allow for the payment of all Stamp Charges in connection with the Surety Bond and Contract Agreement.		
<b>C3</b>	<b>DEFINITIONS AND ABBREVIATIONS</b>  Terms used in these Bills of Quantities shall be interpreted as follows:  Approved shall mean approved by the Employer.  "as directed" shall mean as directed by the Employer.  "B.S." Shall mean the current British Standard Specification published by the British Standards Institution, 2 Park Street, London W.1., England.  "C.M." shall mean Cubic Metres.  "S.M." shall mean Square Metres.  "L.M." shall mean Linear Metres.  "mm" shall mean Millimetres.  "Kg." shall mean Kilogrammes.  "No." shall mean Number.		
<b>C4</b>	<b>PROGRESS SCHEDULE</b>  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 Employer and no deviation from the order set out in this Schedule will be permitted without the written consent of the Employer. The Contractor will be responsible for arranging the above programme with all Sub-Contractors including the Nominated Sub-Contractors in any.		

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<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>AMOUNT (KSH)</b>
<b>C5</b>	<p><b>FIGURED DIMENSIONS</b></p> <p>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.</p>		
<b>C6</b>	<p><b>PROVISIONAL WORK</b></p> <p>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 Partner. Immediately the work is ready for measurement, the Contractor shall give notice to the Employer.</p> <p>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.</p>		
<b>C7</b>	<p><b>EXISTING SERVICES</b></p> <p>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.</p>		
<b>C8</b>	<p><b>TRANSPORT TO AND FROM THE SITE</b></p> <p>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.</p>		
<b>C9</b>	<p><b>OVERTIME</b></p> <p>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.</p> <p>If during the course of the Contract overtime is worked for a specific purpose in accordance with a written instruction issued by the Employer, 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.</p>		



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<b>C10</b>	<p><b>PUBLIC AND PRIVATE ROADS, PAVEMENTS, ETC.</b></p> <p>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 Employer.</p>		
<b>C11</b>	<p><b>POLICE REGULATIONS</b></p> <p>The Contractor is to allow for complying with all instructions and regulations of the Police Authorities.</p>		
<b>C12</b>	<p><b>CONTRACTORS' SUPERINTENDENCE</b></p> <p>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 Employer 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 Employer.</p> <p>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.</p> <p>Before the Tenderer's offer is accepted the Employer will personally interview the Contractor's proposed Representative. A curriculum vitae of past experience and qualifications must be provided for the Employer's scrutiny.</p> <p>The Employers's decision will be final regarding the suitability of the proposed Representative.</p>		
<b>C13</b>	<p><b>WATER</b></p> <p>All water shall be fresh, clean and pure, free from earthy vegetable or organic matter, acid or alkaline substance in solution or suspension.</p> <p>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.</p>		

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BILL No. 1: PRELIMINARIES AND GENERAL REQUIREMENTS			
Item	Description	Unit	AMOUNT (KSH)
<b>C14</b>	<p><b>LIGHTING AND POWER</b></p> <p>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.</p>		
<b>C15</b>	<p><b>SAFETY</b></p> <p>The Contractor shall comply at all times with the requirements of the Factory Act (Cap 514), Building Construction Rules, Supplement 18, Legal Notice No. 40 dated 5th April, 1984 ensure that the safety of their workpeople and authorised visitors to the Site is protected at all times. 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.</p> <p>The Contractor shall appoint a Safety Officer as required by the Factory Act and notify the Factory Inspector of his name. The Safety Officer shall be qualified in compliance with the Factory Act and shall have experience in First Aid. The Safety Officer shall be on site at all times and all directions given by the Architect to the Safety Officer shall be deemed to be Architect's Instructions, and shall be complied with promptly without additional cost to the contract.</p> <p>The Employer 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.</p>		
<b>C16</b>	<p><b>PROTECTIVE CLOTHING</b></p> <p>The Contractor shall provide all protective or any other special clothing or equipment for their employees that may be necessary.</p> <p>These shall include, inter-alia, safety helmets, gloves, goggles, earmuffs, gumboots, steel toed boots, overalls, etc and protective gear are worn by all staff on site at all times</p>		
<b>D</b>	<p><b><u>MATERIALS AND WORKMANSHIP</u></b></p>		
<b>D1</b>	<p><b>GENERALLY</b></p> <p>All materials shall be new unless otherwise directed or permitted by the Employer and in all cases where the quality of goods or materials is not described or otherwise specified, is to be the best quality obtainable in the ordinary meaning of the word "best" and not merely a trade signification of that word.</p> <p>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.</p>		

**EMPLOYER:** SABATIA EYE HOSPITAL  
**PROJECT:** PROPOSED EYE UNIT AT VIHIGA COUNTY REFERRAL HOSPITAL (SHIPPING CONTAINER PREFAB)  
**JOB No.:** 4016-BMZ-SABATIA-MYP  
**LOCATION:** MBALE, VIHIGA COUNTY  
**DATE:** JANUARY 2022

<b>BILL No. 1: PRELIMINARIES AND GENERAL REQUIREMENTS</b>			
<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>AMOUNT (KSH)</b>
	<p>The Contractor shall order all materials to be obtained from outside Vihiga County immediately after the Contract is signed and shall also order materials to be obtained from local sources as early as necessary to ensure that such materials are on Site when required for use in the Works.</p> <p>The Contractor shall be responsible for and shall replace or make good at their own expense any materials lost or damaged.</p> <p>The Works throughout shall be executed by skilled workmen well versed in their respective trades.</p>		
<b>D2</b>	<p><b>REJECTED WORKMANSHIP OR MATERIALS</b></p> <p>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.</p>		
<b>D3</b>	<p><b>PROPRIETARY MATERIALS</b></p> <p>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 Employer.</p> <p>All materials and goods, where specified to be obtained from a particular manufacturer or supplier are to be used or fixed strictly in accordance with their instructions.</p>		
<b>D4</b>	<p><b>SAMPLES</b></p> <p>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 Employer for his approval or rejection, and any further samples in the case of rejection until such samples are approved by the Employer and such samples, when approved, shall be the minimum standard for the work to which they apply.</p>		

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**JOB No.:** 4016-BMZ-SABATIA-MYP  
**LOCATION:** MBALE, VIHIGA COUNTY  
**DATE:** JANUARY 2022

<b>BILL No. 1: PRELIMINARIES AND GENERAL REQUIREMENTS</b>			
<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>AMOUNT (KSH)</b>
<b>E</b>	<b><u>TEMPORARY WORKS</u></b>		
<b>E1</b>	<p><b>SANITATION</b></p> <p>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.</p>		
<b>E2</b>	<p><b>PLANT, TOOLS AND SCAFFOLDING</b></p> <p>The Contractor shall provide all necessary hoists, tackle, plant, vehicles, tools and appliances of every description for the due and satisfactory completion of the Works and shall remove same on completion.</p> <p>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.</p> <p>Such scaffolding shall be constructed of tubular steel or timber of sufficient scantlings and be provided with planked footways and guard-rails to approval.</p> <p>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.</p> <p>Scaffolding is not measured hereinafter, and the Contractor must allow here or in his rates for the above.</p>		

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 JOB No.: 4016-BMZ-SABATIA-MYP  
 LOCATION: MBALE, VIHIGA COUNTY  
 DATE: JANUARY 2022

BILL No. 1:PRELIMINARIES AND GENERAL REQUIREMENTS			
Item	Description	Unit	AMOUNT (KSH)
<b>E3</b>	<p><b>EXISTING AND ADJACENT PROPERTY</b></p> <p>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.</p> <p>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 their own expense and indemnify the Employer against any loss.</p> <p>The Contractor must take such steps and exercise such care and diligence as to minimise nuisance from dust, noise or any other cause to the occupiers of the existing and adjacent property.</p>		
<b>E8</b>	<p><b>WATCHING AND LIGHTING</b></p> <p>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.</p>		
<b>F</b>	<p><b><u>NOMINATED SUB-CONTRACTORS AND SUPPLIERS</u></b></p> <p>(See also under FORM OF CONTRACT Clauses 31 and 32)</p>		
<b>F1</b>	<p><b>NOMINATED SUB-CONTRACTORS</b></p> <p>The Contractor shall be responsible for Nominated Sub- Contractors in every respect and in particular it shall be the Contractor's responsibility to ensure that each Sub- Contractor commences and completes the work in such manner and is ready on the Site with their materials, labour and special plant at such times so as to conform with the Progress Schedule, as specified previously, and to ensure satisfactory progress.</p> <p>The Contractor shall also accept liability for and bear the cost of General Attendance on Nominated Sub-Contractors which shall be deemed to include for:</p>		

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**PROJECT:** PROPOSED EYE UNIT AT VIHIGA COUNTY REFERRAL HOSPITAL (SHIPPING CONTAINER PREFAB)  
**JOB No.:** 4016-BMZ-SABATIA-MYP  
**LOCATION:** MBALE, VIHIGA COUNTY  
**DATE:** JANUARY 2022

<b>BILL No. 1: PRELIMINARIES AND GENERAL REQUIREMENTS</b>			
<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>AMOUNT (KSH)</b>
	<p>Allowing the use of standing scaffolding, maintenance and alteration of all scaffolding, retention of all scaffolding until such time as all relevant Sub-Contractors' works are complete and removal of all scaffolding on completion. Providing space for office accommodation, and for storage of plant and materials; allowing use of sanitary accommodation; the supply of all necessary water, and lighting; and clearing away all rubbish.</p> <p>The items for "General Attendance" given herein-after following P.C. Sums in respect of Sub-Contractors' work shall be deemed to include all the above.</p> <p>The Contractor shall also accept liability for and bear the cost of Special Attendance on Nominated Sub-Contractors which shall include for one or more of the following:</p> <p>Unloading, storing, hoisting, placing in position, providing power, provision of special scaffolding.</p> <p>The items of "Special Attendance" given herein-after following P.C. Sums shall include any one or more of the above items as set out in the particular reference.</p> <p>Cutting away for and making good after the work of Sub- Contractors as may be required will be priced and allowed for separately under Builder's work to the Specialist trade.</p>		
<b>F2</b>	<p><b>NOMINATED SUPPLIERS</b></p> <p>The Cost of "Fix Only" materials to be obtained from Nominated Suppliers which are covered by Prime Cost or Provisional Sums shall include for taking delivery where directed, checking with invoices or indents, reporting and claiming damages for shortages and damaged goods, defraying demurrage, signing for as having been received in good order, transporting, unloading, storing, covering and protecting until the time of fixing, unpacking, replacing anything lost or damaged, sorting, assembling, hoisting to required levels and fixing as described.</p> <p>Before placing any orders with Nominated Sub-Contractors or Nominated Suppliers the Contractor must ascertain that the terms and conditions of the quotations and the dates of delivery of materials or execution of works comply with the terms of Contract and the Progress Schedule.</p>		
<b>F3</b>	<p><b>PRIME COST RATES</b></p> <p>Where description of items include a P.C. rate per unit this rate is to cover the nett 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.</p> <p>The actual nett cost per unit will be adjusted within the Final Account against the P.C. rate stated.</p>		

EMPLOYER: SABATIA EYE HOSPITAL  
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 LOCATION: MBALE, VIHIGA COUNTY  
 DATE: JANUARY 2022

BILL No. 1:PRELIMINARIES AND GENERAL REQUIREMENTS			
Item	Description	Unit	AMOUNT (KSH)
<b>G</b>	<b><u>PROTECTION AND CLEANING</u></b>		
<b>G1</b>	<b>PROTECTION</b>  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.		
<b>G2</b>	<b>CLEANING</b>  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.		
	<b><u>OTHER REQUIREMENTS</u></b>		
<b>H</b>	<b>CONTINGENCIES</b>  Provide the Provisional Sum for Contingencies as indicated in the summary page to be omitted or expended in whole or in part at the discretion of of the Employer		
<b>I</b>	<b>LITHOGRAPHIC CHARGES</b>  Provide the Provisional Sum of Shillings..... for lithographic charges to be paid by the Contractor to the Quantity Surveyor		
<b>J</b>	<b>TRAINING LEVY</b>  The Contractor's attention is drawn to Legal Notice No. 237 of October 1971, which requires payment by the Contractor of Training Levy on all Contracts of more than Shs.50,000/- in value and his Tender must include for all costs arising or resulting therefrom.		
<b>K</b>	<b>VALUE ADDED TAX</b>  The Contractor's attention is drawn to the Finance Act 1993 which requires payment by the contractor of Value Added Tax on construction services rendered. The contractor shall allow for the requirements of this tax <b><u>IN SPACE PROVIDED IN THE SUMMARY PAGE.</u></b>		
<b>L</b>	<b>OCCUPATION CERTIFICATE</b>  The Contractor shall be responsible for obtaining the Occupation Certificate from the relevant Authorities and shall allow for all processes and procedures for expeditiously obtaining the same.		

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**JOB No.:** 4016-BMZ-SABATIA-MYP  
**LOCATION:** MBALE, VIHIGA COUNTY  
**DATE:** JANUARY 2022

**BILL No. 1:PRELIMINARIES AND GENERAL REQUIREMENTS**

Item	Description	Unit	AMOUNT (KSH)
<b>M</b>	<b>STANDARDS LEVY</b>  The Contractor's attention is drawn to Legal Notice No. 267 of 22nd June 1990, which requires payment by the Contractor of Standards Levy. his Tender must include for all costs arising or resulting therefrom.		
<b>N</b>	<b>OTHER STATUTORY OBLIGATIONS, NOTICES, FEES AND CHARGES</b>  Not withstanding any other statutory obligations, notices, fees and charges not listed above, the contractor shall allow in his tender for all such costs incurred in complying with all statutory requirements and payment of all leviers currently in force and affecting the construction industry.		



Item	Description	Unit	AMOUNT (KSH)
	<b><u>SUMMARY</u></b>		
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<b><i>Main Works-Container Prefab Eye Unit</i></b>	
	<i>Provisional Sums</i>
	<i>Grand Summary</i>

PROJECT: PROPOSED EYE UNIT AT VIHIGA COUNTY REFERRAL HOSPITAL (SHIPPING CONTAINER PREFAB)  
 JOB No.: 4016-BMZ-SABATIA-MYP  
 LOCATION: MBALE, VIHIGA COUNTY  
 DATE: DECEMBER 2021  
 BILL No. 2: CONTAINER PREFAB EYE UNIT

Item	Description	Unit	Quantity	Rate	Amount (Ksh)
<b><u>ELEMENT NO. 1 - SUBSTRUCTURES</u></b>					
<b><u>(ALL PROVISIONAL)</u></b>					
<b><u>Note:</u></b>					
<i><u>Excavations including maintaining and supporting sides and keeping free from water, mud and fallen material</u></i>					
<i><u>Tenderer's to note Working space is not allowed for when pricing excavations</u></i>					
A	A Mass excavation to remove vegetable soil, average height 150mm thick	SM	130		
B	Excavate foundation footing not exceeding 1200mm deep. Excavation to reduced level, maximum depth 300mm (remove mud layer over rock)	CM	76		
C	Return, fill and ram selected soil in foundations	CM	45		
D	Remove surplus spoil from site to a Owned dumping site or else directed by the partner	CM	85		
<i><u>Hardcore or other approved filling, as described</u></i>					
E	300 mm Thick hardcore of approved inert material: well watered and compacted in 125 mm thick (maximum) layers	SM	128		
F	50 mm Thick approved quality murrum blinding to surfaces of hardcore	SM	128		
<i><u>Anti-termite treatment</u></i>					
G	Premise 200 SC anti-termite chemical treatment: applied by approved professional pest control specialist: applied strictly in accordance with the manufacturer's instructions: 10 year guarantee	SM	128		
<i><u>Formwork</u></i>					
H	Sawn formwork: to Edges: ground floor slab 75 - 150 mm girth	LM	56		
<i><u>Mass concrete mix (1:3:6):in:</u></i>					
I	50 mm Thick blinding to strip foundations	CM	10		
<i><u>Reinforced concrete class 20/20 (mix 1:2:4) : vibrated:</u></i>					
<i><u>in:-</u></i>					
J	BRC Mesh: Mesh fabric reinforcement complying with B. S 4483 Ref A142 embedded in floor slab (measured net with no allowance for minimum of 225mm. laps) including tying wire and supporting as required	SM	128		
<b>Substructures</b>		<b>Total Carried To Summary</b>			

PROJECT: PROPOSED EYE UNIT AT VIHIGA COUNTY REFERRAL HOSPITAL (SHIPPING CONTAINER PREFAB)  
 JOB No.: 4016-BMZ-SABATIA-MYP  
 LOCATION: MBALE, VIHIGA COUNTY  
 DATE: DECEMBER 2021  
 BILL No. 2: CONTAINER PREFAB EYE UNIT

Item	Description	Unit	Quantity	Rate	Amount (Ksh)
	<b><u>ELEMENT NO. 2 - SUPERSTRUCTURE</u></b>				
	<b><u>INTERMODAL HIGH CUBE SHIPPING CONTAINERS</u></b>				
A	Supply and deliver on site and fix to position high cubical shipping container 40ft in length and 8ft width on to concrete floor slab	NO.	2		
	<b><u>WALLING AND PARTITIONS</u></b>				
	<u>Gypsum walling</u>				
B	Metal stud partition comprising of 50mmx25mmx1.5mm thick metal studs and channels, both faces lined with two layers 12.5mm of plasterboard with taped joints, polythene acoustic sealant and skim coat finish. 80mm partition up to 2400mm high.	SM	412		
	<u>Steel frame Partition</u>				
C	Supply, fabricate and fix 50mmx50mmx1.5mm thick SHS frame partitions till 2400mm height; providing and fixing of 12.5mm thick gypsum board partitions	SM	98		
	<u>Aluminium MDF Partitioning</u>				
D	Supply and fix new aluminium partitioning half MD, half glass	SM	25		
	<b><u>ROOF STRUCTURE</u></b>				
E	supply fabricate and fix roof structure to include roof MS trusses, purlins, pre-painted 30-gauge iron sheet cover, fascia and rain water goods	SM	155		
	<u>Ceiling</u>				
F	9mm thick Suspended gypsum plasterboard ceiling: taped and filled joints: on and including proprietary pressed metal branding system; measure over light fittings; including all cutting and trimming to light fittings; columns and curved surfaces; finish to horizontal ceilings, sloping ceilings, sloping ceilings and bulkheads; with rounded, sanded edges	SM	140		
	<b><u>FINISHES</u></b>				
	<u>Painting and decoration</u>				
	<u>Prepare and apply three coats first quality silk vinyl emulsion paint on: -</u>				
G	Plastered gypsum walls internally	SM			
H	Plastered gypsum boards ceilings	SM			
I	Provision for windows including glazing, accessories and fittings as specified	Item			
<b>Carried to Collection</b>					



PROJECT: PROPOSED EYE UNIT AT VIHIGA COUNTY REFERRAL HOSPITAL (SHIPPING CONTAINER PREFAB)  
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 BILL No. 2: CONTAINER PREFAB EYE UNIT

Item	Description	Unit	Quantity	Rate	Amount (Ksh)
	<b><u>MAIN SUMMARY</u></b>				
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**PROJECT: PROPOSED EYE UNIT AT VIHIGA COUNTY REFERRAL HOSPITAL (SHIPPING CONTAINER PREFAB)**  
**JOB No.: 4016-BMZ-SABATIA-MYP**  
**LOCATION: MBALE, VIHIGA COUNTY**  
**DATE: DECEMBER 2021**  
**BILL No. 3: PROVISIONAL SUMS**

Item	Description	Unit	Quantity	Rate	Amount (Ksh)
	<b><u>PROVISIONAL SUMS</u></b>				
	<b><u>BUILDERS WORKS</u></b>				
1	Soft Landscaping	Sum	1	10,000	10,000
<b>Total Carried To Summary</b>					



	<i>Contents Page</i>
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**PROJECT: PROPOSED EYE UNIT AT VIHIGA COUNTY REFERRAL HOSPITAL (SHIPPING CONTAINER PREFAB)**  
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**DATE: DECEMBER 2021**  
**BILL No. 5: PROVISIONAL SUMS**  
**GRAND SUMMARY**

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<b>SUB-TOTAL A</b>		<b>Kshs</b>	
<b>LESS DISCOUNT OFFERED [Net on builders works]</b>		<b>Kshs</b>	
<b>SUB-TOTAL B</b>		<b>Kshs</b>	
<b><u>Add:</u> CONTIGENCIES AS INDICATED</b>		<b>Kshs</b>	<b>20,000</b>
<b>SUB-TOTAL C</b>		<b>KSH</b>	
<b><u>Add:</u> VAT [16% OF SUB-TOTAL C]</b>		<b>KSH</b>	
<b>TOTAL CARRIED FORWARD TO FORM OF TENDER</b>		<b>KSH</b>	