

# NAIROBI CITY COUNTY ASSEMBLY



## NAIROBI CITY COUNTY ASSEMBLY SERVICE BOARD

### ADDENDUM NO.1

DATE ISSUED: 26<sup>TH</sup> MAY, 2023

TENDER NO. NCCASB/OT/22/05/2022-2023

FOR

**PROPOSED REFURSHISHMENT AND EQUIPPING  
OF WARD OFFICES FOR THE NAIROBI CITY  
COUNTY ASSEMBLY**

**(RESERVED TO YOUTH REGISTERED FIRMS)**

The Nairobi City County Assembly Service Board advertised the above tender on **23<sup>rd</sup> May 2023**.

The Assembly would like to notify all eligible bidders of the following changes:

1. Pursuant to section 75 of the PPADA 2015, The Assembly wishes to clarify to the interested bidders that Preliminaries and Office Furniture Brochures which were missing in the Bill of Quantities (BQ) are now included and shall apply to all the Ward Office BQs in the tender document. The added document can be downloaded free of charge from the Assembly's Website [www.nairobiassembly.go.ke](http://www.nairobiassembly.go.ke) or the Public Procurement Information Portal [www.tenders.go.ke](http://www.tenders.go.ke);
2. The tender closing date remains the same as **31<sup>st</sup> May, 2023 at 12.00 Noon**.

**THE CLERK,  
NAIROBI CITY COUNTY ASSEMBLY**

## **PREAMBLES AND PRICING NOTES**

### **A. GENERALLY**

All work to be carried out in accordance with the Ministry of Roads and Public Works General Specifications for Building Works issued in 1976 or as qualified or amended.

### **B. MANUFACTURERS' NAMES**

Where manufacturers' name(s) and catalogue references are given, it is for guidance to quality and standard only. Alternative manufacturer of equal quality will be accepted at the discretion of the City Engineer.

### **C. WALLING**

All precast concrete blocks shall be manufactured by the methods and to the sizes specified in the Ministry of Roads & Public Works "Specification for Metric Sized Concrete Blocks for Building (1972)"

Walling of 100 mm thickness or under shall be reinforced with hoop iron at every alternate course.

Prices for walling must allow for all costs in preparing, packing and sending sample blocks for testing as and when required by the City Engineer.

### **D. CARPENTRY**

The grading rules for cypress shall be the same as for podocarps and all timber used for structural work shall be select (second grade).

All structural timber must conform to the minimum requirements for moisture content and preservative treatment and timber prices must allow for preparing, packing and sending samples for testing when required.

Prices must also include for all nails and fasteners.

## **A. JOINERY**

Cypress for joinery shall be second grade in accordance with the latest grading rules of the Kenya Government.

Where Mahogany is specified, this refers to prime grade only. The Contractor may with the approval of the City Engineer, use either Msharagi or Mvuli in lieu of Mahogany but such approval will be given only in the case of shortages of the hardwoods specified.

Plugging shall be carried out by drilling walling or concrete with masonry drill and filling with propriety plugs of the correct sizes. Cutting with hammer and chisel will not be allowed.

Prices for joinery must include for pencil rounded arrises, protection against damage, nails, screws, framing and bedding in cement mortar as required.

Sizes given for joinery items are nominal sizes and exact dimensions of doors, etc, must be ascertained on site.

## **B. IRONMONGERY**

Ironmongery shall be as specified in the Bills of Quantities or equal and approved.

Prices must include for removing and re-fixing during and after painting, labelling all keys, and for fixing to hardwood, softwood, concrete or block work.

Catalogue references given for ironmongery are for purposes of indicating quality and size of item(s). Should the Contractor wish to substitute the specified item(s) with others of equal quality, he must inform the City Engineer and obtain approval in writing.

## **C. STRUCTURAL STEELWORK**

All structural steelwork shall comply with the Ministry of Roads and Public Works "Structural Steelwork Specification (1973) and shall be executed by an approved Sub-contractor.

## **A. PLASTERWORK AND OTHER FINISHES**

All finishing's shall be as described in the general specifications and in these Bills of Quantities.

Prices for paving's are to include for brushing concrete clean, wetting and coating with cement and sand grout 1:1.

Rates for glazed wall tiling are to include for a 12 mm cement and sand (1:4) backing screed unless otherwise specified in these Bills of Quantities.

## **B. GLAZING**

Where polished plate glass is specified, this refers to general glazing quality.

Prices for glazing shall include for priming of rebates before placing putty.

The Contractor will be responsible for replacing any broken or scratched glass and handing over in perfect condition.

## **C. PAINTING**

Painting shall be applied in accordance with the manufacturers' instructions.

Prices for painting are to include for scaffolding, preparatory work, priming coats, protection of other works and for cleaning up on completion. Prices for painting on galvanized metal are to include for mordant solution as necessary.

Only premium quality paints shall be supplied as manufactured by "Crown Berger", "Sadolin", "Galaxy", or other equal and approved paints manufacturer(s)

# PRELIMINARIES

ITEM NO	DESCRIPTION	KSHS.
	<p><b><u>SUFFICIENCY OF TENDER</u></b></p> <p>The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his Tender for the works and for rate and the priced Bill of Quantities which rates and prices shall cover all his obligations under the contract and all matters and the things necessary for the proper completion and maintenance works</p> <p>Definition of Terms and Abbreviations</p> <p>Terms and abbreviations used in the Bill of quantities shall be interpreted as follows; -</p> <p>‘B.S’ shall mean the current British Standard specification published by the British standards institutions, 2 park Street, London W.1, England.</p> <p>‘Ditto’ shall mean the whole of the preceding description except as qualified in the section in which it occurs. Where it occurs in brackets it shall mean the whole of the preceding description which is contained within the appropriate brackets.</p> <p>‘n.e’ shall mean not exceeding  ‘100-200’mm shall mean over 100mm and not exceeding 200mm and shall apply equally to any other combination of figures expressed in a similar fashion.</p> <p>‘m.s’ shall mean measured separately  ‘mm’ shall mean linear millimetre  ‘m1’ shall mean linear metre  ‘m2’ shall mean square metre  ‘m3’ shall mean cubic metre  ‘kgs’ shall mean square hollow section  ‘No’ shall mean number</p> <p>To Collection</p> <p style="text-align: center;">PP/1</p>	

ITEM NO	DESCRIPTION	KSHS.
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	<p><b><u>TEMPORARY ROADS ETC</u></b>  The Contractor shall allow for building any temporary roads for the transport of materials required for the complete execution of the Works including the provision of temporary culverts, crossing, bridges or any other temporary structure  Upon the completion of the Works the Contractor shall remove such temporary roads, culverts, bridges, etc., and make good and reinstate all works and services disturbed to the satisfaction of the Engineer.</p> <p><b>B</b> <b><u>AREA TO BE OCCUPIED BY THE CONTRACTOR</u></b>  The area of the site, which may be occupied by the Contractor for storage and for the purpose of erecting workshops, etc., shall be defined on the site by the Engineer or shown upon the site Plan.</p> <p><b>C</b> <b><u>PROTECTION OF EXISTING SERVICES</u></b>  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 passing under, over or above the Site and he shall make whatever provisions that 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 Engineer and the relevant Authority shall be made good to their satisfaction at the Contractor's expense.</p> <p><b>D</b> <b><u>PROTECTION OF EXISTING PROPERTY</u></b>  The Contractor shall take every precaution to avoid damage to any existing property on or adjacent to the site and he shall be responsible for making good all such damage at his own expense.</p> <p><b>E</b> <b><u>PERFORMANCE BOND</u></b>  The contractor shall provide one surety who must have an established bank who will be bound to the Employer in the equivalent to five percent (5%) of the contract price for the due performance of the contract until the certified date of practical completion. No payments shall be made to the contractor before the said bond is provided. The main contractor shall allow all the stamp charges in connection with the Bond</p> <p><b>F</b> <b><u>PROJECT MANAGERS OFFICE</u></b>  Provide a Provisional sum of Kenya shillings Two Hundred and Fifty Thousand (KSHS 250,000.00) for Project Administrative Costs during Contract Period and Defects Liability Period.</p> <p>To Collection</p> <p style="text-align: center;">PP/ 2</p>	<p style="text-align: right;">250,000.00</p>

ITEM NO	DESCRIPTION	KSHS.
<p>A</p> <p>B</p> <p>C</p> <p>D</p> <p>E</p>	<p><b><u>PROTECTION OF PUBLIC &amp; PRIVATE ROADS ETC</u></b> Should the Contractor by his operation interfere in any way with the existing means of access to a dwelling house, shop, footpath, street (private or public), or the works or lands of the employer or other persons or bodies, he shall at his own expense provide other suitable temporary access in lieu of the access severed or interfered with and when directed shall properly fence off and protect any such existing or temporary access until work shall be done to the satisfaction of the Engineer.</p> <p><b><u>SECURITY OF THE WORKS</u></b> The contractor shall be entirely responsible for the security of all Works, stores, materials, plants, personnel, etc., both his and sub-contractors and shall provide all necessary watching, lighting and other precautions as necessary to ensure the security of all the Works.</p> <p><b><u>PROTECTION OF THE WORKS</u></b> The Contractor shall protect the whole of the works from inclement weather and he shall be responsible for making good all such damage at his own expense.</p> <p><b><u>WATER FOR THE WORKS</u></b> Provide water for the whole of the Works including all necessary services, storage and distribution from existing N.C.C. supply and pay all charges in connection therewith. (Provision of water for nominated sub-contractors in included in the items of attendance).</p> <p style="text-align: center;"><b><u>TEMPORARY LIGHTING AND POWER</u></b> Provide all temporary and lighting and power for the Works as required together with all fitting, and pay all charges in connection therewith. (Provision of lighting and power for nominated sub-contractors is included in the items of attendance.</p> <p>To Collection</p> <p style="text-align: center;">PP/3</p>	

ITEM NO	DESCRIPTION	KSHS.
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<p>A</p> <p>B</p> <p>C</p> <p>D</p>	<p><b><u>TELEPHONE</u></b> The contractor shall arrange for, provide and maintain a telephone upon the Site from the commencement to completion of the contract and shall pay all charges in connection therewith.</p> <p><b><u>TEMPORARY BUILDINGS</u></b> Provide sheds for storage accommodation for all goods and materials liable to suffer damage from exposure to sunlight or inclement weather. Provide a properly ventilated lockable office, protected from the sun, for the Engineer's representative, having a minimum floor area of 14 square metres with a concrete or timber floor and glazed windows. Provide a 1,600 x 760 mm desk with artificial lighting and cleaning facilities for the duration of the Works. Provide sanitary facilities as necessary for the use of work people engaged on the Site, in accordance with the requirements of Nairobi City Council, and maintain the whole in a clean and sanitary condition remove when no longer required and reinstate the area as directed. Provide lockable sanitary accommodation for the sole use of the Engineer's representative, maintain in a clean and sanitary condition, remove when no longer required and reinstate the areas as directed No labour with the exception of the watchmen shall be housed upon the Site.</p> <p><b><u>NOTICE BOARDS</u></b> The Contractor is to erect on possession of the Site a painted name board size 1880 x 1,100 mm in conformity with a design prepared by the Engineer</p> <p><b><u>EMPLOYMENT OF LOCAL PERSONNEL &amp; MARGINALIZED GROUPS</u></b> The contractor is encouraged to the extent where practicable and reasonable to employ staff and labour with appropriate qualifications and experience who are Kenyan citizens. The contractor shall ensure that not more than two thirds of the personnel are from the same gender. Also the contractor shall ensure that 30% of the vacancies are reserved for youth, women and persons living with disabilities. The contractor shall be filing monthly labour returns with the Engineer indicating the name of employee, designation, age, gender and whether they are living with disability or not. The returns should reach the office of the Engineer not later than 7<sup>th</sup> day of each month</p> <p>To Collection</p>	

PP/4

ITEM NO	DESCRIPTION	KSHS.
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A	<p><b><u>HOARDING</u></b> The Contractor shall obtain necessary approval for erection of hoarding around the proximity of the Proposed Works and shall ensure that the construction works do not cause disruptions to the operation of the existing Fire Station / its adjoining neighbours. The hoarding shall be removed upon completion of the proposed works</p>	
B	<p><b><u>ADVERTISEMENTS</u></b> The contractor shall not allow, except with the consent in writing of the Engineer, bill posting or advertising of any kind upon the works or upon any place of which the contractor has possession for the purpose of carrying out this contract, or take publish or advertise any photographs or any printed matter or use name of the Engineer in relation to the contract.</p>	
C	<p><b><u>COPYRIGHT</u></b> The copy of these Bills of Quantities is vested in the City Council of Nairobi and they may not be reproduced in whole or in part without the Engineer's written permission</p>	
D	<p><b><u>GENERAL SCAFFOLDING</u></b> Provide and erect all necessary general scaffolding during the course of the work and maintain, adapt, dismantle and re-erect as required and remove when no longer needed.</p>	
E	<p><b><u>LABOUR, MATERIAL ETC</u></b> Provide all labour, materials, plant, tools, vehicles and everything necessary for the efficient execution and completion of the works including transport for materials and workmen to and from the site</p>	
D	<p><b><u>WORKING HOURS</u></b> The contractor shall submit for the approval of the Engineer a schedule of proposed working hours. No work shall be carried out on any Sunday or Public Holiday without the written permission of the Engineer.</p>	
F	<p><b><u>VISTORS TO SITE</u></b> The contractor is required to control all visitors to the site and to keep out unauthorized visitors and to provide a visitors' book and ensure that all authorized visitors sign therein.</p>	
	<p>To Collection</p>	
	<p>PP/5</p>	

ITEM NO	DECRPTION	KSHS.
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A

**CONTRACTOR'S TIPS**

The contractor shall provide a tip or tips at his own expense for the disposal of all the rubbish collected when clearing the site and during the construction of the Work and also for any surplus material not required on the site. The tip sites shall be approved by the Medical Officer of Health.

B

**CLEARING AWAY AND MAKING GOOD**

The Contractor shall, upon completion of the work, remove and clear away temporary buildings, work plant, rubbish, and unused materials, and shall leave the whole of the site, the works in a clean and tidy state to the satisfaction of the Engineer. He shall also remove all rubbish and dirt from the site as it accumulates or as directed by the Engineer. Particular care shall be taken in leaving windows clean and removing all paint and cement stains there from. On completion remove all broken scratched or cracked glass panes and replace with new.

C

**KEEPING EXCAVATIONS FREE FROM WATER**

Allow for keeping all excavations free from general water.

D

**MEASUREMENT OF THE WORKS**

The whole of the works contained in this bill of Quantities is measured on the basis of the current standard methods of measurement of Building Works published by the Institution of Architectural Association of Kenya,

All works in this contract are liable to adjustment as they have been measured as "Provisional" in this Bill of Quantities, and no excavation or foundation work or other work so described shall be filled in or covered up until all measurements needed for the adjustment of variations under clause II of the conditions of contract have been made by the Engineer.

To Collection

PP/6

ITEM NO	DESCRIPTION	KSHS.
A	<p>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 the price of each item before they will be accepted. Lump sums to cover several items of preliminaries likewise shall be broken down if so required.</p> <p>The rates set down by the contractor against each item in the Bill of Quantities shall, unless otherwise expressly provided to the contrary, or unless there is a separate item for the extra labour, cutting and waste, be held to include for waste on materials, carriage, cartage, carrying in and return of empties, hoisting, setting, fitting and fixing in position, making good and all other labours and everything else necessary for the proper completion of each item and for establishment charges and profit.</p> <p>The Contractor shall be deemed to have made allowance in his prices generally to cover items of preliminaries, expenses in connection with P.C. Sums or other items, if these have not been priced against respective items.</p> <p><b><u>DAY WORKS</u></b></p> <p>Day work ordered under clause 11(4) of the conditions of contract shall be executed at the following rates: -</p> <p>i) Labour: The prime cost of labour to which ..... per centum shall be added.</p> <p>Materials: The prime cost of materials delivered to site which.....per centum shall be added.</p> <p>These percentage additions shall cover all insurances, use of tools and plant, sharpening tools, wear, supervision, watching lighting, establishment and overhead charges and profit.</p> <p>Day works will be allowed only where specifically ordered by the Engineer in writing. All Day work sheets must be signed by the Engineer and the contractor or their authorized representatives.</p> <p>To Collection</p> <p style="text-align: center;">PP/7</p>	

ITEM NO	DESCRIPTION	KSHS
A	<p><b><u>NOMINATED SUB - CONTRACTORS</u></b>  The contractor shall be responsible for giving all necessary directions to nominated sub-contractors ascertaining their requirements, co-ordinating their work and arranging for them to be on site at proper time for the ordered progress of the works. He shall place all orders with nominated</p> <p>Sub-contractors clearly on his own behalf shall not pledge the credit of the Employer either directly or indirectly. In no case shall the contractor be deemed to be the agent of the Employer nor shall there be created any privity of contract as between the Employer and the nominated sub-contractor.</p>	
B	<p>The term “add for attendance” on nominated sub-contractors works shall be deemed to include for all requirements contained in clauses on general and special attendance in the standard method of measurement hereinbefore described except that where “special scaffolding” is required to be provided by the contractor this shall be described separately.</p>	
C	<p><b><u>DIRECT CONTRACT WORK</u></b>  The term “add for attendance” on direct contract work shall be deemed to include for all requirements contained in the same item for nominated sub-contract work previously</p>	
D	<p>described.</p> <p><b><u>TRAINING LEVY</u></b>  The contractor’s attention is drawn to legal notice No. 237 of October, 1971 which requires payment by the contractor of a training level of the rate of 0.25% of contract sum on all contracts of more than Kshs.50,000/= in value and his tender must include for all cost arising or resulting there from.</p> <p><b><u>CONDITIONS OF CONTRACT</u></b>  Conditions of Contract applicable to this contract shall be these published by the Standard Tender Condition s of Contract Document prepared by the Public Procurement Directorate, Ministry of Finance and contractor shall purchase two copies for execution of contract once they are awarded the contract.</p> <p>To Collection</p> <p style="text-align: center;">PP/8</p>	

ITEM NO	DECRPTION	KSHS.
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A	<p><b><u>INSURANCE</u></b> The contractor shall allow for insurance against, among other risks, personal injury; loss of or damage to the works materials and plant; and loss of and damage to the property as per clause 15 of the conditions of contract.</p>	
B	<p><b><u>SAMPLES AND TESTING</u></b> Allow for carrying out tests on the materials and construction. The contractor shall also provide every facility to enable the Engineer to obtain samples and carry out tests on the materials and construction. If these tests show that any of materials or construction does not comply with the with the requirements of these preambles, the contractor will be responsible for the cost of the tests and the replacement of defective materials and or construction.</p>	
C	<p><b><u>SALES TAX/ VALUE ADDED TAX</u></b> The contractor’s attention is drawn to the sales tax, withholding tax and the value added tax Acts on most recent and any subsequent amendments thereafter and his tender is deemed to include for all costs arising or resulting there from.</p>	
D	<p><b><u>“FIXED” PRICE</u></b> This is a fixed price contract and the fluctuation clause in the conditions of contract shall be deleted. No claim (s) with respect to increase in prices of Building materials, labour costs, or local currency etc shall be entertained. The Contractor is deemed to have included the above items in his unit rates.</p>	
E	<p>The contractor shall be paid on monthly basis for work done and materials on site upon issue of a certificate by the Quantity Surveyor and Architect.</p> <p><b><u>NATIONAL CONSTRUCTION AUTHORITY</u></b> The contractor should allow for all charges or levies for registration of this project with NCA</p> <p>To Collection</p> <p style="text-align: center;">PP/9</p>	

<b>ITEM NO</b>	<b>DESCRIPTION</b>	<b>KSHS.</b>
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**COLLECTION**

**Page No. PP/1**

**Page No. PP/ 2**

**Page No. PP/3**

**Page No. PP/4**

**Page No. PP/5**

**Page No. PP/6**

**Page No. PP/7**





**Page No. PP/8**

**Page No. PP/9**

**TOTAL FOR GENERAL CONDITIONS AND PRELIMINARIES  
CARRIED TO GRAND SUMMARY**

**PP/10**

## WARD OFFICE FURNITURE BRONCHURE

No	Description	Model	Image
1	Executive Desk - 1.8M  1800x900x760mm	1808#	
2	4 Drawer metal filing cabinet with central locking system  470x620x1320mm	4DFCM	
3	4 Legged Stacking Chair Without Armrest In Fabric Covering	Tosca	
4	Two seats Workstation  1358WX1200DX750	MD-D0714	
No	Description	Model	Image
5	High Back Leather Chair With Arms Swivel Heavy Duty Star Base With Castors	1082	