

CONTRACT

Between

**THE PROJECT MANAGEMENT COMMITTEE AND THE
CONTRACTOR**

FOR

THE PROPOSED CONSTRUCTION OF POLICE

HEADQUARTERS

AT

OTONGLO

**CONTRACT AGREEMENT BETWEEN THE PROJECTS
MANAGEMENT COMMITTEE AND THE CONTRACTOR**

**FOR
THE PROPOSED CONSTRUCTION
POLICE HEADQUARTERS
AT
OTONGLO**

Prepared by

Kisumu WEST TIG-CDF

Funded by

Kisumu West CDF

DRAFT CONTRACT BETWEEN THE PROJECT MANAGEMENT

COMITTEE AND THE CONTRACTOR

Contents

- Section 1 Articles of Agreement
- Section 2 General Information
- Section 3 Standard Conditions of Contract

SECTION 1

CONTRACT AGREEMENT

ARTICLES OF AGREEMENT MADE THE 17 day of 05 2022

BETWEEN POLICE HQ DIOGALO

(Hereinafter called "The Project Management Committee") of the one part and MURRAH
CONSTRUCTION COMPANY LTD

of (or whose office is situated at) _____ (hereinafter called "The Contractor") of the other part.

WHEREAS the Project Management Committee is desirous of the offices and its supporting infrastructure (hereinafter called the Works) constructed in accordance with the drawings and specifications approved by the Public Works Office and in accordance with the General Information at Section 2 and the General Conditions of Contract at Section 3.

AND WHEREAS the Contractor has submitted his offer dated 17 day of 05 2022

Offering to complete and maintain the Works upon the said conditions and in accordance with the Drawings and Specifications.

AND WHEREAS the Project Management Committee has accepted the Contractor's offer conveyed in the said tender.

NOW IT IS HEREBY AGREED AS FOLLOWS:

17-05-

17-12-

(1) For the consideration hereinafter mentioned, the Contractor shall complete and maintain the Works subjected to the said Conditions of Contract and in accordance with the Drawings and Specifications.

(2) The Project Management Committee will pay the Contractor the sum of (Kshs 16,473,500(Sixteen million four hundred and seventy three thousand five hundred only)

Payment schedule

1. Builders works	Kshs. 14,393,500
2. Public works.....	Kshs 300,000
3. PMC	Kshs 180,000
4. Contingency.....	Kshs 300,000
5. Electrical works	Kshs 800,000
6. Mechanical works	Kshs 500,000

Totals

Kshs 16,473,500

IN WITNESS hereof the parties have signed in the presence of the subscribing witness,

Signed for and on behalf of the Project Management Committee by:

PMC Secretary

In the presence of:

ALBERT CALVIN OTIENO — *[Signature]*

PMC Chairman

WILLIS O. UTTE — *[Signature]*

Contractor

In the presence of:

NAPHTALI M. OCHUMU — *[Signature]*

F.A.M

ELIJAH AKUMU WIERE — *[Signature]*

NG CDF CHAIRMAN



SECTION 2

GENERAL INFORMATION

2.1 This draft of a contract between the Project Management Committee and the Contractor is intended to be used for the completion of the works which are within the scope of the Building Guidelines. Buildings outside the scope of the Building Guidelines are more complicated and any agreement between the Project Management Committee and the Contractor should be made using the standard agreements drafted by the major architectural and engineering institutions of the Kenya.

2.2 A standard contract for the works will contain drawings and specifications as approved by the Public Works Office, General Conditions for the execution of the Works which include the works itself.

2.3 This draft assumes that:

2.3.1 A person (the Project Management Committee) wishes to carry out works and has purchased or owns land suitable for the construction of a building.

2.3.2 A designer has been engaged by the Project Management Committee to draw up plans for the building.

2.3.3 The plans drawn are in accordance with the requirements of the Public Works Office and the relevant Regulations in all respects, and include adequate information on items such as the structure of the building, electricity, plumbing, septic tank, drainage, water cistern and guttering, access roadways, landscaping and descriptions of the materials to be used. The contractor will be required to plant 100 assorted seedlings as an environmental factor and to maintain the plants for the period the works will be on-going.

2.3.4 The plans include adequate information (specifications) on the materials to be used so that the Project Management Committee or the Contractor can purchase the materials for the house. Such descriptions or specifications can be noted on the plans or in a separate document.

2.3.5 The plans have been approved by the Project Management Committee. 2.3.6 the plans have been approved by the Public Works Office.

2.3.7 The designer, the Project Management Committee or the Project Management Committee's representative will be required to inspect the construction to ensure that the Contractor carries out the work in accordance with the plans approved by the Public Works Office

2.3.8 The Contractor will be asked by the Project Management Committee to provide a price for completing the building in accordance with the approved plans and the price will include all material tools and equipment and labor needed to complete the buildings including all interior and exterior Works, unless the Project Management Committee decides in writing that certain parts of the Works will not be carried out by the Contractor.

2.4 The agreement between the Project Management Committee and the Contractor will not be in force until the Public Works Office has approved the plans for the construction of the building.

SECTION 3

STANDARD CONDITIONS OF CONTRACT

3.1 Commencement of the works

3.1.1 Date of signing of the contract: 17/05/2022

3.1.2 Date of occupying the site by the Contractor: 21/05/2022

3.2 Date of completion of the Works: 21/05/2022

3.3 Minimum number of workmen on the site: 4 PEOPLE

3.4 Variations and alterations

3.4.1 The Project Management Committee has the right to request the Contractor to carry out all variations and alterations from the plans and specifications provided that such alterations and variations have been approved by the Public Works Office in accordance with the controlling legislation.

3.4.2 The Contractor shall price such variations and alterations within a reasonable amount of time of the receipt of the requests by the Project Management Committee to do so. Work shall not be carried out on the alterations and variations until the Project Management Committee and the Contractor have agreed to the prices charged by the Contractor for such work.

3.4.3 The Contractor shall state whether the alterations or variations requested will lead to an extension of time for the completion of the Works and he/she shall

give the Project Management Committee his/her best estimate of the extra time required.

3.5. Extension of time

3.5.1 As soon as the Contractor recognizes that the work will not be finished in the time agreed upon, he/she shall inform the Project Management Committee of the need for more time to complete the Works and the reason for the request for the increased time.

3.5.2 It is the duty of the Project Management Committee to consider the request for an extension of the contract time taking into account the reasons given by the Contractor for such extension, and to grant the request if considered reasonable in the circumstances of the construction of the Works.

3.6. Maintenance period

The Contractor is expected to make right any defects found in the Works for a period of up to six months after the completion of the Works and the granting of a Certificate of Occupancy by the Public Works Office.

3.7. Relations between the Contractor and the Project Management Committee

3.7.1 The Contractor shall carry out the Works in accordance with the drawings and specifications and in accordance with any reasonable instructions by the Project Management Committee or his/her representative.

3.7.2 As soon as possible after the signing of the contract between the Project Management Committee and the Contractor, the Project Management Committee shall inform the Contractor the name of his/her authorized representative who will represent the Project Management Committee for the construction of the Works.

3.7.3 As soon as possible after the signing of the contract the Contractor shall inform the Project Management Committee in writing the name of the person who shall

be authorized by the Contractor to represent the Contractor for the construction of the Works.

- 3.7.4 The Project Management Committee and the Contractor shall inform each other in writing when there is a change of the persons authorized to represent them for the construction of the Works.

3.7.5 All instructions from the Project Management Committee or his/her representative shall be given to the Contractor or his/her representative in writing.

3.8. Payment schedule.

The Project Management Committee shall pay to the Contractor the following percentages of the total cost of the contract for the Works as agreed upon between the Contractor and the Project Management Committee.:

IN WITNESS hereof the parties have signed in the presence of the subscribing witness,

Signed for and on behalf of the Project Management Committee by:

PMC Secretary

In the presence of:

ALBERT CALVIN OTIENO - [Signature]
PMC Chairman

WILLIS O. UTO - [Signature]
Contractor

In the presence of:

Naphtali M. Okumu - [Signature]
F.A.M

ELIJAH AKOMO WERT - [Signature]
NG-CDF CHAIRMAN



ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
RATES INCLUSIVE OF ALL TAXES					
ELEMENT NO. 1					
REINFORCED CONCRETE SUPERSTRUCTURE					
Vibrated reinforced concrete grade 24/20 (1:2:4) in:					
A	Beams	45	CM	15000	675,000
B	Staircases	4	CM	15,000	60,000
C	150mm Suspended slab	982	SM	1700	1,669,400
D	150mm Landings	5	SM	1500	7,500
F	Columns	0	CM	—	—
Sawn formwork to:					
G	Sides and soffites of beams	604	SM	650	392,600
H	Sides of upstand	0	SM	—	—
I	Soffites of suspended slab	860	SM	700	602,000
J	Soffites of landings	18	SM	600	10,800
L	Sloping soffites of staircases	60	SM	600	36,000
M	Edges of suspended slab 75-150mm high	230	LM	450	103,500
O	Ditto risers 75-150mm high	220	LM	200	44,000
					3,600,300
Carried to collection					



Ei

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
A	Raking string edge to staircases 300mm high (extreme) cut and fitted to profile of treads and risers	68	LM	200	13,600
	<u>Steel reinforcement as described including cutting to length, bending, hoisting and fixing including all necessary tying wires and spacing blocks (all provisional)</u>				
	<u>High tensile square twisted bars</u>				
B	8mm Diameter bars	3,400	KG	150	510,000
C	10mm Ditto	4,650	KG	150	697,500
D	12mm Ditto	8,520	KG	150	1,278,000
E	16mm Ditto	6,450	KG	150	967,500
F	20mm Ditto	1,480	KG	150	222,000
G	25mm Ditto	0	KG	-	-
	<u>Precast concrete grade 25 finished fair on all exposed surfaces with 12 mm aggregate including moulds and hoisting, bedding and flush pointing in cement and sand (1:4) mortar</u>				
H	200 mm x 50 mm Fins with rebated top and bottom and including all necessary reinforcement and pinning ends to concrete beam (in No. 60)	200	LM	120	24,000
	<u>Sundries</u>				
J	Make or leave 75mm diameter hole through 100mm thick reinforced concrete	20	NO	120	2,400
K	75mm Diameter X 125mm long PVC pipe sleeve outlet	20	NO	120	4,000
	Carried to Collection				3,719,000



E 2

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	COLLECTION				3,600,300
	FROM PAGE E4				
	FROM PAGE E5				3,719,000
	TOTAL FOR ELEMENT NO. 1 (REINFORCED CONCRETE)				7,319,300
	CARRIED TO SUMMARY				



E3

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	ELEMENT NO. 3 WALLING				
A	200 mm wide approved quality 3-ply bituminous felt damp proof course under walls	30	LM	100	3000
B	<u>Machine dressed stone walling in cement and sand (1:4) mortar reinforced with and including 25 x 3mm thick hoop iron in every alternate course</u> 2000mm Thick walling internally	422	SM	2000	844,000
C	<u>Permanent ventilation</u> Pair of permanent ventilation size 225 x 225 x 25mm thick fixed with and including mosquito wire gauze	48	NO	100	4,800
D	Leave or form hole in 200mm thick wall size 225 x 225mm wide	41	NO	100	4,100
E	Ditto but to 100 mm thick wall ditto	0	NO	-	-
TOTAL FOR WALLING CARRIED TO SUMMARY					855,900



E4

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT NO.5</u>				
	<u>DOORS</u>				
	<u>Timber panel Doors</u>				
A	Provide and fix standard steel casement door in 50 x 50 x 3mm S.H.S frame and 2mm thick plate as required size 1500 x 2100mm high, double leaf openable size 600 x 2000mm and, top as glass(m.s) pane size 1200 x 1000mm high, with all necessary burglar proofing, complete with stays, fasteners, lugs, rawl bolts, and one coat red oxide primer, including casting into block walling in cement sand mortar 1:3 inc. all primings	3	NO	20,000	60,000
B	Ditto 900 x 2400	24	NO	17,000	408,000
	<u>Flush doors as B.S 459 part 2</u>				
C	45mm thick semi Solid core flush door faced both sides with 6 mm interior quality plywood ready for painting and hardwood lipped all round size 900 x 2250mm high (Type D2)	22	NO	5,000	110,000
D	Ditto size 800 x 2250mm high (Type D4)				
	<u>Wrot Mahogany or other equal and approved :-</u>				
E	100mm x 50mm Frame with two labours plugged	150	LM	800	120,000
F	45 x 38mm architrave	80	LM	150	12,000
G	25mm diameter quadrant	80	LM	150	12,000
	<u>Supply and fix the following ironmongery with screws to match.</u>				
H	3 Lever mortice lock and set furniture Ref.Union 2295.	22	NO.	4,000	88,000
J	100mm Brass butts hinges	49	PRS	200	9,800
K	40mm Diameter rubber door stops	49	NO.	200	9,800
L	Prepare and apply three coats wood preservative primer to backs of timber frame not exceeding 100mm girth	284	LM	300	85,200
	<u>Knot, prime, prepare and apply three coats gloss oil paint to:</u>				
M	General surfaces of timber	205	SM	300	61,500
	Carried to collection E5				976,300

102



ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
A	Surfaces 100mm to 200mm girth	65	LM	100	6 500
	<u>Prepare and apply three coats gloss oil paint to:</u>				
B	General surfaces of metal	18	SM	200	3 600
	Carried to collection				10,100
	<u>COLLECTION</u>				
	FROM PAGE E 7				976,300
	FROM ABOVE				10,100
	TOTAL FOR ELEMENT NO. 5 CARRIED TO SUMMARY				986,400



E6

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
ELEMENT NO.6					
WINDOWS					
A	250 x 25mm Precast concrete window cill bedded and jointed with cement and sand (1:3) mortar	50	LM	400	20,000
<u>Supply & fix the following purpose made steel casement window fabricated from standard sections complete with frames, mullions and transoms including all necessary locking and window stays, screws and nuts once shop primed before delivery to site</u>					
B	Steel casement window size 3500 x 1400mm high (Type W1)	13	NO	27,000	351,000
C	Steel casement window size 1800 x 1400mm high (Type W2)	20	NO	18,000	360,000
D	Steel casement window size 1500 x 1400mm high (Type W2)	11	NO	15,000	165,000
E	Steel casement window size 600 x 600mm high (Type W2)	28	NO	3,500	98,000
Carried to Collection					994,000



E7

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
A	<u>4mm Thick clear glass and glazing fixed with and including putty to steel windows</u> Panels 0.1 - 0.5 square metres	700	Sm	900	630,000
B	<u>4mm Thick obscure glass and glazing fixed with and including putty to steel windows</u> Panels 0.1 - 0.5 square metres	50	SM	1000	50,000
C	Prepare and apply three coats wood preservative primer to backs of timber frame not exceeding 100mm girth	0	LM	—	—
D	Ditto 100 - 200mm girth <u>Prepare and apply three coats gloss oil paint to surfaces of metal</u>	0	LM	—	—
E	General surfaces	400	SM	300	120,000
F	Ditto burglar proofing grills	60	SM	300	18,000
Carried to Collection E8					818,000



ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>COLLECTION</u>				994,000
	FROM PAGE E 13				818,000
	FROM PAGE E 14				
	TOTAL FOR ELEMENT NO. 6 CARRIED TO (WINDOWS) SUMMARY				1,812,000



ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
ELEMENT NO. 7					
EXTERNAL FINISHINGS					
Walls					
A	15mm thick cement sand 1:2 render to walls externally	1,105	SM	400	442,000
B	Extra over 200mm thick walling for chasing 50mm deep to receive rendering (m/s)	212	SM	50	10,600
C	12mm thick gauged lime (1:2:9) plaster to : Beams	212	SM	400	84,800
D	Walling	212	SM	400	84,800
TOTAL FOR ELEMENT NO. 7 CARRIED TO SUMMARY					622,200
Eto					



ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
ELEMENT NO. 8					
INTERNAL FINISHES					
FLOORS					
A	Cement and sand (1:4) screeding smooth trowelled 30mm Thick to receive c/s sreed	1,102	SM	400	440,800
B	8mm thick coloured non slip ceramic floor tiles as "SAJ" or any other equal and approved, size 300 x 250mm	1102	SM	1750	1,928,500
Carried to collection					2,369,300
Ett					



ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
A	Walls <u>Cement and sand (1:3) plaster</u> 12mm Thick to wall surfaces	950	SM	400	380,000
Carried to collection					380,000
E12					



ITEM	DESCRIPTION		AMOUNT
<u>SECTION SUMMARY</u>			
A	REINFORCED CONCRETE SUPERSTRUCTURE.....	Et	7,319,300
B	WALLING.....	Ez	855,900
C	DOORS.....	Etz	986,400
D	WINDOWS.....	Et5	1,812,000
E	EXTERNAL FINISHES.....	Et6	622,200
F	INTERNAL FINISHES.....	Et9	2,397,700
TOTAL			14,393,500



GSt

PRIME COSTS AND PROVISIONAL SUMS		AMOUNT
ITEM	DESCRIPTION	
PROVISIONAL SUMS		
<p>The following provisional items are to be measured on completion of the works and priced in accordance with rates contained in these Bills of Quantities or pro-rata thereto or deducted in whole if not required.</p> <p><u>Provisional sum for:</u></p>		
A	Project management; Three hundred thousand Shillings (Kshs. 300,000/=) only	ITEM 300,000 ✓
B	P. M.C ; One hundred eighty thousand Shillings (Kshs. 180,000/=) only	ITEM 180,000 ✓
C	Contingencies(Kshs. 300,000/=) only	ITEM 300,000 ✓
PRIME COST SUMS		
D	Electrical Installions; eight hundred thousand Kenya Shillings (Kshs.800,000.00) only	ITEM 800,000 ✓
	Allow for profit (%)	%
	Allow for Attendance	ITEM
E	Mechanical Installions; five hundred thousand Kenya Shillings (Kshs.500,000.00) only	ITEM 500,000 ✓
	Allow for profit (%)	%
	Allow for Attendance	ITEM
		2,080,000




ITEM	DESCRIPTION	TENDERERS AMOUNT (KSHS)	OFFICIAL USE ONLY
A	PRELIMINARIES	14,393,500 2,080,000	
B	BUILDERS WORK		
C	P.C AND PROVISIONAL SUMS		
TOTAL CARRIED TO FORM OF TENDER		16,473,500	



AMOUNT IN Sixteen million, four hundred and seventy three thousand five hundred shillings

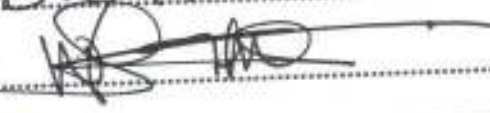
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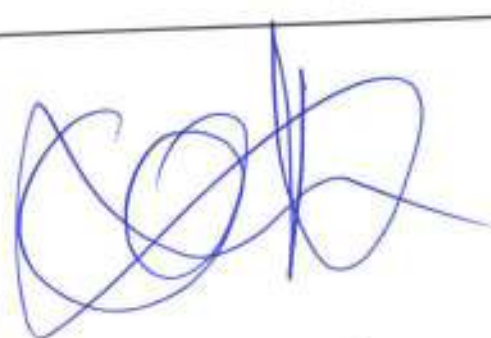
ADDRESS: P.O. Box 19542 - Kisumu

SIGNATURE: 

WITNESS'S NAME: Willis Omondi utte.

ADDRESS: Box 19542 - 10173 Kisumu

SIGNATURE: 





Wata