

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

**FOR  
THE PROPOSED CONSTRUCTION OF ADMIN BLOCK  
AT  
CHULAIMBO SECONDARY SCHOOL**

Prepared by

*Kisumu West TG-CDF*

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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 24 day of 05 2022

BETWEEN CHULAIMBO SEC SCHOOL

(Hereinafter called "The Project Management Committee") of the one part and GLORY  
INVESTMENTS LTD

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

WHEREAS the Project Management Committee is desirous of the Works 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 24 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:



(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 7,568,550 (Seven million, five hundred and Sixty Eight thousand, Five Hundred and Fifty only)

Scope of works

1. Reinforced super-structure.....	Kshs. 4,418,750
2. Walling... ..	Kshs 1,182,800
3. Doors .....	Kshs 648,500 ✓
4. Windows.....	Kshs 250,000 ✓
5. External finishes (less painting works).....	Kshs 148,200 ✓
6. Internal works (less tiling/ painting works).....	Kshs. 130,300 ✓
7. M.O.P.W.....	Kshs. 130,000
8. Contingency.....	Kshs 200,000
9. Mechanical works (Piping).....	Kshs 100,000 ✓
10. Electrical (piping).....	Kshs 100,000 ✓
11. P.M.C .....	Kshs 120,000
11. Documentation .....	Kshs 100,000
12. Signage .....	Kshs 40,000

Totals

Kshs 7,568,550



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:

John Othano Ogwayo 

PMC Secretary

In the presence of:

FANUEL STIENS OCHIENG 


PMC Chairman

FANUEL STIENS OCHIENG 

Contractor

\* BRIAN MOKA OGOLLA 

In the presence of:

Naphthay M. Dehume 

F.A.M



ELIJAH AKOMO KIERE 

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 Projec2.3.6 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: 24/05/2022

3.1.2 Date of occupying the site by the Contractor 30<sup>TH</sup> MAY 2022

3.2 Date of completion of the Works: THREE MONTHS FROM 30<sup>TH</sup> MAY 2022  
30<sup>TH</sup> AUG 2022

3.3 Minimum number of workmen on the site: FOUR PEOPLE AND ABOVE

#### 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:

John Othano Ogwayo 

PMC Secretary


In the presence of:

FANUEL STIFANO OCHIMONG 

PMC Chairman

Contractor \* BRIAN MOKA OGOLLA 

In the presence of:

Naphthany M. Oluoma 

F.A.M

ELIDAH AKUMU NIERE

NG-CDF CHAIRMAN



DETERMINATION OF THE MOST RESPONSIVE BIDDER

Evaluation committee will finally combine the technical evaluation score, Tender Sum Comparison and financial score in order to obtain the Final score for each Bidder.

RECOMMENDATION

Based on the Technical and Financial Evaluation undertaken, the Evaluation Committee will recommend for consideration for award, the highest Ranked Responsive Bidder ranked No.1.

**\*NOTES: -**

1. For companies or firms that are registered or incorporated within the last one calendar year of the Date of the Tender Document, they should submit certified copies of bank statements covering a period of at least twelve months prior to the date of the tender document. The copies should be certified by the Bank issuing the statements. The certification should be original.

~END~

AT TROSCU COMPLEX

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b>ELEMENT NO. 1 (ALL RATES INCLUSIVE OF ALL TAXES)</b>				
	<b>REINFORCED CONCRETE SUPERSTRUCTURE</b>				
	<u>Vibrated reinforced concrete grade 24/20 (1:2:4) in:</u>				
A	Beams	28	CM	12,000	336,000
B	Staircases	6	CM	12,000	72,000
C	150mm Suspended slab	387	SM	1,800	696,600
D	150mm Landings	10	SM	1,800	18,000
F	Columns	12	CM	12,000	144,000
	<u>Sawn formwork to:</u>				
G	Sides and soffites of beams	185	SM	350	64,750
H	Sides of upstand	35	SM	350	12,250
J	Soffites of suspended slab	387	SM	350	135,450
K	Soffites of landings	22	SM	350	7,700
L	Sloping soffites of staircases	80	SM	350	28,000
M	Edges of suspended slab 75-150mm high	124	LM	200	24,800
N	Ditto risers 75-150mm high	325	LM	200	65,000
	Carried to collection				1,604,550
	E1				

GLORY INVESTMENTS LTD.  
P. O. Box 2742 - 40100, KISUMU.

DATE: .....  
CELLPHONE: 0722 922 336

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
A	Raking string edge to staircases 300mm high (extreme) cut and fitted to profile of treads and risers	86	LM	200	17,200
	<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	2,455	KG	150	368,250
C	10mm Ditto	4,589	KG	150	688,350
D	12mm Ditto	3,840	KG	150	576,000
E	16mm Ditto	4,589	KG	150	688,350
F	20mm Ditto	1,892	KG	150	283,800
G	25mm Ditto	895	KG	150	134,250
	<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	250	50,000
	<u>Sundries</u>				
J	Make or leave 75mm diameter hole through 100mm thick reinforced concrete	20	NO	200	4,000
K	75mm Diameter X 125mm long PVC pipe sleeve outlet	20	NO	200	4,000
	Carried to Collection				2,814,200
	E 2				

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P. O. Box 2742 - 40100, KISUMU.

DATE: .....  
TELEPHONE: 0722 922 336

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	COLLECTION				1,604,550
	FROM PAGE E1				2,814,200
	FROM PAGE E2				
	TOTAL FOR ELEMENT NO. 2 (REINFORCED CONCRETE)				4,418,750
	CARRIED TO SUMMARY				

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DATE: .....  
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ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
<b>ELEMENT NO. 2</b>					
<b>WALLING</b>					
A	200 mm wide approved quality 3-ply bituminous felt damp proof course under walls	356	LM	250	89,000
B	100 mm thick Ditto				
<u>Solid concrete block walling in cement and sand (1:4) mortar reinforced with and including 25 x 3mm thick hoop iron in every alternate course</u>					
C	200mm Thick walling externally	356	SM	1,500	534,000
<u>Solid concrete block walling in cement and sand (1:4) mortar reinforced with and including 25 x 3mm thick hoop iron in every alternate course</u>					
D	200mm Thick walling internally	258	SM	1,500	387,000
E	100mm Walling reinforced with and including 25 x 3mm thick hoop iron ties in alternate course internally	110	SM	1,100	121,000
<u>Lintel</u>					
F	225 x 225 x 100mm thick concrete lintel reinforced with 10mm and 8mm diameter steel bars and including all necessary formwork	65	LM	600	39,000
<u>Permanent ventilation</u>					
G	Pair of permanent ventilation size 225 x 225 x 25mm thick fixed with and including mosquito wire gauze	32	NO	200	6,400
H	Leave or form hole in 200mm thick wall size 225 x 225mm wide	32	NO	200	6,400
<b>TOTAL FOR WALLING CARRIED TO SUMMARY</b>					<b>1,182,800</b>

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 E4  
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ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b>ELEMENT NO.5</b>				
	<b>DOORS</b>				
	<u>Mild steel Doors</u>				
A	Mild steel pannel door comprising of 6No. Size 300 x 800mm high and 3No. Size 300 x 450mm high 10mm thick glass panels including 900 x 200mm and 900 x 300mm high double plates complete with 100 x 50 x 3mm RHS framing and metal lugs including purpose made hanging and locking accessories once primed with red oxide primer before delivery to the site size 1500 x 2250mm high (type D1)	5	NO	55,000	275,000
	<u>Flush doors as B.S 459 part 2</u>				
B	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)	12	NO	15,000	180,000
	<u>Wrot Mahogany or other equal and approved :-</u>				
C	100mm x 50mm Frame with two labours plugged	60	LM	1,000	69,000
D	45 x 38mm architrave	60	LM	150	9,000
E	25mm diameter quadrant	60	LM	150	9,000
	<u>Supply and fix the following ironmongery with screws to match.</u>				
F	4 Lever mortice lock and set furniture Ref.Union 2295.	12	NO.	8,000	96,000
G	100mm Brass butts hinges	24	PRS	300	7,200
H	40mm Diameter rubber door stops	12	NO.	300	3,600
	<b>GLORY INVESTMENTS LTD.</b> P. O. Box 2742 - 40100, KISUMU. DATE: ..... CELLPHONE: 0722 922 336				
	Carried to collection				639,800
	E5				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
A	Surfaces 100mm to 200mm girth	12	LM	200	2,400
B	Prepare and apply three coats <u>gloss oil paint to:</u> General surfaces of metal	18	SM	350	6,300
	Carried to collection				8,700
	<u>COLLECTION</u>				639,800
	FROM PAGE E 8				8,700
	FROM ABOVE				648,500
	TOTAL FOR ELEMENT NO. 3				
	SUMMARY				
	CARRIED TO				

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ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b>ELEMENT NO.5</b>				
	<b>WINDOWS</b>				
A	250 x 25mm Precast concrete window cill bedded and jointed with cement and sand (1:3) mortar	50	LM	1,000	50,000
	<u>Supply &amp; 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 1800 x 1400mm high (Type W1)	8	NO	6,500	52,000
C	Steel casement window size 1800 x 1200mm high (Type W2)	8	NO	6,000	48,000
	Carried to Collection E7				150,000
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	65	Sm	500	32,500
B	<u>4mm Thick obscure glass and glazing fixed with and including putty to steel windows</u> Panels 0.1 - 0.5 square metres	0	SM	—	—
C	Prepare and apply three coats wood preservative primer to backs of timber frame not exceeding 100mm girth	25	LM	150	3,750
D	Ditto 100 - 200mm girth <u>Prepare and apply three coats gloss oil paint to surfaces of metal</u>	12	LM	150	1,800
E	General surfaces	12	SM	350	4,200
F	Ditto burglar proofing grills	60	SM	350	21,000
G	<u>Sand, stain, prepare and apply three coats clear polyurathane varnish to timber surfaces</u> Surfaces 100-200mm girth	11	LM	150	1,650
H	Ditto 200-300mm girth	12	LM	150	1,800
	Carried to Collection E7				100,450

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DATE: .....  
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ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>COLLECTION</u>				
	FROM PAGE E 7				150,000
	FROM PAGE E 8				100,000
	<b>TOTAL FOR ELEMENT NO. 6 CARRIED TO (WINDOWS) SUMMARY</b>				250,450
	E8				
ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b>ELEMENT NO. 6</b>				
	<b>EXTERNAL FINISHINGS</b>				
	<u>Walls</u>				
A	15mm thick cement sand 1:2 render to walls externally	254	SM	300	76,200
B	Extra over 200mm thick walling for chasing 50mm deep to receive rendering (m/s)	36	SM	1,200	43,200
	<u>12mm thick gauged lime (1:2:9) plaster to :</u>				
C	Beams	48	SM	300	14,400
D	Walling	48	SM	300	14,400
	<u>Prepare and apply three coats of first grade smooth velvet paint as per "Crown Berger" or other equal and approved to:</u>				
E	Plastered surfaces of beams and walls	48	SM	350	16,800
F	Ditto walling	256	SM	350	89,600
	<b>TOTAL FOR ELEMENT NO. 7 CARRIED TO SUMMARY</b>				254,600
	E9				

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ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
A	Walls Cement and sand (1:3) plaster 12mm Thick to wall surfaces	256	SM	300	76,800
B	Prepare and apply three coats first grade plastic emulsion paint as smooth velvet to: Plastered walls	256	SM	300	76,800
C	Staircases Cement and sand (1:3) plaster to: Sloping soffites of staircases	35	SM	300	10,500
Carried to collection E11					164,100
ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
A	Insitu polished grano paving on screeded floor surfaces: 40mm Thick paving to landings	13	SM	600	7,800
B	150 x 25mm thick to risers	35	LM	250	8,750
C	306 x 25mm Thick to treads	33	LM	250	8,250
D	100 x 20mm Thick skirting to the profile of risers and treads	35	LM	400	14,000
E	Prepare and apply three coats first grade plastic emulsion paint Plastered sloping concrete soffites of staircases	12	SM	350	4,200
Carried to collection					43,000
<u>COLLECTION</u>					
FROM PAGE E17					777,150
FROM PAGE E18					164,100
FROM ABOVE					43,000
<b>TOTAL FOR ELEMENT NO. 8 CARRIED TO (INTERNAL FINISHES) SUMMARY</b>					984,250
E12					

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ITEM	DESCRIPTION			AMOUNT
	<b>SECTION SUMMARY</b>			
A	REINFORCED CONCRETE SUPERSTRUCTURE.....	E3		4,418,750
B	WALLING.....	E4		1,182,800
C	DOORS.....	E9		648,500
D	WINDOWS.....	E12		250,450
E	EXTERNAL FINISHES.....	E13		254,600
F	INTERNAL FINISHES.....	E16		984,250
	<b>TOTAL</b>			7,739,350

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DATE:.....  
CELLPHONE: 0722 922 336

GS1

PRIME COSTS AND PROVISIONAL SUMS		
ITEM	DESCRIPTION	AMOUNT
<b>PROVISIONAL SUMS</b>		
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.		
<u>Provisional sum for:</u>		
A	Project management; one hundred and thirty thousand Shillings (Kshs. 130,000/=) only	ITEM 130,000
B	Contingencies; two hundred thousand Shillings (Kshs. 200,000/=) only	ITEM 200,000
C	PMC; one hundred and twenty thousand Shillings (Kshs. 120,000/=) only	ITEM 120,000
D	Documentation one hundred thousand shillings (Kshs. 100,000)	ITEM 100,000
<b>PRIME COST SUMS</b>		
E	Electrical Installations; two hundred and fifty thousand Kenya Shillings (Kshs. 250,000.00) only	ITEM 250,000
	Allow for profit (%)	30% 60,000
	Allow for Attendance	ITEM 100,000
F	Mechanical works ; two hundred thousand Shillings (Kshs. 200,000/=) only	ITEM 200,000
		1,110,000

P.c 1

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P. O. Box 2742 - 40100, KISUMU.

DATE: .....  
CELLPHONE: 0722 922 333