PROPOSED PARTITIONING OF 14TH FLOOR NSSF BUILDING FOR STATE DEPARTMENT FOR INVESTMENTS PROMOTION – NAIROBI COUNTY

W.P. ITEM NO. D1174 NB/NB 2301 JOB NO. 11293A

TENDER DOCUMENTS

PROJECT MANAGER
Works Secretary
Ministry of L, PW, H&UD
State Department for Public Works,
P.O. BOX 30743 – 00100
NAIROBI

ARCHITECT
Chief Architect,
Ministry of L,PW,H&UD
State Department for Public Works,
P.O. Box 30743-00100,
NAIROBI.

QUANTITY SURVEYOR
Chief Quantity Surveyor,
Ministry of L,PW,H&UD
State Department for Public Works,
P.O. Box 30743-00100,
NAIROBI.

ELECTRICAL ENGINEER
Chief Engineer (Electrical)
Ministry of L,PW,H&UD
State Department for Public Works,
P.O. Box 30743-00100,
NAIROBI.

MECHANICAL ENGINEER
Chief Engineer (Mechanical-BS)
Ministry of L,PW,H&UD,
State Department for Public Works,
P.O. Box 30743-00100,
NAIROBI.

STRUCTURAL ENGINEER
Chief Engineer (Structural),
Ministry of L,PW,H&UD
State Department for Public Works,
P.O. Box 30743-00100
NAIROBI.

INTERIOR DESIGNER
Chief Designer,
Ministry of L,PW,H&UD
State Department for Public Works,
P.O. Box 30743-00100
NAIROBI.

FEBRUARY , 2024

TABLE OF CONTENTS

ITEM	PARTICULARS	PAGE NO
1	COVER PAGE	STD/ 1
2	TABLE OF CONTENTS PAGE	STD/ 2
3	SIGNATURE AND SPECIAL NOTES PAGE	STD/ 3
4	INVITATION TO TENDERERS	STD / 4 - STD / 6
5	**SECTION ONE – TENDERING PROCEDURES**	STD / 7
6	INSTRUCTIONS TO TENDERERS	STD / 8 - STD / 27
7	TENDER DATA SHEETS	STD / 28- STD / 31
8	**SECTION III EVALUATION AND QUALIFICATION PROCEDURES**	STD / 32- STD / 44
9	**SECTION IV -TENDERING FORMS**	STD / 45 - STD / 81
10	**SECTION TWO – PROCURING ENTITY'S INFRASTRUCTURE NEEDS**	STD / 82
11	**SECTION V - BILLS OF QUANTITIES**	STD / 83 - STD / 96
12	**SECTION VI - SPECIFICATIONS**	STD /97
13	**SECTION VII - DRAWINGS**	STD /98
14	**PART III - THE CONDITIONS OF CONTRACT AND CONTRACT**	STD/99
15	**SECTION VIII - GENERAL CONDITIONS OF CONTRACT (GCC)**	STD / 100 - STD /164
16	**SECTION IX - SPECIAL CONDITIONS OF CONTRACT**	STD / 165 - STD /166
17	SECTION X - CONTRACT FORMS	STD / 167 - STD /182
18	**PART IV- BILLS OF QUANTITIES**	STD/183
19	PARTICULAR PRELIMINARIES	PP/1- PP/10
20	GENERAL PRELIMINARIES	GP1 - GP/14
21	BUILDERS WORK	SDIP/11
22	ELECTRICAL INSTALLATION SERVICES	ELEC/1- ELEC/38
23	MECHANICAL INSTALLATION SERVICES	MECH/1- MECH/175
24	GRAND SUMMARY	GS/1

Prepared by: -

Quantities and Contracts Department,
State Department for Public Works,
P.O Box 30743-00100
NAIROBI.

The contract for the above-mentioned works entered into this …….. day of ……. 2024 by the undersigned refers to these Bills of Quantities and the Ministry of Works General Specification dated March, 1976 (together with any amendments issued thereto) shall be read and construed as part of the said contract.

……	……
CONTRACTOR	PRINCIPAL SECRETARY- STATE DEPARTMENT FOR INVESTMENTS PROMOTION P.O BOX 30057-00100 NAIROBI.
Date……	Date……

SPECIAL NOTES

1) The Contractor is required to check the numbers of the pages of these Bills of Quantities and should he find any missing or in duplicate or figures indistinct he must inform the Principal Secretary, State Department for Public Works, Ngong Road, Nairobi at once and have the same rectified.

2) Should the Contractor be in doubt about the precise meaning of any item or figure for any reason whatsoever, he must inform the Principal Secretary, Stated Department for Public Works, Ngong Road, Head Office in order that the correct meaning may be decided before the date for submission of tenders.

3) No liability will be admitted nor claim allowed in respect of errors in the Contractor's Tender due to mistakes in the Specifications which should have been rectified in the manner described above.

SIGNATURE PAGE AND NOTES

REPUBLIC OF KENYA

MINISTRY OF INVESTMENT, TRADE AND INDUSTRY

STATE DEPARTMENT FOR INVESTMENT PROMOTION

P.O BOX 30057 – 00100, NAIROBI

TENDER NO. MITI/SDIP/01/2023-2024

NAME:PROPOSED PARTITIONING OF 14TH FLOOR NSSF BUILDING FOR STATE DEPARTMENT FOR INVESTMENTS PROMOTION – NAIROBI COUNTY

IDENTIFICATION OF TENDER:W.P. ITEM NO. D1174 NB/NB 2301 JOB NO. 11293A

TENDER DOCUMENTS FOR PROCUREMENT OF WORKS (BUILDING AND ASSOCIATEDCIVILENGINEERINGWORKS)

1) NAME AND CONTACT ADDRESSES O FPROCURING ENTITY

Name:PRINCIPAL SECRETARY- STATE DEPARTMENT FOR INVESTMENTS PROMOTION

Address:P.O BOX 30057-00100, NAIROBI.

Email:info@investmentpromotion.go.ke

2) Invitation to Tender (ITT) No:W.P. ITEM NO. D1174 NB/NB 2301 JOB NO. 11293A

3) TenderName **PROPOSED PARTITIONING OF 14TH FLOOR NSSF BUILDING FOR STATE DEPARTMENT FOR INVESTMENTS PROMOTION – NAIROBI COUNTY**

INVITATION TO TENDER

PROCURINGENTITY: PRINCIPAL SECRETARY- STATE DEPARTMENT FOR INVESTMENTS PROMOTION: P.O BOX 30057-00100, NAIROBI

CONTRACT NAME AND DESCRIPTION: *PROPOSED PARTITIONING OF 14TH FLOOR NSSF BUILDING FOR STATE DEPARTMENT FOR INVESTMENTS PROMOTION – NAIROBI COUNTY*

1. The Principal Secretary- State Department for Investments Promotion – invites sealed tenders for the Proposed Partitioning of 14th Floor Nssf Building for State Department for Investments Promotion – Nairobi County

2. Tendering will be conducted under open competitive method (National) using standardized tender document.Tendering is open to all qualified and interestedTenderers.

3. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours from 0800 to 1700 hours at the address given below:

4.

Principal Secretary-
State Department for Investments Promotion
NSSF Building-Bishops Road, Block A- Eastern Wing: 12th Floor
P.O Box 30057-00100
Tel +254-020-7850009
Nairobi Kenya
Email: info@investmentpromotion.go.ke.

5. A complete set of tender documents may be viewed and downloaded for free from the website *www.investmentpromotion.go.ke*. Tenderers who download the tender document must forward their particulars immediately to the address indicated above to facilitate any further clarification or addendum.

6. Tenders shall be quoted in Kenya Shillings and shall includea all taxes and remain valid for **180 days** from the date of opening.

7. All Tenders must be accompanied by a tender Security/Bid Bond in the form of a Bank Guarantee from a bank or insurance company approved by Public Procurement Regulatory Authority (PPRA) of **Ksh750,000.00.**

8. TheTenderer shall chronologically serialize all pages of the tender documents submitted.

9. Completed tenders must be addressed and delivered to the tender box situated at the lifts lobby of the address given above so as to be received on or before Thursday **29th February 2024 at 10.00 a.m.** ElectronicTenders *will not* be permitted.

10. Tenders will be publicly opened immediately after the date and time specified above in the presence of the Tenderers' designated representatives who choose to attend.

11. Late tenders will be rejected.

Head, Supply Chain Management Services

PART1:TENDERINGPROCEDURES

SECTION I - INSTRUCTIONS TO TENDERERS

A GENERALPROVISIONS

1.0 Scope oftender

1.1 TheProcuringEntityasdefinedintheAppendixtoConditionsofContractinvitestendersforWorksContractas described in the tender documents. The name, identification, and number of lots (contracts) of this Tender DocumentarespecifiedintheTDS.

1.2 Throughoutthistenderingdocument:

a) Theterm"inwriting"meanscommunicatedinwrittenform(e.g.bymail,e-mail,fax,includingifspecified in the TDS,distributedorreceivedthroughtheelectronic-procurementsystemusedbytheProcuringEntity) withproofofreceipt;

b) ifthecontextsorequires,"singular"means"plural"andviceversa;

c) "Day"meanscalendarday,unlessotherwisespecifiedas"BusinessDay".ABusinessDayisanydaythatis anofficialworkingdayoftheProcuringEntity.Itexcludesofficialpublicholidays.

2.0 Fraud andcorruption

2.1 TheProcuringEntityrequirescompliancewiththeprovisionsofthePublicProcurementandAssetDisposalAct, 2015, Section 62 "Declaration not to engage in corruption". The tender submitted by a person shall include a declarationthatthepersonshallnotengageinanycorruptorfraudulentpracticeandadeclarationthattheperson orhisorhersub-contractorsarenotdebarredfromparticipatinginpublicprocurementproceedings.

2.2 TheProcuringEntityrequirescompliancewiththeprovisionsoftheCompetitionAct2010,regardingcollusivepractices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminaland/orcivilsanctionsmaybeimposed.Tothiseffect,Tendersshallberequiredtocompleteandsignthe "CertificateofIndependentTenderDetermination"annexedtotheFormofTender.

2.3 Tenderers shall permit and shall cause their agents (whether declared or not), subcontractors,sub-consultants, serviceproviders,suppliers,andtheirpersonnel,topermittheProcuringEntitytoinspectallaccounts,records and other documents relating to any initial selection process, pre-qualification process, tender submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointedbytheProcuringEntity.

2.4 Unfair Competitive Advantage - Fairness and transparency in the tender process require that the firms ortheir Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consultingservicesrelatedtothistender.Tothatend,theProcuringEntityshallindicateintheDataSheetand makeavailabletoallthefirmstogetherwiththistenderdocumentallinformationthatwouldinthatrespectgive suchfirmanyunfaircompetitiveadvantageovercompetingfirms.

3.0 Eligibletenderers

3.1 ATenderermaybeafirmthatisaprivateentity,astate-ownedenterpriseorinstitutionsubjecttoITT3.8,oran individualoranycombinationofsuchentitiesintheformofajointventure(JV)underanexistingagreementor with the intenttoenterintosuchanagreementsupportedbyaletterofintent.Inthecaseofajointventure,all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contractterms.TheJVshallnominateaRepresentativewhoshallhavetheauthoritytoconductallb

usinessfor and on behalf of any and all the members of the JV during the tendering process and, in the event the JV is awarded the Contract, during contract execution. Members of a joint venture may not also make anindividual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender.ThemaximumnumberofJVmembersshallbespecifiedintheTDS.

3.2 PublicOfficersoftheProcuringEntity,theirSpouses,Child,Parent,BrothersorSister.Child,Parent, BrotherorSisterofaSpouse,theirbusinessassociatesoragentsandfirms/organizationsinwhichthey haveasubstantialorcontrollinginterestshallnotbeeligibletotenderorbeawardedacontract.Publi c Officersarealsonotallowedtoparticipateinanyprocurementproceedings.

3.3 A Tenderer shall not have a conflict of interest. Any tenderer found to have a conflict of interest shall be disqualified.Atenderermaybeconsideredtohaveaconflictofinterestforthepurposeofthistenderi ngprocess, ifthetenderer:

a) Directly or indirectly controls, is controlled by or is under common control with an other tenderer;

b) Receives or has received any director indirect subsidy from another tenderer;

c) Has the same legal representative as an other tenderer;

d) Has a relationship with an other tenderer, directly or through common third parties, that puts it in a position to influence the tender of an other tenderer, or influence the decisions of the Procuring Entity regarding this tendering process;

e) Any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods or works that are the subject of the tender;

f) Any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as a consultant for Contract implementation;

g) Would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the contract specified in this Tender Document;

h) Has a close business or personal relationship with senior management or professional staff of the Procuring Entity who has the ability to influence the bidding process and:

   i) Are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract; or

   ii) May be involved in the implementation or supervision of such Contract unless the conflicts temming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.

3.4 A tenderer shall not be involved in corrupt, coercive, obstructive or fraudulent practice. A tenderer that is proven to have been involved in any of these practices shall be automatically disqualified

3.5 A Tenderer (either individually or as a JV member) shall not participate in more than one Tender, except for permitted alternative tenders. This includes participation as a subcontractor in other Tenders. Such participation shall result in the disqualification of all Tenders in which the firm is involved. Members of a joint venture may not also make an individual tender, be a sub-contractor in a separate tender or be part of another joint venture for the purposes of the same Tender. A firm that is not a tenderer or a JV member may participate as a subcontractor in more than one tender.

3.6 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to

ITT3.9. ATenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related Services.

3.7 A Tenderer that has been debarred from participating in public procurement shall be ineligible to tender or be awarded a contract. The list of debarred firms and individuals is available from the website of PPRA www.ppra.go.ke.

3.8 A Tenderer that is a state-owned enterprise or a public institution in Kenya may be eligible to tender and be awarded Contract(s) only if it is determined by the Procuring Entity to meet the following conditions, i.e. if it is:

i) A legal public entity of Government and/or public administration,

ii) financially autonomous and not receiving any significant subsidies or budget support from any public entity or Government, and;

(iii) operating under commercial law and vested with legal rights and liabilities similar to any commercial enterprisetoenableitcompetewithfirmsintheprivatesectoronanequalbasis.

3.9 Firms and individuals shall be ineligible if their countries of origin are:

(a) As a matter of law or official regulations, Kenya prohibits commercial relations with that country;

(b) By an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of theCharterof the United Nations, Kenya prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.

A tenderer shall provide such documentary evidence of eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.

3.10 Foreign tenderers are required to source at least forty (40%) percent of their contract inputs (in supplies, local sub-contracts and labor) from citizen suppliers and contractors. To this end, a foreign tenderer shall provide in its tender documentary evidence that this requirement is met. Foreign tenderers not meeting this criterion will be automatically disqualified. Information required to enable the Procuring Entity determine if this condition is met shall be provided for this purpose in *"SECTIONI II - EVALUATION AND QUALIFICATION CRITERIA, Item 9".*

3.11 Pursuant to the eligibility requirements of ITT 3.10, a tender is considered a foreign tenderer, If it is registered in Kenya and has less than 51 percent ownership by nationals of Kenya and if it does not subcontract to foreign firms or individuals more than 10 percent of the contract price, excluding provisional sums. JVs are considered as foreign tenderers if the individual member firms registered in Kenya have less 51 percent ownership by nationals of Kenya. The JV shall not subcontract to foreign firms more than 10 percent of the contract price, excluding provisional sums.

3.12 The National Construction Authority Act of Kenya requires that all local and foreign contractors be registered with the National Construction Authority and be issued with a Registration Certificate before they can undertake any construction works in Kenya. Registration shall not be a condition for tender, but it shall be a condition of contract award and signature. A selected tenderer shall be given opportunity to register before such award and signature of contract. Application for registration with National Construction Authority may be accessed from the website www.nca.go.ke.

3.13 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website www.cak.go.ke.

4.14 A kenyan tenderer shall be eligible to tender if it provides evidence of having fulfilled his/her tax obligations by producing valid tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

4.0 Eligiblegoods, equipment, and services

4.1 Goods, equipment and services to be supplied under the Contract may have their origin in any country that is not ineligible under ITT 3.9. At the Procuring Entity's request, Tenderers may be required to provide evidence of the origin of Goods, equipment and services.

4.2 Any goods, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment shall not be eligible for procurement.

5.0 Tenderer'sresponsibilities

5.1 The tenderer shall bear all costs associated with the preparation and submission of his/her tender, and the Procuring Entity will in no case be responsible or liable for those costs.

5.2 The tenderer, at the tenderer's own responsibility and risk, is encouraged to visit and examine and inspect the Site of the Works and its surroundings and obtain all information that may be necessary for preparing the tender and entering into a contract for construction of the Works. The costs of visiting the Site shall beat the tenderer's own expense.

5.3 The Tenderer and any of its personnel or agents will be granted permission by the Procuring Entity to enter upon its premises and lands for the purpose of such visit. The Tenderer shall indemnify the Procuring Entity again stall liability arising from death or personal injury, loss of or damage to property, and any other losses and expenses incurred as a result of the examination and inspection

5.4 The tenderer shall provide in the Form of Tender and Qualification Information, a preliminary description of the proposed work method and schedule, including charts, as necessary or required.

B. CONTENTS OF TENDER DOCUMENTS

6.0 Sections of TenderDocument

6.1 The tender document consists of Parts 1, 2, and 3, which includes all the sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITT 10.

PART 1: Tendering Procedures
Section I – Instructions toTenderers
Section II – Tender Data Sheet (TDS)
Section III- Evaluation and Qualification
Criteria Section IV – Tendering Forms

PART 2: Works'
Requirements Section V -
Bills of Quantities Section
VI - Specifications Section
VII - Drawings

PART 3: Conditions of Contract and Contract Forms
Section VIII - General Conditions (GCC)
Section IX - Special Conditions of Contract
Section X- Contract Forms

6.2 The Invitation to Tender Notice issued by the Procuring Entity is not part of the Contract documents. Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the Tender document, responses to requests for clarification, the minutes of a pre-arranged site visit and those of the pre-Tender meeting (if any), or Addenda to the Tender document in accordance with ITT 10. Incase of any contradiction, documents obtained directly from the Procuring Entity shall prevail.

6.3 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the Tender Document and to furnish with its Tender all information and documentation as is required by the Tender document.

7.0 Clarification of Tender Document, Site Visit, Pre-tender Meeting

7.1 A Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the **TDS** or raise its enquiries during the pre-Tender meeting if provided for in accordance with ITT 7.2. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the **TDS** prior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender documents in accordance with ITT 7.4, including a description of the inquiry but without identifying its source. If so specified in the **TDS**, the Procuring Entity shall also promptly publish its response at the web page identified in the **TDS**. Should the clarification result in changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents following the procedure under ITT 8 and ITT 22.2.

7.2 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine and inspect the site(s) of the required contracts and obtain all information that may be necessary for preparing a tender. The costs of visiting the Site shall be at the Tenderer's own expense. The Procuring Entity shall specify in the **TDS** if a pre-arranged Site visit and or a pre-tender meeting will be held, when and where. The Tenderer's designated representative is invited to attend a pre-arranged site visit and a pre-tender meeting, as the case may be. The purpose of the site visit and the pre-tender meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

7.3 The Tenderer is requested to submit any questions in writing, to reach the Procuring Entity not later than the period specified in the **TDS** before the meeting.

7.4 Minutes of a pre-arranged site visit and those of the pre-tender meeting, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents. Minutes shall not identify the source of the questions asked.

7.5 TheProcuring Entity shall al so promptly publish anonymized (*no names*) Minutes of the pre-arranged site visit and those of the pre-tender meeting at the web page identified in the **TDS**. Any modification to the Tender Documents that may become necessary as a result of the pre-arranged site visit and those of the pre-tender meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT 8 and not through the minutes of the pre-Tender meeting. Non-attendance at the pre-arranged site visit and the pre-tender meeting will not be a cause for disqualification of a Tenderer.

8.0 Amendment of TenderDocuments

8.1 At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the Tender Documents by issuing addenda.

8.2 Any addendum issued shall be part of the Tender Documents and shall be communicated in writing to all who have obtained the Tender Documents from the Procuring Entity. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's website in accordance with ITT 7.5.

8.3 To give Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity should extend the dead line for the submission of Tenders, pursuant to ITT 22.2.

C. PREPARATION OF TENDERS

9. Cost of Tendering

The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

10.0 Language of Tender

The Tender, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring Entity, shall be written in the English Language. Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate and notarized translation of the relevant passages into the English Language, in which case, for purposes of interpretation of the Tender, such translation shall govern.

11.0 Documents Comprising theTender

11.1 The Tender shall comprise the following:

a) Form of Tender prepared in accordance with ITT 12;
b) Schedules including priced Bill of Quantities, completed in accordance with ITT 12 and ITT 14;
c) Tender Security or Tender-Securing Declaration, in accordance with ITT 19.1;
d) Alternative Tender, if permissible, in accordance with ITT 13;
e) *Authorization:* written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordancewithITT20.3;
f) *Qualifications:* documentary evidence in accordance with ITT 17 establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted;
g) *Conformity:* a technical proposal in accordance with ITT 16;
h) Any other document required in the **TDS.**

11.2 In addition to the requirements under ITT 11.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of

intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender, together with a copy of the proposed JV Agreement. Change of membership and conditions of the JV prior to contract signature will render the tenderliable for disqualification.

12.0 Form of Tender and Schedules

12.1 The Form of Tender and Schedules, including the Bill of Quantities ,shall be prepared using the relevant form*s* furnished in SectionIV, Tendering Forms. The forms must becompleted without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 20.3. All blank spaces shall be filled in with the information requested. The Tenderer shall chronologically serialize all pages of the tender documents submitted.

12.2 TheTenderershallfurnishintheFormofTenderinformationoncommissionsandgratuities,ifany,paidortobe paidtoagentsoranyotherpartyrelatingtothisTender.

13. AlternativeTenders

13.1 UnlessotherwisespecifiedintheTDS,alternativeTendersshallnotbeconsidered.

13.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the **TDS**, and the method of evaluating different alternative times for completion will be described in Section III, EvaluationandQualificationCriteria.

13.3 ExceptasprovidedunderITT13.4below,Tendererswishingtooffertechnicalalternativestothereq uirements of the TenderDocumentsmustfirstpricetheProcuringEntity'sdesignasdescribedintheTenderDocument sand shall further provide all information necessary for a complete evaluation of the alternative by the Procuring Entity, including drawings, design calculations, technical specifications, breakdown of prices, and proposed constructionmethodologyandotherrelevantdetails.Onlythe technical alternatives,ifany,oftheTendererwith theWinningTenderconformingtothebasictechnicalrequirementsshallbeconsideredbytheProcu ringEntity.

13.4 WhenspecifiedintheTDS,Tenderersarepermittedtosubmitalternativetechnicalsolutionsforspec ifiedparts of the Works,andsuchpartswillbeidentifiedintheTDS,aswillthemethodfortheirevaluating,anddescrib ed inSectionVII,Works'Requirements.

14.0 TenderPricesandDiscounts

14.1 Thepricesanddiscounts(includinganypricereduction)quotedbytheTendererintheFormofTend erandinthe BillofQuantitiesshallconformtotherequirementsspecifiedbelow.

14.2 The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items againstwhichnorateorpriceisenteredbytheTendershallbedeemedcoveredbytheratesforothe ritemsin theBillofQuantitiesandwillnotbepaidforseparatelybytheProcuringEntity.Anitemnotlistedinth epriced BillofQuantitiesshallbeassumedtobenotincludedintheTender,andprovidedthattheTenderisdet ermined substantially responsive notwithstanding this omission, the average price of the item quoted by substantially responsiveTendererswillbeaddedtotheTenderpriceandtheequivalenttotalcostoftheTenderso determined will be usedforpricecomparison.

14.3 ThepricetobequotedintheFormofTender,inaccordancewithITT12.1,shallbethetotalpriceofthe Tender, includinganydiscountsoffered.

14.4 The Tenderer shall quote any discounts and the methodology for their application in the Form of Tender, in accordancewithITT12.1.

14.5 ItwillbespecifiedintheTDSiftheratesandpricesquotedbytheTendererareorarenotsubjecttoadjustment duringtheperformance of the ContractinaccordancewiththeprovisionsoftheConditionsofContract,except incaseswherethecontractissubjecttofluctuationsandadjustments,notfixedprice.Insuchacase,the Tenderer shallfurnishtheindicesandweightingsforthepriceadjustmentformulaeintheScheduleofAdjustmentData and the ProcuringEntitymayrequiretheTenderertojustifyitsproposedindicesandweightings.

14.6 Where tenders are being invited for individual lots (contracts)or for any combination of lots (packages), tenderers wishing to offer discounts for the award of more than one Contract shall specify in their Tender the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITT 14.4, provided the Tenders for all lots (contracts) are openedatthesametime.

14.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 30 days prior to the deadline for submission of Tenders, shall be included in the rates and prices and the total Tender Price submitted by the Tenderer.

15.0 Currencies of Tender and Payment

15.1 The currency(ies) of the Tender and the currency(ies) of payments shall be the same.

15.2 Tenderers shall quote entirely in Kenya Shillings. The unit rates and the prices shall be quoted by the Tenderer in the Bill of Quantities, entirely in Kenya shillings.

a) A Tenderer expecting to incur expenditures in other currencies for inputs to the Works supplied from outside Kenya (referred to as "the foreign currency requirements") shall (if so allowed in the TDS) indicate in the Appendix to Tender the percentage(s) of the Tender Price (excluding Provisional Sums), needed by the Tenderer for the payment of such foreign currency requirements, limited to no more than two foreign currencies.

b) The rates of exchange to be used by the Tenderer in arriving at the local currency equivalent and the percentage(s) mentioned in (a) above shall be specified by the Tenderer in the Appendix to Tender and shall be based on the exchange rate provided by the Central Bank of Kenya on the date 30 days prior to the actual date of tender opening. Such exchange rate shall apply for all foreign payments under the Contract.

15.3 Tenderers may be required by the Procuring Entity to justify, to the Procuring Entity's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Schedule of Adjustment Data in the Appendix to Tender are reasonable, in which case a detailed break down of the foreign currency requirements shall be provided by Tenderers.

16.0 Documents Comprising the Technical Proposal

The Tenderer shall furnish a technical proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV, Tender Forms, insufficient detail to demonstrate the adequacy of the Tenderer's proposal to meet the work's requirements and the completion time.

17.0 Documents Establishing the Eligibility and Qualifications of the Tenderer

17.1 Tenderers shall complete the Form of Tender, included in Section IV, Tender Forms, to

establish Tenderer's eligibility in accordance with ITT 4.

17.2 In accordance with Section III, Evaluation and Qualification Criteria, to establish its qualifications to perform the Contract the Tenderer shall provide the information requested in the corresponding information sheets included in Section IV, Tender Forms.

17.3 If a marg in of preference applies as specified in accordance with ITT 33.1, nation al tenderers, individually or in joint ventures, applying for eligibility for national preference shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITT 33.1.

17.4 Tenderers shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a particular contractor or group of contractors qualifies for a margin of preference. Further the information will enable the Procuring Entity identify any actual or potential conflict of interest in relation to the procurement and/or contract management processes, or a possibility of collusion between tenderers, and thereby help to prevent any corrupt influence in relation to the procurement process or contract management.

17.5 The purpose of the information described **in ITT 17.4** above overrides any claims to confidentiality which a tenderer may have. There can be no circumstances in which it would be justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by the Procuring Entity as a justification for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.

17.6 The Tenderer shall provide further documentary proof, information or authorizations that the Procuring Entity may request in relation to owner ship and control which in formation on any changes to the information which was provided by the tenderer under ITT 6.4. The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.

17.7 All information provided by the tenderer pursuant to these requirements must be complete, current and accurate as at the date of provision to the Procuring Entity. In submitting the information required pursuant to these requirements, the Tenderer shall warrant that the information submitted is complete, current and accurate as at the date of submission to the Procuring Entity.

17.8 If a tenderer fails to submit the information required by these requirements, its tender will be rejected. Similarly, iftheProcuring Entity is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by a tenderer pursuant to these requirements, then the tender will be rejected.

17.9 If information submitted by a tenderer pursuant to these requirements, or obtained by the Procuring Entity (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the tenderer in relation to the procurement or contract management process, then:

i) If the procurement process is still ongoing, the tenderer will bed is qualified from the procurement process,

ii) if the contract has been awarded to that tenderer, the contract award will be set as idepending the outcome of (iii),

iii) the tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other person shave committed any criminal offence.

17.10 If a tenderer submits information pursuant to these requirements that is in complete, in accurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 17.8 will ensue unless the tenderer can show to the reasonable satisfaction of the Procuring Entity that any such act was not material, or was due to genuine error which was not attributable to the intentional act, negligence or recklessness of the tender.

18.0 Period of Validity of Tenders

18.1. Tenders shall remain valid for the Tender Validity period specified in the **TDS**. The Tender Validity period starts from the date fixed for the Tender submission deadline (as prescribed by the Procuring Entity in accordance with ITT 22). At ender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

18.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may requestTendererstoextendtheperiodofvalidityoftheirTenders.Therequestandtheresponsessha llbemadein writing. If a Tender Security is requested in accordance with ITT 19, it shall also be extended for thirty (30) days beyond the deadline of the extended validity period. A Tenderer may refuse the request without forfeiting its Tendersecurity.ATenderergrantingtherequestshallnotberequiredorpermittedtomodifyitsTend er.

19.0 TenderSecurity

19.1 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender Security as specified in the **TDS**, in original form and, in the case of a Tender Security, in the amount and currency **specified** in the **TDS**. A Tender-Securing Declaration shall use the form included in Section IV, TenderForms.

19.2 If a Tender Security is specified pursuant to ITT 19.1, the Tender Security shall be a demand guarantee in any of the following forms at the Tenderer's option:

I) cash;

ii) a bank guarantee;

iii) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority;

(iv) a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya, from a reputable source, and an eligible country.

19.3 If an unconditional bank guarantee is issued by a bank located outside Kenya, the issuing bank shall have a correspondent bank located in Kenya to make it enforceable. The Tender Security shall be valid for thirty (30) days beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT 18.2.

19.4 If a Tender Security or Tender-Securing Declaration is specified pursuant to ITT 19.1, any Tender not accompanied by a substantially responsive Tender Security or Tender-Securing Declaration shall be rejected by the Procuring Entity as non-responsive.

19.5 If a Tender Security is specified pursuant to ITT 19.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the Contract and furnishing the Performance Security and any other documents required in the TDS. The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non-responsive or a bidder declines to extend tender validity period.

19.6 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance

Security, and any other documents required in the TDS.

19.7 The Tender Security may be forfeited or the Tender-Securing Declaration executed:

a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Form of Tender, or any extension there to provided by the Tenderer; or

b) if the successful Tenderer fails to: -

i) signthe Contract in accordance with ITT47; or

ii) furnish a Performance Security and if required in the TDS, and any other documents required in the TDS.

19.8 Where tender securing declaration is executed, the Procuring Entity shall recommend to the PPRA to debars the Tenderer from participating in public procurement as provided in the law.

19.9 The Tender Security or the Tender-Securing Declaration of a JV shall be in the name of the JV that submits the Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of tendering, the Tender Security or the Tender-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITT 4.1 and ITT 11.2.

19.10 A tenderer shall not issue a tender security to guarantee itself.

20.0 Format and Signing ofTender

20.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 11 and clearly mark it "ORIGINAL." Alternative Tenders, if permitted in accordance with ITT 13, shall be clearly marked "ALTERNATIVE." In addition, the Tenderer shall submit copies of the Tender, in the number specified in the **TDS** and clearly mark them "COPY." In the event of any discrepancy between the origin a landthe copies, the original shall prevail.

20.2 Tenderers shall mark as "CONFIDENTIAL" all information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

20.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified in the**TDS**and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.

20.4 Incase the Tenderer is a JV, the Tender shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.

20.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

D. SUBMISSION AND OPENING OF TENDERS

21.0 Sealingand Marking ofTenders

21.1 The Tenderer shall deliver the Tender in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the Tender, addressed to the Procuring Entity and a warning not to open before the time and

date for Tender opening date. Within the single envelope, package or container, the Tenderer shall place the following separate, sealed envelopes:

a) in an envelope or package or container marked "ORIGINAL", all documents comprising the Tender, as described in ITT 11; and

b) in a nenvelope or package or container marked "COPIES", all required copies of the Tender; and

c) if alternative Tenders are permitted in accordance with ITT 13, and if relevant:

   i) in an envelope or package or container marked "ORIGINAL –ALTERNATIVE TENDER", the alternative Tender; and

   ii) in the envelope or package or container marked "COPIES- ALTERNATIVE TENDER", all required copies of the alternative Tender.

The inner envelopes or packages or containers shall:

a) bear the name and address of the Procuring Entity,

b) bear the name and address of the Tenderer; and

c) bear the name and Reference number of the Tender.

21.2 If an envelope or package or container is not sealed and marked as required, the *Procuring Entity* will assume no responsibility for the misplacement or premature opening of the Tender. Tenders misplaced or opened prematurely will not be accepted.

22.0 Deadline for Submission ofTenders

22.1 Tenders must be received by the Procuring Entity at the address specified in the **TDS** and no later than the date andtimealsospecifiedinthe**TDS.** When so specified in the **TDS**, tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified in the **TDS**.

22.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the TenderDocumentsinaccordance with ITT 8, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall there after be subject to the deadline as extended.

23.0 Late Tenders

The Procuring Entity shall not consider any Tender that arrives after the deadline for submissionof tenders, in accordance with ITT 22. Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

24.0 Withdrawal, Substitution, and Modification ofTenders

24.1 A Tenderer may withdraw, substitute, or modify its Tenderafterith as been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITT 20.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:

a) prepared and submitted in accordance with ITT 20 and ITT 21 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION;" and

b) received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 22.

24.2 Tenders requested to be withdrawn in accordance with ITT 24.1 shall be returned unopened to the Tenderers.

24.3 No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Form of Tender or any extension thereof.

25. Tender Opening

25.1 Except in the cases specified in ITT 23 and ITT 24.2, the Procuring Entity shall publicly open and read out all Tenders received by the deadline, at the date, time and place specified **in the TDS**, in the presence of Tenderers' designated representatives who chooses to attend. Any specific electronic Tender opening procedures required if electronic Tendering is permitted in accordance with ITT 22.1, shall be as specified in the **TDS.**

25.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelopes with the corresponding Tender shall not be opened but returned to the Tenderer. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.

25.3 Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.

25.4 Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorizationtorequestthemodificationandisreadoutatTenderopening.

25.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Price, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security or Tender-Securing Declaration, if required; and any other details as the Procuring Entity may consider appropriate.

25.6 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further for evaluation. The Form of Tender and pages of the Bill of Quantities (to be decided on by the tender opening committee) are to be initialed by the members of the tender opening committee attending the opening.

25.7 At the Tender Opening, the Procuring Entitys hall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 23.1).

25.8 The Procuring Entity shall prepare minutes of the Tender Opening that shall include, as a minimum: -

a) the name of the Tenderer and whether there is a withdrawal, substitution, or modification;
b) the Tender Price, per lot (contract) if applicable, including any discounts;
c) any alternative Tenders;
d) the presence or absence of a Tender Security, if new as required;
e) number of pages of each tender document submitted.

25.9 The Tenderers' representatives who are present shall be requested to sign the minutes. The omission of a Tenderer's signature on the minutes shall not invalidate the contents and effect of the minutes. A copy of the tender opening register shall be distributed to all Tenderers.

E. EVALUATION AND COMPARISON OF TENDERS

26. Confidentiality

26.1 Information relating to the evaluation of Tenders and recommendation of contract award shall not be disclosed to Tenderersorany other persons not officially concerned with the Tender process until information on Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 43.

26.2 Any effort by a Tenderer to influence the Procuring Entity in the evaluation of the Tenders or Contract award decisions may result in the rejection of its tender.

26.3 Not withstanding ITT 26.2, from the time of tender opening to the time of contract award, if a tenderer wishes to contact the Procuring Entity on any matter related to the tendering process, it shall do so in writing.

27.0 Clarification ofTenders

27.1 To assist in the examination, evaluation, and comparison of the tenders, and qualification of the tenderers, the Procuring Entity may, at its discretion, ask any tenderer for a clarification of its tender, given a reasonable time for aresponse. Any clarification submitted by a tenderer that is not in response to a request by the Procuring Entity shallnot be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of the tenders, in accordance with ITT 31.

27.2 If a tenderer does not provide clarifications of its tender by the date and time set in the Procuring Entity's request for clarification, its Tender may be rejected.

28.0 Deviations, Reservations, and Omissions

28.1 During the evaluation of tenders, the following definitions apply: -

a) *"Deviation"* is a departure from the requirements specified in the tender document;
b) *"Reservation"* is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tender document; and
c) *"Omission"* is the failure to submit part or all of the information or documentation required in the Tender document.

29.0 Determination of Responsiveness

29.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the tender itself, as defined in ITT 11.

29.2 A substantially responsive Tender is one that meets the requirements of the Tender document withoutmaterial deviation, reservation, or omission. A material deviation, reservation, or omission is one that, if accepted, would:

a) Affec tin any substantial way the scope, quality, or performance of the Works specified in the Contract;
b) limit in any substantial way, inconsistent with the tender document, the Procuring Entity's rights or the tenderer's obligations under the proposed contract;
c) if rectified, would unfairly affect the competitive position of other tenderers presenting substantially responsivetenders.

29.3 The Procuring Entity shall examine the technical aspects of the tender submitted in accordance with ITT 16, to confirm that all requirements of Section VII, Works' Requirements have been met without any material deviation, reservation or omission.

29.4 If a tender is not substantially responsive to the requirements of the tender document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

30.0 Non-material Non-conformities

30.1 Provided that a tender is substantially responsive, the Procuring Entity may waive any non-conformities in the tender.

30.2 Provided that a Tender is substantially responsive, the Procuring Entity may request that the tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non- conformities in the tender related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the price of the tender. Failure of the tenderer to comply with the request may result in the rejection of its tender.

30.3 Provided that a tender is substantially responsive, the Procuring Entity shall rectify quantifiable non-material non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified **in the TDS.**

31.0 Arithmetical Errors

31.1 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.

31.2 Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis: -

a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualificationofthetenderasnon-responsive.
b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bidpriceshallbe considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive. and
c) if there is a discrepancy between words and figures, the amount in words shall prevail

31.3 Tenderers shall be notified of any error detected in their bid during the notification of award.

32.0 Conversion to Single Currency

For evaluation and comparison purposes, the currency(ies) of the Tender shall be converted in to a single currency asspecified in the **TDS**.

33.0 Margin of Preference and Reservations

33.1 A margin of preference may be allowed only when the contract is open to international competitive tendering where foreign contractors are expected to participate in the tendering process and where the contract exceeds the value/threshold specified in the Regulations.

33.2 A margin of preference shall not be allowed unless it is specified so in the **TDS**.

33.3 Contracts procured on basis of international competitive tendering shall not be subject to reservations exclusive to specific groups as provided in ITT 33.4.

33.4 Where it is intended to reserve a contract to as pecific group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of

persons living with disability, as the case may be), and who are appropriately registered as such by the authority to be specified in the **TDS**, a procuring entity shall ensure that the invitation to tender specifically indicates that only businesses or firms belonging to the specified group are eligible to tender. No tender shall be reserved to more than one group. If not so stated in the Invitation to Tender and in the Tender documents, the invitation to tender will be open to all interested tenderers.

34.0 Nominated Subcontractors

34.1 Unless otherwise stated in the **TDS,** the Procuring Entity does not intend to execute any specific elements of the Works by subcontractors selected/nominated by the Procuring Entity. Incase the ProcuringEntity nominates a subcontractor, the subcontract agreement shall be signed by the Subcontractor and the Procuring Entity. The main contract shall specify the working arrangements between the main contractor and the nominated subcontractor.

34.2 Tenderers may propose sub-contracting up to the percentage of total value of contracts or the volume of works as specified in the **TDS**. Subcontractors proposed by the Tenderer shall be fully qualified for their parts of the Works.

34.3 Domestic subcontractor's qualifications shall not be used by the Tenderer to qualify for the Works unless their specialized parts of the Works were previously designated so by the Procuring Entity in the **TDS** a scan be met by subcontractors referred to hereafter as 'Specialized Subcontractors', in which case, the qualifications of the Specialized Subcontractorsproposed by the Tenderer may be added to the qualifications of the Tenderer.

35. Evaluation of Tenders

35.1 TheProcuring Entity shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification Criteria No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies the Procuring Entity shall determine theLowest Evaluated Tender in accordance with ITT 40.

35.2 To evaluate a Tender, the Procuring Entity shall consider the following:

a) priceadjustment in accordance with ITT 31.1 (iii); excluding provisional sums and contingencies, if any, but including Daywork items, where priced competitively;

b) price adjustment due to discounts offered in accordance with ITT 14.4;

c) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 32;

d) priceadjustment due to quantifiable non materialnon-conformities in accordance with ITT 30.3; and

e) any additional evaluation factors specified in the **TDS** and Section III, Evaluation and Qualification Criteria.

35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be consideredinTender evaluation.

35.4 Where the tender involves multiple lots or contracts, the tenderer will be allowed to tender for one or more lots (contracts). Each lot or contract will be evaluated in accordance with ITT 35.2. The methodology to determine the lowest evaluated tenderer or tenderers base done lot (contract) or based on a combination of lots (contracts), will be specified in Section III, Evaluation and Qualification Criteria. In the case of multiple lots or contracts, tenderer will be will be required to prepare the Eligibility and Qualification Criteria Form for each Lot.

36.0 Comparison of tenders

The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 35.2 to determine the Tender that has the lowest evaluated cost.

37.0 Abnormally low tenders and abnormally high tenders

Abnormally LowTenders

37.1 An Abnormally Low Tender is one where the Tender price, in combination with other elements of the Tender, appears so low that it raises material concerns as to the capability of the Tenderer in regards to the Tenderer's ability to perform the Contract for the offered Tender Price or that genuine competition between Tenderersis compromised.

37.2 In the event of identification of a potentially Abnormally Low Tender, the Procuring Entity shall seek written clarifications from the Tenderer, including detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any otherrequirements of the Tender document.

37.3 After evaluation of the price analyses, in the event that the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, the Procuring Entity shall reject the Tender.

Abnormally high tenders

37.4 Anabnormally high tender price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.

37.5 Incase of a nab normally high price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. The Procuring Entity may also seek written clarification from the tenderer on the reason for the high tender price. The Procuring Entity shall proceed as follows:

i) If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not a ccept the tender depending on the Procuring Entity's budget considerations.

ii) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high tender prices, the Procuring Entity shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case may be.

37.6 If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (*often due to collusion, corruption or other manipulations*), the Procuring Entity shall reject all Tenders and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise, before retendering.

38.0 Unbalanced and/ or front-loaded tenders

38.1 If in the Procuring Entity's opinion, the Tender that is evaluated as the lowest evaluated price is seriously unbalanced and/or frontloaded, the Procuring Entity may require the Tenderer

to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the tender prices with the scope of works, proposed methodology, schedule and any other requirements of the Tender document.

38.2 After the evaluation of the information and detailed price analyses presented by the Tenderer, the Procuring Entity may as appropriate:

a) accept theTender;

b) require that the total amount of the Performance Security be increased at the expense of the Tenderer to a level not exceeding a 30% of the Contract Price;

c) agree on a payment mode that eliminates the inherent risk of the Procuring Entity paying too much for undelivered works;

d) reject the Tender,

39.0 Qualifications of the tenderer

39.1 The Procuring Entity shall determine to its satisfaction whether the eligible Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender, meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

39.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 17. The determination shall not take into consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Sub-contractors if permitted in the Tender document), or any other firm(s) different from the Tenderer.

39.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the ProcuringEntityshallproceedto the Tenderer who offers a substantially responsive Tender with the next lowest evaluated price to make a similar determination of that Tenderer's qualifications to perform satisfactorily.

40.0 Lowest evaluated tender

Having compared the evaluated prices of Tenders, the Procuring Entity shall determine the Lowest Evaluated Tender. The Lowest Evaluated Tender is the Tender of the Tenderer that meets the Qualification Criteria and whose Tender has been determined to be:

a) Mostresponsive to the Tender document; and

b) the lowest evaluated price.

41.0 Procuring entity's right to accept any tender, and to reject any or all tenders.

The Procuring Entity reserves the right to accept or reject any Tender and to annul the Tender process and reject all Tenders at any time prior to Contract Award, without there by incurring any liability to Tenderers. Incase of annulment, all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers.

F. AWARD OF CONTRACT

42.0 Award criteria

The Procuring Entity shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest Evaluated Tender.

43.0 Notice of Intention to Enter into a Contract/Notification of Award

Uponaward of the contract and Prior to the expiry of the Tender Validity Period the Procuring Entity shall issue a Notification of Intention to Enter into a Contract/Notification of award to all tenderers which shall contain, at a minimum, the following information:

a) the name and address of the Tenderer submitting the successful tender;
b) the Contract price of the successful tender;
c) a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in (c) above already reveals the reason;
d) the expiry date of the Standstill Period; and
e) instruction son how to request a debriefing and/ or submit a complaint during the stand still period;

44.0 Stand still Period

44.1 The Contract shall not be signed earlier than the expiry of a Standstill Period of 14 days to allow any dissatisfied tender to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.

44.2 Where a Standstill Period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notification of Intention to Enter into a Contract with the successful Tenderer.

45.0 Debriefing by The Procuring Entity

45.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 43, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request.

45.2 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

46.0 Letter of Award

Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 42.1, upon addressing a complaint that has been filed with in the Standstill Period, the Procuring Entity shall transmit the Letter of Award to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21 days of the date of the letter.

47.0 Signing of Contract

47.1 Upon the expiry of the fourteen days of the Notification of Intention to enter in to contract and upon the parties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Contract Agreement.

47.2 Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and returnittotheProcuringEntity.

47.3 The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period.

48.0 Performance Security

48.1 Within twenty-one (21) days of the receipt of the Letter of Award from the Procuring Entity, the successful Tenderer shall furnish the Performance Security and, any other documents required in the **TDS**, in accordance with the General Conditions of Contract, subject to ITT 38.2 (b), using the Performance Security and other Forms included in Section X, Contract Forms, or another form acceptable to the Procuring Entity. A foreign institution providing a bank guarantee shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent bank is not required.

48.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security and otherdocuments required in the **TDS** or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the Tenderer offering the next Best Evaluated Tender.

48.3 Performance security shall not be required for contracts estimated to cost less than the amount specified inthe Regulations.

49.0 Publication of Procurement Contract

Within fourteen days after signing the contract, the Procuring Entity shall publish the awarded contract at its notice boards and websites; and on the Website of the Authority. At the minimum, the notice shall contain the following information:

a) name and address of the Procuring Entity;
b) name and reference number of the contract being awarded, a summary of its scope and the selection method used;
c) the name of the successful Tenderer, the final total contract price, the contract duration;
d) dates of signature, commencement and completion of contract;
e) names of all Tenderers that submitted Tenders, and their Tender prices as readout at Tender opening.

50.0 Procurement related Complaints and Administrative Review

50.1The procedures for making Procurement-related Complaints are as specified in the **TDS.**

50.2 A request for administrative review shall be made in the form provided under contract forms.

Section II - Tender Data Sheet (TDS)

The following specific data shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions herein shall prevail over those in ITT.

Reference to ITC Clause	PARTICULARSOFAPPENDIXTOINSTRUCTIONSTO TENDERS
	A.General
ITT1.1	The name of the contract is: **PROPOSED PARTITIONING OF 14TH FLOOR NSSF BUILDING FOR STATE DEPARTMENT FOR INVESTMENTS PROMOTION – NAIROBI COUNTY** The reference number of the Contract is:**W.P. ITEM NO. D1174 NB/NB 2301 JOB NO. 11293A** The Procuring Entity is: **PRINCIPAL SECRETARY- STATE DEPARTMENT FOR INVESTMENTS PROMOTION** Thenumberandidentificationoflots(contracts)comprisingthis Invitation for Tender is: **N/A**
ITT2.4	TheInformationmadeavailableoncompetingfirmsisasfollows: a. Standardtenderdocuments b. Bills ofquantities c. Specifications
ITT2.4	Thefirmsthatprovidedconsultingservicesforthecontractbeing tenderedforare: State Department for Public Works, P.O.BOX 30743-00100, NAIROBI; The roles are defined as follows: **ProjectManager:WorksSecretary** **Architect: Chief Architect** **Quantity Surveyor: Chief Quantity Surveyor Electrical** **Engineer: Chief Engineer ElectricalStructural Engineer:** **Chief Engineer Structural** **MechanicalEngineer:ChiefEngineerMechanical(BS)** **Interior Designer: Chief Designer**
ITT3.1	Maximumnumberof membersintheJointVenture(JV)shallbe:N/A
B.Contents ofTender Document	
ITT7.1	(i) TheTendererwillsubmitanyrequest for clarificationsinwritingatthe Address (ii)info@investmentpromotion.go.ke toreachtheProcuringEntitynotlaterthanas **indicated in the advertisement** TheProcuringEntityshallpublishitsresponseatthewebsiteinfo@investmentpromotion.go.ke
ITT7.2	(A)Apre-tenderconference will **not be held**
ITT7.3	TheTendererwillsubmitanyquestionsinwriting,toreachtheProcuringEntity notlaterthan**indicated in the advertisement**
ITT7.5	TheProcuringEntity'swebsitewhereMinutesofthepre-Tendermeetingandthe pre-arranged pretender will be published is N/A

Reference to ITC Clause	PARTICULARSOFAPPENDIXTOINSTRUCTIONSTO TENDERS
C.Preparationof Tenders	
ITT11.1 (h)	TheTenderershall submitthefollowingadditionaldocumentsinits Tender: a) **Original Standard tender documents as issued by the Procuring entity** b) **One copy of the filled and signed tender document**
ITT13.1	AlternativeTendersshallnotbeconsidered.
ITT13.2	Alternativetimesforcompletionshallnotbepermitted.
ITT13.4	Alternativetechnicalsolutionsshallbepermittedforthefollowingpartsofthe Works: shall not be permitted.
ITT13.8(a) (i) and (ii)	**Place of final Destination:** Principal Secretary- State Department for Investments Promotion NSSF Building Block A, Bishops Rd, Capital Hill, Nairobi. P.O Box 30057-00100 Nairobi Kenya
ITT13.8(b) (iii)	Price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination which is: **Kenya- Nairobi**
ITT13.8(c) (iv)	**Final Destination (project Site):** Principal Secretary- State Department for Investments Promotion NSSF Building Block A, Bishops Rd, Capital Hill, Nairobi. P.O Box 30057-00100 Nairobi Kenya
ITT14.5	ThepricesquotedbytheTenderershallbefixed.
ITT15.2(a)	Foreigncurrencyrequirementsnotallowed.
ITT18.1	TheTendervalidity periodshallbe**180days**.
ITT18.2	(a) TheNumberofdaysbeyondtheexpiryoftheinitialtendervalidityperiod will be 60 days. (b) TheTenderpriceshallbeadjustedbythefollowing percentagesofthetender price: (i) By0%ofthelocalcurrencyportionoftheContractpriceadjustedtoreflect localinflationduringtheperiodofextension, and (ii) By0%theforeigncurrencyportionoftheContractpriceadjustedtoreflectthe internationalinflationduringtheperiodofextension.
ITT19.1	Tender Security from /Bank Guarantee from a bank or insurances approved by Public Procurement Regulatory Authority (PPRA) in the amount of **Kenya shillings 750,000.00 valid for 180 days from tender opening date**The tender security shall be as per the prescribed forms.
ITT20.1	InadditiontotheoriginaloftheTender,thenumberofcopiesis:**ONE(1)**
ITT20.3	Thewrittenconfirmationofauthorizationtosignonbehalfofthe**Tenderershall** consist of: **CR 12 and written power of attorney/Authorization letter where applicable**

Reference to ITC Clause	PARTICULARSOFAPPENDIXTOINSTRUCTIONSTO TENDERS
	D.Submissionand OpeningofTenders
ITT22.1	(A) ForTendersubmissionpurposes only,the ProcuringEntity'saddressis: Principal Secretary- State Department for Investments Promotion - Tender Box located at NSSF Building Block A,12th Floor, Bishops Rd, Capital Hill, Nairobi. P.O Box 30057-00100 Nairobi-Kenya The deadline for Tender Submission is: Date: Friday, ***As indicated in the advertisement*** Time: ***As indicated in the advertisemen***. Tenderers**shallnot** have the option of submitting their Tenders electronically. The electronic Tendering submission procedures shall be: **Not Applicable**
ITT25.1	**TheTenderopeningshalltakeplaceat:** Principal Secretary State Department for Investments Promotion NSSF Building Block A, Bishops Rd, Capital Hill, Nairobi. P.O Box 30057-00100 Nairobi Kenya
	E.Evaluation,andComparisonof Tenders
ITT30.3	Theadjustmentshallbebasedontheaverage priceoftheitemorcomponentas quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders,theProcuringEntityshalluseits bestestimate.
TT32.1	The currency that shall be used for Tender evaluation and comparison purposes onlytoconvertatthesellingexchangerateallTenderpricesexpressedinvarious currencies into a single currency is: Kenya shillings.
ITT33.2	A margin of preference"shallnot"apply.
ITT33.4	Theinvitationtotenderisextendedtothefollowinggroupthatqualifyfor Reservations: Open to all
ITT34.1	At this time, the Procuring Entity"intends"toexecutecertainspecificpartsofthe Worksbysubcontractorsselectedinadvance.
ITT34.2	Contractor's may propose subcontracting: Maximum percentage of subcontracting permitted is: 0% of the total contract amount. Tenderers planning to subcontract more than 0% of total volume of work shall specify, in the Form of Tender, the activity (ies) or parts of the Works to be subcontracted along with complete details of the subcontractors and their qualification and experience.
ITT34.3	ThepartsoftheWorksforwhichtheProcuringEntitypermitsTenderertopropose SpecializedSubcontractorsaredesignatedasfollowing: 1. **Electrical Installation Services** 2. **Mechanical Installation Services** Fortheabove-designatedpartsoftheWorksthatmayrequireSpecialized Subcontractors,therelevantqualificationsoftheproposedSpecializedSubcontractors willbeaddedtothequalificationsoftheTendererforthepurposeofevaluation.

Reference to ITC Clause	PARTICULARSOFAPPENDIXTOINSTRUCTIONSTO TENDERS
ITT35.2 (e)	Additionalrequirementsapply.Thesearedetailedintheevaluationcriteriain Section III, Evaluation and Qualification Criteria.
	F. Award of Contract
ITT 41.1	The maximum percentage by which quantities may be increased is: *N/A* The maximum percentage by which quantities may be decreased is:**Not Applicable.**
ITT 41.1	The Procuring Entity shall increase or decrease the quantity of Goods and Related Services by an amount not exceed ----% and without any change in the unit prices or other terms and conditions of the Tender and the tendering document. **Not Applicable.**
ITT 47.3	Performance security if so required shall be 5% of the tender sum from a Reputable Bank or Insurance Company valid and renewable after one (1) year.
ITT50.1	TheproceduresformakingaProcurement-relatedComplaintaredetailedinthe "Notice of Intentionto AwardtheContract" hereinand arealsoavailablefrom the PPRA Website www.ppra.go.keor email complaints@ppra.go.ke. If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer shouldsubmititscomplaintfollowing theseprocedures,inwriting(bythequickest means available, that is either by hand delivery or email to: Principal Secretary State Department for Investments Promotion P.O Box 30057-00100 Nairobi-Kenya Email: info@investmentpromotion.go.ke Insummary,aProcurement-relatedComplaintmaychallengeanyofthefollowing (among others): (i) thetermsoftheTenderDocuments;and (ii) theProcuringEntity'sdecisiontoaward thecontract.

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

1.0 GENERAL PROVISIONS

1.1 This section contains the criteria that the Employer shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than specified in this tender document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms. The Procuring Entity shall use **the Standard Tender Evaluation Document for Goods and Works** for evaluating Tenders.

1.2 Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:

a) For construction turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established.

b) Value of single contract - Exchange rate prevailing on the date of the contract signature.

(c) Exchange rates shall be taken from the publicly available source identified in the ITT 14.3. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.

1.3 EVALUATION AND CONTRACT AWARD CRITERIA

The Procuring Entity shall use the criteria and methodologies listed in this Section to evaluate tenders and arrive at the Lowest Evaluated Tender. The tender that(i) meets the qualification criteria, (ii) has been determined to be substantially responsive to the Tender Documents, and (iii) is determined to have the Lowest Evaluated Tender price shall be selected for award of contract.

(1) Preliminary Evaluation

(2) Technical Evaluation/Qualification Form

(3) Financial Evaluation

(4) Recommendation for award

2.0 PRELIMINARY EXAMINATION FOR DETERMINATION OF

RESPONSIVENESS Preliminary examination for Determination of

Responsiveness

The Procuring Entity will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other mandatory requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements provided for in the preliminary evaluation criteria outlined below. The Standard Tender Evaluation Report Document for Goods and Works for evaluating Tenders provides very clear guide on how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination will be considered non-responsive and will not be considered further.

(1) **Stage 1 MANDATORY REQUIREMENTS**

Mandatory Instructions to Tenderers:

1. Tenderers must meet all the requirements in the Qualification Form (Mandatory Requirements). Failure to meet any of theMandatory Requirements will lead to automatic disqualification of the bidder.

2. For each of the Mandatory Requirements to qualify, the bidder must meet all the sub-requirements for each of these mandatory requirements.

3. For copies of original documents to be accepted as valid, they MUST be certified by a commissioner ofoaths. The Candidate MUST attach a valid practicing certificate and the active email address of thecommissioner of oaths he/she has used to certify the documents.

4. All documents provided may be verified for authenticity. Any document found not to be authentic will leadto automatic disqualification of the Bidder.

5. Tenderers must fill all the tendering forms in the format provided in this tender document

S/No	PRELIMINARY EVALUATION CRITERIA / MANDATORY REQUIREMENTS FOR MAIN CONTRACTOR
MR1	Dully filled, signed and stamped form of tender prepared in accordance with ITT 12
MR2	Provide proof of registration with the National Construction Authority **(NCA category 4 and above)** under builders works category with current annual contractors practicing license.
MR3	The "original" and "copy" of tender documents should be properly tape bound, paginated on all printed pages,initialized andstamped in the format issued by the procuring entity
MR4	Tender Security in accordance with ITT 19.1; of Bank Guarantee from a bank or insurances approved by Public Procurement Regulatory Authority (PPRA) in the amount of **Kenya shillings750,000.00. valid for 180 days from tender opening date,**The tender security shall be as per the prescribed forms.
MR5	Provide proof of power of attorney(of tender signatory if not director of the company/ partner, signed and stamped by Commissioner for Oaths
MR6	Valid Copy of Certificate of Incorporation/ Registration
MR7	Attach valid CR12 form showing the list of directors /shareholding (issued within the last 6 months).
MR8	Bidders shall provide valid tax compliance and PIN certificates
MR9	Letter of authority from The Contractor granting permission to seek references from the Tenderer's bankers.
MR10	Valid Copy of Current Single Business permit (**for the year 2024**) from any county
MR11	The bidder Must fill, sign and stamp Confidential BusinessQuestionnaire in the format provided, clearly indicatingContact address: Physical, Postal, Telephone and Emailaddress of the Firm
MR12	Valid Work Injury Benefit Insurance (WIBA) Valid for Six Month
MR13	Must duly fill the Certificate of Independent Tender Determination in the format provided
MR14	Must duly fill the Self-declaration form that the person/tenderer is not debarred in the matter of the Public Procurement and Asset Disposal Act 2015 in the format **- Form SD1.**
MR15	Must duly fill the Self-declaration that the person/tenderer will not engage in any corrupt or fraudulent practice in the format provided **- Form SD2**
MR16	Domestic Contractor's Agreement- A duly signed and stamped Agreement dated within the period of tender for this works between the Main contractor and the a) Electrical, Structured Cabling, CCTV, Audio Visuals, Dstv and Access Control Installation Workssubcontractor b) Sanitary Fittings, Internal Plumbing & Drainage, Fire Protection Equipment and Air ConditioningWorks Subcontractor (Not necessary if the main contractor is registered for specialist work)
NB	a) Any bidder who does not meet the above requirements will not be evaluated further and including its subcontractors

S/No	PRELIMINARY EVALUATION CRITERIA / MANDATORY REQUIREMENTS FOR MAIN CONTRACTOR
	b) The criteria for the subcontract bids shall be referred from the Mechanical and Electrical folios respectively and should include the following in addition • Subcontractors are required to fill code of ethics and certificate of independent determination Order of evaluation of works will be as follows: i) Preliminary evaluation of Main Works ii) Preliminary Evaluation of Electrical Installation Works, Mechanical Installation Works iii) Technical Evaluation of Main Works (Qualifiaction Form) iv) Technical Evaluation of Electrical & Mechanical Works and Financial Evaluation v) Financial Evaluation -Arithmetic error check, consistency of rates

This criterion shall be used to evaluate the bidders proposed to carry out the specialized works who shall be domestic subcontractors to the main bidder on award of the contract

3.0 TENDER EVALUATION (ITT 35)

Price evaluation: in addition to the criteria listed in ITT 35.2 (a) – (d) the following criteria shall apply:

(i) Alternative Completion Times, if permitted under ITT13.2, will be evaluated as follows: ……

(ii) Alternative Technical Solutions for specified parts of the Works, if permitted under ITT 13.4, will be evaluated as follows:……

(iii) Other Criteria; if permitted under ITT 35.2(j):

……

4.0 MULTIPLE CONTRACTS

4.1 Multiple contracts will be permitted in accordance with ITT 35.4. Tenderers are evaluated on basis of Lots and a lowest evaluated tenderer identified for each Lot. The Procuring Entity will select one Option of the two Options listed below for award of Contracts.

OPTION 1

(i) If a tenderer wins only one Lot, the tenderer will be awarded a contract for that Lot, provided the tenderer meets the Eligibility and Qualification Criteria for that Lot.

(ii) Ifatenderer wins more than one Lot, the tender will be awarded a contract for all won Lots, provided the tenderer meetstheaggregate Eligibility and Qualification Criteria for all the won Lots. The tenderer will be awarded only the combinations for which the tenderer qualifies and the others will be considered for award to second lowest the tenderers.

5.0 ALTERNATIVE TENDERS (ITT 13.1)

Alternative Tenders (ITT 13.1)

Analternative if permitted under ITT 3.1, will be evaluated as follows:

The Procuring Entity shall consider Tenders offered for alternatives as specified in Part 2 - Works requirements. Only the technical alternatives, if any, of the Tenderer with the Best Evaluated Tender conforming to the basic technical requirements shall be considered by the Procuring Entity.

6.0 MARGIN OF PREFERENCE

6.1 If the TDS so specifies, the Procuring Entity will grant a margin of preference of fifteen percent (15%) to be loaded on evaluated prices of the foreign tenderers, where the percentage of share holding of Kenyan citizensis less than fifty- one percent (51%).

6.2 Contractors shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a particular contractor or group of contractors qualifies for a margin of preference.

6.3 After Tenders have been received and reviewed by the Procuring Entity, responsive Tenders shall be assessed to ascertain their percentage of shareholding of Kenyan citizens. Responsive tenders shall be classified into the following groups:

i) *Group A:* tenders offered by Kenyan Contractors and other Tenderers where Kenyan citizens hold shares of over fifty one percent (51%).

ii) *Group B:* tenders offered by foreign Contractors and other Tenderers where Kenyan citizens hold shares of less than fifty one percent (51%).

6.4 All evaluated tenders in each group shall, as a first evaluation step, be compared to determine the lowest tender, and the lowest evaluated tender in each group shall be further compared with each other. If, as a result of this comparison, a tender from Group A is the lowest, it shall be selected for the award of contract. If a tender from Group B is the lowest, an amount equal to the percentage indicated in Item 6.1 of the respective tender price, including unconditional discounts and excluding provisional sums and the cost of day works, if any, shall be added to the evaluated price offered in each tender from Group B. All tenders shall then be compared using new prices with added prices to Group B and the lowest evaluated tender from Group A. If the tender from Group A is still the lowest tender, it shall be selected foraward. If not, the lowest evaluated tender from Group B based on the first evaluation price shall be selected.

7. Post qualification and Contract ward (ITT 39), more specifically,

a) In case the tender was subject to post-qualification, the contract shall be awarded to the lowest evaluated tenderer, subject to confirmation of pre-qualification data, if so required.

b) Incase the tender was not subject to post-qualification, the tender that has been determined to be the lowest evaluated tenderer shall be considered for contract award, subject to meeting each of the following conditions.

i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow of Kenya *Shillings***12,000,000.00** ***(Attach evidence in form of letter from bank, overdraft facility, current bank statements for the last 6 months)***_____

ii) Minimum average annual construction turnover of Kenya Shillings***100,000,000.00*** equivalent calculated as total certified payments received for contracts in progress and/or completed within the last_____**3**years.

(***Attach evidence in form of audited accounts serialized on every page; duly signed and stamped by a registered auditor /audit firm) (ICPAK REGISTERED- Attach Valid license for the auditor and Audit firm***

iii) Atleast_____**3**of contract(s) of a similar nature executed within Kenya, or the East African Community or a broad, that have been satisfactorily and substantially completed as a prime contractor, or joint venture member or sub-contractor each of minimum value Kenya shillings_____32,000,000_____equivalent.
(Attach evidence of letter of award, acceptance letter, contract signed and certificate of practical completion)

iv) Contractor's Representative and Key Personnel, which are specifiedas listed in qualification form_____

v) Contractors key equipment listed on the table "Contractor's Equipment" below and more specifically listed as *listed in qualification form*_____

iv) Other conditions depending on their seriousness.

a) **History of non-performing contracts:**

Tenderer and each member of JV in case the Tenderer is a JV, shall demonstrate that non-performance of a contract did not occur because of the default of the Tenderer, or the member of a JV in the last__*3 years* The required information shall be furnished in the appropriate form.

b) Pending Litigation

Financialpositionandprospectivelong-termprofit ability of the Single Tenderer, and in the case the Tenderer is a JV, of each member of the JV, shall remain sound according to criteria established with respect to Financial Capability under Paragraph (i) above if all pending litigation will be resolved against the Tenderer. Tenderer shall provide information on pending litigations in the appropriate form.

c) LitigationHistory

There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last
_____*3 years.* All parties to the contract shall furnish the information in the appropriate form about any litigation or arbitration resulting from contracts completed or on going underits execution over the years specified. A consistent history of awards against the Tenderer or any member of a JV may result in rejection of the tender.

STAGE 2 QUALIFICATION FORM / TECHNICAL EVALUATION

1	2	3	*4*	*5*	*6*
Item No.	Qualification Subject	Qualification Requirement	*Document To be Completed by Tenderer*	*Tenderer score*	*For Procuring Entity's Use (Qualification met or Not Met)*
1	History of Non-Performing Contracts	Non-performance of a contract did not occur as a result of contractor default since 1st January 2015	Form CON-2 5 marks		
2	Pending Litigation	Tender's financial position and prospective long-term profitability still sound according to criteria established in 3.1 and assuming that all pending litigation will NOT be resolved against the Tenderer.	Form CON – 2 5 marks		
3	Litigation History	No consistent history of court/arbitral award decisions against the Tenderer since 1st January *[2019]*.	Form CON – 2 5 marks		
1.		2. Non performance, as decided by the Employer, shall include all contracts where (a) nonperformance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted. 3. This requirement also applies to contracts executed by the Bidder as JV member.			
4	Financial Capabilities	(i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated at Kenya Shillings ***12,000,000.00***	Form FIN – 3.1, with attachments 5 marks		

1	2	3	*4*	*5*	*6*
Item No.	Qualification Subject	Qualification Requirement	*Document To be Completed by Tenderer*	*Tenderer score*	*For Procuring Entity's Use (Qualification met or Not Met)*
		equivalent for the subject contract(s) net of the Tenderer's other commitments. (ii) The Tenderers shall also demonstrate, to the satisfaction of the Procuring Entity, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments. (iii) The audited balance sheets or, if not required by the laws of the Tenderer's country, other financial statements acceptable to the Procuring Entity, for the last *[3]* years shall be submitted and must demonstrate the current soundness of the Tenderer's financial position and indicate its prospective long-term profitability. ***Attach evidence in form of letter from bank, overdraft facility, current bank statements for the last 6 months)_***	5 marks 5 marks		
5	Average Annual Construction Turnover	Minimum average annual construction turnover of Kenya Shillings ***100,000,000.00***, equivalent calculated as total certified payments received for contracts in progress and/or completed within the last *3* years, divided by *3* years ***Attach evidence in form of audited accounts serialized on every page; duly signed and stamped by a registered auditor /audit firm(ICPAK REGISTERED)***	Form FIN – 3.2 5 marks		
6	General Construction Experience	Experience under construction contracts in the role of prime contractor, JV member, sub-contractor, or management contractor for at least the last *8 years*, starting 1st January	Form EXP – 4.1 10 marks		

1	2	3	*4*	*5*	*6*
Item No.	Qualification Subject	Qualification Requirement	*Document To be Completed by Tenderer*	*Tenderer score*	*For Procuring Entity's Use (Qualification met or Not Met)*
		*2017.*attach atleast 1 no. certificate			
7	Specific Construction & Contract Management Experience	A minimum number of *3* similar contracts specified below that have been satisfactorily and substantially completed as a prime contractor, joint venture member, management contractor or sub-contractor between 1st January 2017 and tender submission deadline i.e. ….3 (contracts, each of minimum value Kenya shillings……***32,000,000.00……..*** equivalent. [Bidders shall attach copies of the following: a) Letters of Award or, b) Signed Contract and Completion Certificate for the respective projects. Or If project is ongoing it must be at least 80% complete. Bidder to attach copies of interim payment certificatesThe similarity of the contracts shall be based on the following: [*Based on Section VII, Scope of Works, specify the minimum key requirements in terms of physical size, complexity, construction method, technology and/or other characteristics including part of the requirements that may be met by specialized subcontractors, if permitted in accordance with ITT 34.3]*	Form EXP 4.2(a) 15 marks (5 marks for each contract)		

1. The similarity shall be based on the physical size, complexity, methods/technology and/or other characteristics described in the Bills of Quantities and Drawings. Summation of number of small value contracts (less than the value specified under requirement) to meet the overall requirement will not be accepted.
2. Substantial completion shall be based on 80% or more works completed under the contract.

3. For contracts under which the Bidder participated as a joint venture member or sub-contractor, only the Bidder's share, by value, shall be considered to meet this requirement.
4. In the case of JV, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members each of value equal or more than the minimum value required shall be aggregated.

Item No.	Qualification Subject	Qualification Requirement	*Document To be Completed by Tenderer*	*Tenderer score*	*For Procuring Entity's Use (Qualification met or Not Met)*
8	Contractors key equipment	1) Pick-ups- One (1) 2) Scaffoldings atleast 3sets **Notes** • If the equipment is owned, must provide **CLEAR** copies of logbook or proof of ownership. • If equipment is hired or leased Provide a commitment letter from the lessor of the equipment addressed to **PRINCIPAL SECRETARY-STATE DEPARTMENT FOR INVESTMENTS PROMOTION.** indicating that the lessor shall avail the equipment upon award of the tender and submit a copy of a written agreement to lease between lessee and lessor indicating list of equipment and their	Form EQU: Equipment 15 marks		

		corresponding copies of log books or proof of ownership bylessor; • The equipment listed shall be available on site whenrequired			
9	Contractor's Representative and Key Personnel	**a) Project Manager** Minimum qualifications and technical experience 1. Bachelor's degree in Architecture, Quantity Surveying, Construction Management or Civil / Structural Engineering. 2. Registered Professional with the respective registration bodies **Engineers Board of Kenya (EBK)** or **Board of Registration of Architects and Quantity Surveyors (BORAQS)** with a valid practicing license -**Mandatory** 3. General Experience –15years. 4. Specific experience on Construction of building works – 10years. **b) Site Agent** Minimum qualifications and technical experience 1. Higher Diploma in Building Construction or equivalent. 2. Specific experience on Construction of building works – 10years. **c) Foreman** Minimum qualifications and technical experience 1. Certificate- Building Construction,	Form PER -1 & Form PER -2 15 marks		

		Electrical, Mechanical 2. Experience – **5**years **d) Artisans 3No.** Minimum qualifications and technical experience 1 Trade Test certificate in relevant field 2Experience-5 years **e) Occupational Health and Safety Personnel** Qualifications and technical experience 1. Certificate- Occupational Safety and Health 2. Experience – **5**years **Note: Certified copies of certificates to be provided as evidence.**			
10	Work Methodology and Work Programme	1) Provided a detailed Work Methodology: Procedure on execution of activities as outlined in the BoQs. 2) Provide a detailed Work programme on **A3** using Micro soft Project 3) Detailed Cashflow Projections	10 marks		
Total					100

For the tenderer to move to the financial evaluation stage, it must score a minimum of 75 marks at the technical evaluation stage.

STAGE 3 -FINANCIAL EVALUATION

Uponcompletionofthetechnicalevaluationadetailedfinancialevaluationfor thebiddershallfollow. (Thefinancialevaluationshallproceedinthemannerdescribedinthe PublicProcurementand DisposalAct2015(Revised Edition 2022) of the laws of Kenya and Public Procurement and Disposal Regulations 2022

The evaluation shall be in threestages

a) Correction, revision, adjustment and amendment of tender.
b) Comparison of Ratesforthe bidder
c) Consistency of theRatesforthe bidder

A) Correction, revision, adjustment and amendment of tender

Tender sum will becorrected by the Procuring Entity asfollows to Clause 82(i) of PPADA 2015 (Revised Edition 2022) and Clause 31(a) of Standard Tender Document for Procurement for Procurement of Small Works.

i) Intheeventofadiscrepancybetweenthe tender amountasstatedintheformofTenderand the corrected tenderfigure intheMainsummary of the Billsof Quantities,the amountasstatedintheFormof tender shallprevail.

ii) Pursuant to section 82 the Public Procurement and Asset Disposal Act 2015(Revised Edition 2022),the tender sum as submitted and read out during tender opening shall be absolute and final and shallnot be subject correction, adjustment or amendment in any way by any person or entity.

iii) The Tenders with arithmetic errors shall be disqualified as per Clauses 33.2(b) of theStandard TenderDocument.Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive."

B) Comparisonof rates forthebidder

The evaluation committee will compare the rates with major components of the works and make note

C)Consistency oftheRates

The evaluationcommitteewillcomparetheconsistencyofratesforsimilaritemsandnoteallinconsistencies ofthe rates of similar items.

STAGE 4 -DUE DILIGENCE

Particularsofpost–qualificationifapplicable.**The Evaluation Committee may inspectthepremisesand conduct due diligence** to seek further clarification/confirmation, if necessary, to confirm authenticity/compliance of any condition of the tender/qualifications of the tenderer in line with **Section 83 (1) of the Public Procurement and Asset Disposal Act,2015(Revised Edition 2022)**

STAGE 5:RECOMMENDATION FORAWARD

Award Criteria: The firm achieving the lowest evaluated price will be awarded the contract in line with Section 86(1) of the Public Procurement and Disposal Act,2015(Revised Edition 2022)

SECTION IV - TENDERING FORMS

QUALIFICATION FORMS

1. FOREIGN TENDERERS 40%RULE

Pursuant to ITT 3.9, a foreign tenderer must complete this form to demonstrate that the tender fulfils this condition.

ITEM	Description of Work Item	Describe location of Source	COST in K. shillings	Comments, if any
A	Local Labor			
1				
2				
3				
4				
5				
B	Sub contracts from Local sources			
1				
2				
3				
4				
5				
C	Local materials			
1				
2				
3				
4				
5				
D	Use of Local Plant and Equipment			
1				
2				
3				
4				
5				
E	Add any other items			
1				
2				
3				
4				
5				
6				
	TOTAL COST LOCAL CONTENT		XXXXX	
	PERCENTAGE OF CONTRACT PRICE			

2. FORMEQU:EQUIPMENT

The Tenderer shall provide adequate information to demonstrate clearly that it has the capability to meet the requirementsforthekeyequipmentlistedinSectionIII,EvaluationandQualificationCriteria.AseparateFo rmshallbe preparedforeachitemofequipmentlisted,orforalternativeequipmentproposedbytheTenderer.

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment ☐ Owned ☐ Rented ☐ Leased ☐ Specially manufactured	

Omit the following information for equipment owned by the Tenderer.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

3. FORM PER -1

Contractor'sRepresentativeandKeyPersonnel Schedule

TenderersshouldprovidethenamesanddetailsofthesuitablyqualifiedContractor'sRepresentativea ndKeyPersonnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

Contractor' Representative and Key Personnel

1.	**Title of position:** Contractor's Representative	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]
2.	**Title of position:** *[_____]*	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]
3.	**Title of position:** *[_____]*	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]
4.	**Title of position:** *[_____]*	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]
5.	**Title of position:** *[insert title]*	
	Name of candidate	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]

4. FORM PER-2:

Resume and Declaration - Contractor's Representative and Key Personnel.

Name of Tenderer

Position [*#1*]: [*title of position from Form PER-1*]		
Personnel information	Name:	Date of birth:
	Address:	E-mail:
	Professional qualifications:	
	Academic qualifications:	
	Language proficiency: *[language and levels of speaking, reading and writing skills]*	
Details		
	Address of Procuring Entity:	
	Telephone:	Contact (manager / personnel officer):
	Fax:	
	Job title:	Years with present Procuring Entity:

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

Project	Role	Duration of involvement	Relevant experience
[main project details]	*[role and responsibilities on the project]*	*[time in role]*	*[describe the experience relevant to this position]*

Declaration

I, the undersigned *[insert either "Contractor's Representative" or "Key Personnel" as applicable]*, certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Tender:

Commitment	Details
Commitment to duration of contract:	*[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]*
Time commitment:	*[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]*

I understand that any misrepresentation or omission in this Form may:

(a) be taken into consideration during Tender evaluation;
(b) result in my disqualification from participating in the Tender;
(c) result in my dismissal from the contract.

Name of Contractor's Representative or Key Personnel: [*insert name*]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Tenderer:

Signature: _____

Date: (day month year): _____

5. TENDERERSQUALIFICATIONWITHOUTPREQUALIFICATION

To establish its qualifications to perform the contract in accordance with Section III, Evaluation and Qualification Criteria the Tenderer shall provide the information requested in the corresponding Information Sheets included hereunder.

5.1 FORM ELI -1.1

Tenderer

InformationForm

Date:_____

ITT No. andtitle:_____

Tenderer's name
In case of Joint Venture (JV), name of each member:
Tenderer's actual or intended country of registration: *[indicate country of Constitution]*
Tenderer's actual or intended year of incorporation:
Tenderer's legal address [in country of registration]:
Tenderer's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 3.6 ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 3.5 ☐In case of state-owned enterprise or institution, in accordance with ITT 3.8, documents establishing: • Legal and financial autonomy • Operation under commercial law 1. Establishing that the Tenderer is not under the supervision of the Procuring Entity 2. Included are the organizational chartand a list of Board of Directors

5.2 FORM ELI -1.2

Tenderer's JV Information Form
(to be completed for each member of Tenderer's JV)

Date:_____

ITT No. andtitle:_____

Tenderer's JV name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of ☐Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 3.6. ☐ In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Procuring Entity, in accordance with ITT 3.5. 2. Included are the organizational chartand a list of Board of Directors.

5.3 FORM CON –2

Historical Contract Non-Performance, Pending Litigation and Litigation History

Tenderer's Name: _____
Date: _____
JV Member's Name_____
ITT No. and title: _____

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
☐ Contract non-performance did not occur since 1st January *[insert year]*specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1. ☐ Contract(s) not performed since 1st January *[insert year]* specified in Section III, Evaluation and Qualification Criteria, requirement 2.1 ☐ Contract(s) withdrawn since 1st January *[insert year]* specified in Section III, Evaluation and Qualification Criteria, requirement 2.1			
Year	**Non-performed portion of contract**	**Contract Identification**	**Total Contract Amount (current value, currency, exchange rate and Kenya Shilling equivalent)**
[insert year]	*[insert amount and percentage]*	Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Procuring Entity: *[insert full name]* Address of Procuring Entity: *[insert street/city/country]* Reason(s) for nonperformance: *[indicate main reason(s)]*	*[insert amount]*
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			
☐ No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3. ☐ Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below.			

Year of dispute	**Amount in dispute (currency)**	**Contract Identification**	**Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)**
		Contract Identification: _____ Name of Procuring Entity: _____ Address of Procuring Entity: _____ Matter in dispute: _____ Party who initiated the dispute: ____ Status of dispute: _____	

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
		Contract Identification: Name of Procuring Entity: Address of Procuring Entity: Matter in dispute: Party who initiated the dispute: Status of dispute:	
Litigation History in accordance with Section III, Evaluation and Qualification Criteria			
☐ No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4. ☐ Litigation Historyin accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below.			
[insert year]	*[insert percentage]*	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Entity: *[insert full name]* Address of Procuring Entity: *[insert street/city/country]* Matter in dispute: *[indicate main issues in dispute]* Party who initiated the dispute: *[indicate "Procuring Entity" or "Contractor"]* Reason(s) for Litigation and award decision *[indicate main reason(s)]*	*[insert amount]*

Include details relating to potential bid-rigging practices such as previous occasions where tenders were withdrawn, joint bids with competitors, subcontracting work to unsuccessful tenderers, etc.

5.4 FORM FIN – 3.1:

Financial Situation and Performance

Tenderer's Name: _____
Date: _____
JV Member's Name_____
ITT No. and title: _____

5.4.1. Financial Data

Type of Financial information in_____ (currency)	Historic information for previous _____*years*, _____ (amount in currency, currency, exchange rate*, USD equivalent)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

*Refer to ITT 15 for the exchange rate

5.4.2 Sources of Finance

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

No.	Source of finance	Amount (Kenya Shilling equivalent)
1		
2		
3		

5.4.3 Financial documents

The Tenderer and its parties shall provide copies of financial statements for _____years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.1. The financial statements shall:

(a) reflect the financial situation of the Tenderer or in case of JV member, and not an affiliated entity (such as parent company or group member).

(b) be independently audited or certified in accordance with local legislation.

(c) be complete, including all notes to the financial statements.

(d) correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements[1] for the _____years required above; and complying with the requirements

[1] If the most recent set of financial statements is for a period earlier than 12 months from the date of Tender, the reason for this should be justified.

5.5 FORM FIN – 3.2:

Average Annual Construction Turnover

Tenderer's Name: _____
Date: _____
JV Member's Name_____
ITT No. and title: _____

	Annual turnover data (construction only)		
Year	**Amount Currency**	**Exchange rate**	**Kenya Shilling equivalent**
[indicate year]	*[insert amount and indicate currency]*		
Average Annual Construction Turnover *			

* See Section III, Evaluation and Qualification Criteria, Sub-Factor 3.2.

5.6 FORM FIN – 3.3:

Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Section III, Evaluation and Qualification Criteria

Financial Resources		
No.	Source of financing	Amount (Kenya Shilling equivalent)
1		
2		
3		

5.7 FORM FIN – 3.4:

Current Contract Commitments / Works in Progress

Tenderers and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Current Contract Commitments					
No.	Name of Contract	Procuring Entity's Contact Address, Tel,	Value of Outstanding Work [Current Kenya Shilling /month Equivalent]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [Kenya Shilling /month)]
1					
2					
3					
4					
5					

5.8 FORM EXP - 4.1

General Construction Experience

Tenderer's Name: _____
Date: _____
JV Member's Name_____
ITT No. and title: _____

Page _____of _____pages

Starting Year	Ending Year	Contract Identification	Role of Tenderer
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Procuring Entity: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Procuring Entity: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Procuring Entity: _____ Address: _____	

5.9 FORM EXP - 4.2(a)

Specific Construction and Contract Management Experience

Tenderer's Name: _____
Date: _____
JV Member's Name_____
ITT No. and title: _____

Similar Contract No.	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Sub-contractor ☐
Total Contract Amount			Kenya Shilling	
If member in a JV or sub-contractor, specify participation in total Contract amount				
Procuring Entity's Name:				
Address: Telephone/fax number E-mail:				

5.9 FORM EXP - 4.2(a)
Specific Construction and Contract Management Experience

Tenderer's Name: _____
Date: _____
JV Member's Name_____
ITT No. and title: _____

Similar Contract No.	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Sub-contractor ☐
Total Contract Amount			Kenya Shilling	
If member in a JV or sub-contractor, specify participation in total Contract amount				
Procuring Entity's Name:				
Address: Telephone/fax number E-mail:				

5.9 FORM EXP - 4.2 (a) (cont.)

Specific Construction and Contract Management Experience (cont.)

Similar Contract No.	Information
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:	
1. Amount	
2. Physical size of required works items	
3. Complexity	
4. Methods/Technology	
5. Construction rate for key activities	
6. Other Characteristics	

5.10 FORM EXP - 4.2(b)

Construction Experience in Key Activities

Tenderer's Name: _____
Date: _____
Tenderer's JV Member Name: _____
Sub-contractor's Name[2] (as per ITT 34): _____
ITT No. and title: _____

All Sub-contractors for key activities must complete the information in this form as per ITT 34 and Section III, Evaluation and Qualification Criteria, Sub-Factor 4.2.

1. Key Activity No One: _

_____

	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Sub-contractor ☐
Total Contract Amount			Kenya Shilling	
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)		Actual Quantity Performed (i) x (ii)
Year 1				
Year 2				
Year 3				
Year 4				
Procuring Entity's Name:				
Address: Telephone/fax number E-mail:				

[2] If applicable

	Information
Description of the key activities in accordance with Sub-Factor 4.2(b) of Section III:	

OTHERFORMS

6. FORMOFTENDER

(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)

INSTRUCTIONS TO TENDERERS

i) *All italicized text is to help the Tenderer in preparing this form.*

ii) *The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address. Tenderers are reminded that this is a mandatory requirement.*

iii) *Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION FORMS OF THE TENDERER as listed under (xxii) below.*

Date of this Tender submission:.....*[insert date (as day, month and year) of Tender submission]* Tender Name and Identification:.....*[insert identification]* Alternative No.:.....*[insert identification No if this is a Tender for an alternative]*

To: ..... *[Insert complete name of Procuring Entity]*

Date of thisTendersubmission: *[insert date (as day, month and year) of Tender submission]*

Request for Tender No.: *[insert identification]* **Name and description of Tender** *[Insert as per ITT)* **Alternative No.:** *[insert identification No if this is a Tender for an alternative]*

To: *[insert complete name of Procuring Entity]*

Dear Sirs,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities for the execution of the above named Works, we, the undersigned offer to construct and complete the Works and remedy any defects therein for the sum[3] of Kenya Shillings [*[Amount in figures]* _____Kenya Shillings *[amount in words]*_____

   The above amount includes foreign currency[4] amount (s) of [*state figure or a percentage and currency*] [figures]_____[words] _____
   _____

2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Architect notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Special Conditions of Contract.

3. We agree to adhereby this tender until_____*[Insert date],* and it shall remain binding upon us and may be accepted at any time before that date.

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

5. We, the under signed, further declare that:

   i) No reservations: We have examined and have no reservations to the tender document, including Addenda issuedinaccordance with ITT 28;

   ii) Eligibility: We meet the eligibility requirements and have no conflict of interest in accordance with ITT 3 and 4;

   iii) Tender - Securing Declaration: We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing or Proposal-Securing Declaration in the Procuring Entity's Country in accordance with ITT 19.8;

   iv) Conformity: We offer to execute in conformity with the tendering documents and in accordance with the implementation and completion specified in the construction schedule, the following Works: *[insert a brief description of the Works];*

   v) Tender Price: The total price of our Tender, excluding any discounts offered in item 1 above is: *[Insert one of the options below as appropriate]*

   vi Option 1, incase of one lot: Total priceis: *[insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies*]; or

   Option2, in case of multiple lots:

   (a) Total price of each lot [*insert the total price of each lot in words and figures,*

[3] *This sum should be carried forward from the Summary of the Bills of Quantities.*
[4] *The percentage quoted above should not include provisional sums, and not more than two foreign currencies are allowed.*

indicating the various amounts and the respective currencies]; and

(b) Total price of all lots (sum of all lots) [*insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies*];

vii) Discounts: The discounts offered and the methodology for their application are:

viii) The discounts offered are: [*Specify in detail each discount offered.*]

ix) The exact method of calculations to determine the net price after application of discounts is shown below: [*Specify in detail the method that shall be used to apply the discounts*];

x) Tender Validity Period: Our Tender shall be valid for the period specified in TDS 18.1 (as amended, if applicable) from the date fixed for the Tender submission deadline specified in TDS 22.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

xi) Performance Security: If our Tender is accepted, we commit to obtaina Performance Security in accordance with the Tendering document;

xii) One Tender Per Tender: Weare not submitting any other Tender(s) as an individual Tender, and we are not participating in any other Tender(s) as a Joint Venture member or as a sub-contractor, and meet the requirements of ITT 3.4, other than alternative Tenders submitted in accordance with ITT 13.3;

xiii) Suspension and Debarment: We, along with any of our subcontractors, suppliers, Engineer, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Public Procurement Regulatory Authority or any other entity of the Government of Kenya, or any international organization.

xiv) State-owned enterprise or institution: [*select the appropriate option and delete the other*] [*We are not a state- owned enterprise or institution*]/[*We are a state-owned enterprise or institution but meet the requirements of ITT3.8*];

xv) Commissions, gratuities, fees: We have paid, or will pay the following commissions, gratuities, or fees with respect to the tender process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity].*

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")

xvi) Binding Contract: We understand that this Tender, together with your written acceptance there of included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;

xvii) Not Bound to Accept: We understand that you are not bound to accept the lowest evaluated cost Tender, the Most Advantageous Tender or any other Tender that you may receive;

xviii) Fraud and Corruption: We here by certify that we have taken steps to ensure that no

personacting for us or on our behalf engages in any type of Fraud and Corruption; and

xix) Collusive practices: We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the "Certificate of Independent Tender Determination" attached below.

xx) We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from____(*specify website*) during the procurement process and the execution of any resulting contract.

xxi) **Beneficial Ownership Information:** We commit to provide to the procuring entity the Beneficial Ownership Information in conformity with the Beneficial Ownership Disclosure Form upon receipt of notification of intention to enter into a contract in the event we are the successful tenderer in this subject procurement proceeding.

xxii) We, the Tenderer, have duly completed, signed and stamped the following Forms as part of our Tender:

a) Tenderer's Eligibility; Confidential Business Questionnaire - to establish we are no tin any conflict to interest.

(b) Certificate of Independent Tender Determination - to declare that we completed the tender without colluding with other tenderers.

(a) Self-Declarationof the Tenderer - to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.

(d) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

Further, we confirm that we have read and understood the full content and scope of fraud and corruption as informed in **"Appendix 1 - Fraud and Corruption"** attached to the Form of Tender.

Name of the Tenderer: *[*insert complete name of person signing the Tender*]

Name of the person duly authorized to sign the Tender on behalf of the Tenderer: **[*insert complete name of person duly authorized to sign the Tender*]

Title of the person signing the Tender: [*insert complete title of the person signing the Tender*]

Signature of the person named above: [*insert signature of person whose name and capacity are shown above*]

Date signed [*insert date of signing*] day of [*insert month*], [*insert year*]

Datesigned_____dayof_____,_____

Notes
** In the case of the Tender submitted by joint venture specify the name of the Joint Venture as Tenderer.*
***Person signing the Tender shall have the power of attorney given by the Tenderer to be attached with the Tender.*

(a) TENDERER'SELIGIBILITY-CONFIDENTIALBUSINESSQUESTIONNAIRE

Instruction to Tenderer

TenderisinstructedtocompletetheparticularsrequiredinthisForm,*oneformforeachentityifTenderisaJV.* Tenderer isfurtherremindedthatitisanoffencetogivefalseinformationonthisForm.

(a) Tenderer'sdetails

	ITEM	DESCRIPTION
1	Name of the Procuring Entity	
2	Reference Number of the Tender	
3	Date and Time of Tender Opening	
4	Name of the Tenderer	
5	Full Address and Contact Details of the Tenderer.	1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address 7. Name and email of contact person.
6	Current Trade License Registration Number and Expiring date	
7	Name, country and full address (*postal and physical addresses, email, and telephone number*) of Registering Body/Agency	
8	Description of Nature of Business	
9	Maximum value of business which the Tenderer handles.	
10	State if Tenders Company is listed in stock exchange, give name and full address (*postal and physical addresses, email, and telephone number*) of state which stock exchange	

General and Specific Details

(b) Sole Proprietor, provide the followingdetails.

Name in full_____Age_____
Nationality_____Country of Origin_____
Citizenship_____

(c) Partnership, provide the followingdetails.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

(d) **Registered Company,** provide the followingdetails.

I) Private or public Company _____

ii) State the nominal and issued capital of the Company_____

Nominal Kenya Shillings (Equivalent).....
Issued Kenya Shillings (Equivalent).....

iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

(e) **DISCLOSUREOFINTEREST-InterestoftheFirmintheProcuringEntity.**

i)

Arethereanyperson/personsin……(*NameofProcuringEntity)*whohas/haveaninterest orrelationshipinthisfirm?Yes/No……If yes, provide details as follows.

	Names of Person	Designation in the Procuring Entity	Interest or Relationship with Tenderer
1			
2			
3			

(iii) Conflict of interestdisclosure

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly controls, is controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tender has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the tender of another tenderer, or influence the		

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
	decisions of the Procuring Entity regarding this tendering process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specifiedin this Tender Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the such Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.		

Certification

OnbehalfoftheTenderer,Icertifythattheinformationgivenaboveiscomplete,currentandaccurateasatthedateof submission.

FullName

_____

TitleorDesignation_____

(Signature) *(Date)*

b) CERTIFICATEOFINDEPENDENTTENDERDETERMINATION

I,theundersigned,insubmittingtheaccompanyingLetterofTendertothe_____
_____*[NameofProcuringEntity]*for:
_____*[Name and number of tender]*
in responsetotherequestfortendersmadeby:_____*[Name of Tenderer]* do hereby makethefollowingstatementsthatIcertifytobetrueandcompleteineveryrespect:
Icertify,onbehalfof_____*[NameofTenderer]*that:

1. IhavereadandIunderstandthecontentsofthisCertificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. IamtheauthorizedrepresentativeoftheTendererwithauthoritytosignthisCertificate,andtosubmitt heTender onbehalfoftheTenderer;
4. For the purposes of this Certificate and the Tender, I understand that the word "competitor" shall include any individualororganization,otherthantheTenderer,whetherornotaffiliatedwiththeTenderer,who:
   a) Has been requestedtosubmitaTenderinresponsetothisrequestfortenders;
   b) couldpotentiallysubmitatenderinresponsetothisrequestfortenders,basedontheirqualification s,abilities orexperience;
5. TheTendererdisclosesthat[checkoneofthefollowing,asapplicable]:
   a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreementorarrangementwith,anycompetitor;
   b) theTendererhasenteredintoconsultations,communications,agreementsorarrangementswith oneormore competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations,communications,agreementsorarrangements;
6. Inparticular,withoutlimitingthegeneralityofparagraphs(5)(a)or(5)(b)above,therehasbeennocon sultation, communication,agreementorarrangementwithanycompetitorregarding:
   a) prices;
   b) methods,factorsorformulasusedtocalculateprices;
   c) theintentionordecisiontosubmit,ornottosubmit,atender;or
   d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specificallydisclosedpursuanttoparagraph(5)(b)above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regardingthequality,quantity,specificationsordeliveryparticularsoftheworksorservicestowhichth isrequest fortendersrelates,exceptasspecificallyauthorizedbytheprocuringauthorityorasspecificallydisclose dpursuant toparagraph(5)(b)above;
8. ThetermsoftheTenderhavenotbeen,andwillnotbe,knowinglydisclosedbytheTenderer,directlyori ndirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichevercomesfirst,unlessotherwiserequiredbylaworasspecificallydisclosedpursuanttoparagra ph(5)(b) above.

Name_____
Title_____
Date _____
[Name, title and signature of authorized agent of Tenderer and Date]

(c) SELF-DECLARATIONFORMS

FORM SD1

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I, ……., of Post Office Box …… being a resident of…….. in the Republic of …… do hereby make a statement as follows: -

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Direct orof
   ……..…….. *(insert name of the Company)* who is a Bidder in respect of Tender No.
   …….. for …… *(insert tender title/description)* for ……. *(insert name of the Procuring entity)* and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to here in above is true to the best of my knowledge, information and belief.

…… ……
…… (Title) (Signature)
(Date)

Bidder Official Stamp

FORM SD2

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

I, ……of P.O. Box ……..…… being a resident of …….. in the Republic of ……do hereby make a statement as follows: -

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of ……..... (insertnameoftheCompany)whoisaBidderinrespect ofTenderNo.……for ……*(insert tender title/description)* for ……*(insert name of the Procuring entity)* and duly authorized and competent to make this statement.

2. THATtheaforesaidBidder,itsservantsand/oragents/subcontractorswillnotengageinanycorruptorfraudulent practiceandhasnotbeenrequestedtopayanyinducementtoanymemberoftheBoard,Management, Staffand/or employees and/or agents of ……*(insert name of the Procuring entity)* which is the procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of ……*(name of the procuring entity).*

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participatinginthesubjecttender

5. THATwhatisdeponedtohereinaboveistruetothebestofmyknowledgeinformationandbelief.

…… ……
…….…… (Title) (Signature)
(Date)

Bidder's Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I …… (person) on behalf of *(Name of the Business/ Company/Firm*).....
……..declare that I have read and fully understood the contents of the PublicProcurement&AssetDisposalAct,2015,RegulationsandtheCodeofEthicsforpersonsparticipating inPublic ProcurementandAssetDisposalandmyresponsibilitiesundertheCode.

IdoherebycommittoabidebytheprovisionsoftheCodeofEthicsforpersonsparticipatinginPublicProcurement and AssetDisposal.

Name of Authorized signatory.....

Sign…….....
.....

Position.....
.....

Office address.....

Telephone..... E-

mail…….....

.....

Name of the Firm/Company…….....

Date…….....
.....

(Company Seal/ Rubber Stamp where applicable)

Witness

Name…….....

.....

Sign…….....
.....

Date…….....
.....

(d) APPENDIX1-FRAUDANDCORRUPTION

(Appendix 1 shall not be modified)

1. Purpose

1.1 The Government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act *(no. 33 of 2015)* and its Regulation, and any other Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to PublicProcurementProcessesandContractsthataregovernedbythelawsofKenya.

2. Requirements

2.1 The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providersorSuppliers;anyAgents(whetherdeclaredornot);andanyoftheirPersonnel,involvedandengagedin procurementunderKenya'sLawsandRegulation,observethehigheststandardofethicsduringtheprocurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully complywithKenya'slawsandRegulationsasperparagraphs1.1above.

2.2 Kenya's public procurement and asset disposal act *(no. 33 of 2015)* under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices,andConflictsofInterestinprocurementincludingconsequencesforoffencescommitted.Afewofthe provisionsnotedbelowhighlightKenya'spolicyofnotoleranceforsuchpracticesandbehavior:

1) A persontowhomthisActappliesshallnotbeinvolvedinanycorrupt,coercive,obstructive,collusiveor fraudulentpractice;orconflictsofinterestinanyprocurementorassetdisposalproceeding;

2) A person referred to under subsection (1) who contravenes the provisions of that sub-section commitsan offence;

3) Withoutlimitingthegeneralityofthesubsection(1)and(2),thepersonshallbe: -

   a) disqualifiedfromenteringintoacontractforaprocurementorassetdisposalproceeding;or

   b) ifacontracthasalreadybeenenteredintowiththeperson,thecontractshallbevoidable;

4) Thevoidingofacontractbytheprocuringentityundersubsection(7)doesnotlimitanylegalremedythe procuringentitymayhave;

5) AnemployeeoragentoftheprocuringentityoramemberoftheBoardorcommitteeoftheprocuringentity whohasaconflictofinterestwithrespecttoaprocurement: -

   a) Shallnottakepartintheprocurementproceedings;

   b) shallnot,afteraprocurementcontracthasbeenenteredinto,takepartinanydecisionrelatingtothe procurementorcontract;and

   c) shallnotbeasubcontractorforthetendertowhomwasawardedcontract,oramemberofthegroupof tenderers to whom the contract was awarded, but the subcontractor appointed shall meet all the requirementsofthisAct.

6) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflictofinteresttotheprocuringentity;

7) Ifapersoncontravenessubsection(1)withrespecttoaconflictofinterestdescribedinsubsection(5)(a)and thecontractisawardedtothepersonorhisrelativeortoanotherpersoninwhomoneofthemhad adirector indirectpecuniaryinterest,thecontractshallbeterminatedandallcostsincurredbythepublicentityshallbe madegoodbytheawardingofficer.Etc.

3. IncompliancewithKenya'slaws,regulationsandpoliciesmentionedabove,theProcuringEntity:

a) Definesbroadly, for the purposesoftheaboveprovisions,thetermssetforthbelowasfollows:

i) “corruptpractice” is the offering,giving,receiving,orsoliciting,directlyorindirectly,ofanythingof valuetoinfluenceimproperlytheactionsofanotherparty;

ii) “fraudulentpractice”isanyactoromission, including isrepresentation,thatknowinglyorrecklessly misleads,orattemptstomislead,apartytoobtainfinancialorotherbenefitortoavoidanobligation;

iii) “collusivepractice”isanarrangementbetweentwoormorepartiesdesignedtoachieveanimproper purpose,includingtoinfluenceimproperlytheactionsofanotherparty;“coercivepractice” isimpairingorharming,orthreateningtoimpairorharm,directlyorindirectly,any partyorthepropertyofthepartytoinfluenceimproperlytheactionsofaparty;

iv) “obstructivepractice”is:

- Deliberatelydestroying,falsifying,altering,orconcealingofevidencematerialtotheinvestigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/orthreatening,harassing,orintimidatinganypartytopreventitfromdisclosingitsknowledge ofmattersrelevanttotheinvestigationorfrompursuingtheinvestigation;or

- acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspectionandauditrightsprovidedforunderparagraph2.3e.below.

b) Definesmorespecifically,inaccordancewiththeaboveprocurementActprovisionssetforthforfraudulent andcollusivepracticesasfollows:

"fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal processortheexerciseofacontracttothedetrimentoftheprocuringentityorthetendererorthecontractor, andincludescollusivepracticesamongsttendererspriortooraftertendersubmissiondesignedtoestablish tenderpricesatartificialnon-competitivelevelsandtodeprivetheprocuringentityofthebenefitsoffreeand opencompetition.

c) Rejectsaproposalforaward[1]ofacontractifPPRAdeterminesthatthefirmorindividualrecommendedfor award,anyofitspersonnel,oritsagents,oritssub-consultants,sub-contractors,serviceproviders,suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructivepracticesincompetingforthecontractinquestion;

d) Pursuant to the Kenya's above stated Acts and Regulations, may recommend to appropriateauthority(ies)forsanctioninganddebarmentofafirmorindividual, as applicable undertheActs andRegulations;

e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring(i) Tenderers(applicants/proposers),Consultants,Contractors,andSuppliers,andtheir Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authorityappointedbyGovernmentofKenyatoinspect[2]allaccounts,recordsandotherdocum

entsrelating to the procurement process, selection and/or contract execution, and to have them audited by auditorsappointedbythePPRAoranyotherappropriateauthorityappointedbyGovernmentofKenya;and

f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a "Self-Declaration Form" as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/willnotengageinanycorruptorfraudulentpractices.

---

[1] Fortheavoidanceofdoubt,aparty'sineligibilitytobeawardedacontractshallincludee,withoutlimitation,(i)applyingforpre-qualification,expressinginterestin a consultancy,andtendering,eitherdirectlyorasanominatedsub-contractor,nominatedconsultant,nominatedmanufacturerorsupplier,ornominatedservice provider,inrespectofsuchcontract,and(ii)enteringintoanaddendumoramendmentintroducingamaterial modificationtoanyexistingcontract.

[2] Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Investigating Authority or personsappointedbytheProcuringEntitytoaddressspecificmattersrelatedtoinvestigations/audits,such asevaluatingtheveracityofanallegationofpossible FraudandCorruption,throughtheappropriatemechanisms.Suchactivityincludesbutisnotlimitedto:accessingandexaminingafirm'sorindividual'sfinancial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copyor electronicformat)deemedrelevantfortheinvestigation/audit,andmakingcopiesthereofasrelevant;interviewingstaffandotherrelevantindividuals;performing physicalinspectionsandsitevisits;andobtainingthirdpartyverificationofinformation.

FORM OF TENDER SECURITY-[Option 1–Demand Bank Guarantee]

Beneficiary:_____

Request forTendersNo:

_____

Date:_____

TENDER GUARANTEE No.:_____

Guarantor: _____

1. We have been informed that_____(here inafter called "the Applicant") has submitted or will submit to the Beneficiary its Tender (here inafter called" the Tender") for the execution of_____ under Request for Tenders No. ("the ITT").

2. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.

3. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of_____(_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

(a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or

b) having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension there to provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.

4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period.

5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above onor before that date.

_____

[signature(s)]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]

TENDER GUARANTEE No.: ____

1. Whereas ..... [*Name of the tenderer]* (hereinafter called "the tenderer") has submitted its tender dated ..... [*Date of submission of tender]* for the ..... *[Name and/or description of the tender]* (hereinafter called "the Tender") for the execution of under Request for Tenders No._____("the ITT").

2. KNOW ALL PEOPLE by these presents that WE ..... of ..... [**Name of Insurance Company**] having our registered office at ..... (hereinafter called "the Guarantor"), are bound unto ..... [*Name of Procuring Entity*](hereinafter called "the Procuring Entity") in the sum of ..... (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors and assigns, jointly and severally, firmly by these presents.

   Sealed with the Common Seal of the said Guarantor this ___day of _____ 20 __.

3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Applicant:
   a) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Principal; or
   b) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers ("ITT") of the Procuring Entity's Tendering document.

   then the guarantee undertakes to immediately pay to the Procuring Entity up to the above amount upon receipt of the Procuring Entity's first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii)twenty-eight days after the end of the Tender Validity Period.

5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

_____	_____
[Date]	*[Signature of the Guarantor]*
_____	_____
[Witness]	*[Seal]*

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

FORMOFTENDER-SECURINGDECLARATION

[The Bidder shall complete this Form in accordance with the instructions indicated]

Date: .....*[insert date (as day, month and year) of Tender Submission]*

Tender No.: .....*[insert number of tendering process]*

To: .....*[insertcompletenameofPurchaser]*

I/We,theundersigned,declarethat:

1. I/Weunderstandthat, according to yourconditions,bidsmustbesupportedbyaTender-SecuringDeclaration.

2. I/We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaserfortheperiodoftimeof[insertnumberofmonthsoryears]startingon[insertdate],ifwearein breachof ourobligation(s)underthebidconditions,becausewe– (a)havewithdrawnourtenderduringtheperiodoftender validityspecifiedbyusintheTenderingDataSheet;or(b)havingbeennotifiedoftheacceptanceofourBidbythe Purchaserduringtheperiodofbidvalidity,(i)failorrefusetoexecutetheContract,ifrequired,or(ii)fail orrefuse tofurnishthePerformanceSecurity,inaccordancewiththeinstructionstotenders.

3. I/WeunderstandthatthisTenderSecuringDeclarationshallexpireifwearenotthesuccessfulTenderer(s),upon theearlierof:
   a) Ourreceiptofacopyofyournotificationofthenameofthesuccessful Tenderer;or
   b) thirtydaysaftertheexpirationofourTender.

4. I/WeunderstandthatifIam/weare/inaJointVenture,theTenderSecuringDeclarationmustbeinthename ofthe JointVenturethatsubmitsthebid, and the JointVenturehasnotbeenlegallyconstitutedatthetimeofbidding,the TenderSecuringDeclarationshallbeinthenamesofallfuturepartnersasnamedintheletterofintent.

Signed:……..……..

Capacity/title(directororpartnerorsoleproprietor,etc.) ……..……

Name:……..

Dulyauthorizedtosignthebidforandonbehalfof:*[insertcompletenameofTenderer]*

Dated on …… day of ……., ……. *[Insertdateofsigning]* Seal orstamp

Appendix toTender

Schedule of Currency requirements

Summary of currencies of theTender for_____*[insert name of Section of the Works]*

Name of currency	*Amounts payable*
Local currency: _____	
Foreign currency #1: _____	
Foreign currency #2: _____	
Foreign currency #3: _____	
Provisional sums expressed in local currency _____	[*To be entered by the Procuring Entity*]

PARTII - WORKSREQUIREMENTS

SECTION V - BILLS OF QUANTITIES

A. NotesandSampleItemsforPreparingaBillofQuantities

1. These Notes for Preparing a Bill of Quantities are intended only as information for the Procuring Entity or the person drafting the Tender Documents. Priced Bills of Quantities shall be part and parcel of the Contract Documents.

2. The objectives and purpose of the Bills of Quantities are to provide sufficient information on thespecifications, descriptionsandquantitiesofWorkstobeperformedtoenabletenderstobepreparedefficientlyandaccurately andwhenacontracthasbeenenteredinto,toprovideapricedBillofQuantitiesforuseintheperiodicvaluationof Worksexecuted.Inordertoattaintheseobjectives,WorksshouldbeitemizedintheBillofQuantitiesinsufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried outin different locations or in other circumstances which may give rise to different considerations of cost.Consistent withtheserequirements,thelayoutandcontentoftheBillofQuantitiesshouldbeassimpleandclearas possible.

3. TheBillsofQuantitiesshouldbedividedgenerallyintothefollowingsections:

   a) Preambles
   b) Preliminaryitems
   c) WorkItems
   c) DayworkSchedule;and
   d) Provisionalitems
   e) Summary.

4. NOTESTOPREPARINGPREAMBLES

4.1 The Preambles should include only those items that constitute the cost of the works but would not be priced separatelyastheyareexpectedtobeincludedintheunitprices.Careshouldbetakentoensurethatthese itemsare notarepetitionoftheconditionsofcontract.ThePreamblesshouldindicatetheinclusivenessoftheunitpricesand shouldstatethemethodsofmeasurementthathavebeenadoptedinthepreparationoftheBillofQuantities,that aretobeusedforthemeasurementofanypartoftheWorks.Theunitsofmeasurementandabbreviationsshouldbe defined and any mandatory national units defined and described. The methods of and procedure for re- measurementshouldbedescribedinthePreambles.

4.2 UnitsofMeasurement- Thefollowingunitsofmeasurementandabbreviationsshallbeused,unlessothernational unitsaremandatoryinKenya.

Unit	Abbreviation	Unit	Abbreviation
cubic meter	m^3 *or* cu m	millimetre	mm
hectare	ha	month	mon
hour	h	number	nr
kilogram	kg	square meter	m^2 *or* sq m

lump sum	ls	square millimeter	mm^2 *or* sq mm
meter	m	week	wk
metric ton	t		

4.3 The Bills of Quantities shall be read in conjunction with the Instructions to Tenders, General and Special ConditionsofContract,TechnicalSpecifications,andDrawings.

4.4. The quantities given in the Bills of Quantities are estimated and partly provisional and are given to provide a commonbasisfortendering.Thebasisofpaymentwillbetheactualquantitiesofworkorderedandcarriedout, asmeasuredbytheContractorandverifiedbytheArchitectandvaluedattheratesandpricestenderinthepriced

Bills of Quantities, where applicable, and otherwise at such rates and prices as the Architect may fix within the terms of the Contract.

4.5. The rates and prices tender in the priced Bills of Quantities shall, except in so far as it is otherwise provided under the Contract, include all Constructional Plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes, and duties, together with all general risks, liabilities, and obligations set out or implied in the Contract.

4.6. Arateorprice shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of Items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.

4.7. The whole cost of complying with the provisions of the Contract shall be included in the Items provided in the priced Bills of Quantities, and where no Items are provided, the cost shall be deemed to be distributed among the ratesand prices entered for the related Items of Work.

4.8. General directions and descriptions of work and materials are not necessarily repeated nor summarized in the Bills of Quantities. References to the relevant sections of the Contract documents shall be made before entering prices agains teach item in the priced Bills of Quantities.

4.9 Provisional Sums and contingency sums included and so designated in the Bills of Quantities shall be expended in whole or in part at the direction and discretion of the Architect in accordance with Sub-Clause13.5 and Clause 13.6 of the General Conditions of contract.

4.10 In preparing the Bills of Quantities, notes should be removed as they are intended to guide the person preparing the Tender Documents. The Contractor must allow in his rates for any costs associated with and complying with the requirements in the Preambles.

4.11 Should a tenderer/contractor not price any item in any section of the Bills of Quantities including Preliminary items, it will be assumed that he/she has spread its cost in other areas that he/she will have priced. Therefore, the itemor items will be executed without any additional costs or without being treated like variations.

5. NOTES ON PREPARING BILLS OF QUANTITIES

5.1 The Preliminary Items should be limited to tangible items that should be priced by the tenderer, are identifiable and can be priced separately and included in the interim valuations precisely. Such items may include such items as site office, notice boards, and other temporary works, otherwise items such as security for the Works which are primarily part of the

Contractor's obligations should be included in the Contractor's rates.

5.2 The work items in the Bills of Quantities should be grouped into sections to distinguish between those parts of the Works which by nature, location, access, timing, or any other special characteristics may give rise to different methods of construction, or phasing of the Works, or considerations of cost. Such groups could be ground excavations, structures, external works, services, etc. General items common to all parts of the Works may be grouped as a separate section in the Bill of Quantities.

5.3 Quantities should be computed net from the Drawings, unless directed otherwise in the Contract, and no allowance should be made for bulking, shrinkage or waste. Quantitiesshouldberoundedupwhereappropriate.

5.4 Where the measured items a redeemed not to be exact because of the likelihood that the scope can change during the execution of the works, such items could be subject to re-measurement, the word **"provisional"** should be used to identify such cases. Where whole sections of the work items fall in this class, for example foundations, they should be labelled "Provisional Quantities" or "Provisional Items" so that the Tenderer/Contractor is advised up front that such items are subject to re-measurement to done before such work is cover-up.

5.5 All items that have not been measured and therefore not subject tot enders pricing should be listed in the Bills of Quantities as **Provisional Sums** for particular item or class of Work, which may be subject to a nominated subcontract or separate measurements at a later date during the execution of the works. For example, if it is deemed not possible to measure electrical works before going to tender because detail designs are not ready, a provisional sum can be allowed in the Bills of Quantities for "Installation of Electrical Works" to be executed later when actual design details are completed. To the extent not covered above, there should be in the Bills of Quantities a general provision for physical and financial contingencies made as a "

Contingencies" and "Provisional Sum for Fluctuations". The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises.

5.6 Provisional sums to cover specialized works normally carried out by Nominated Sub Contractors should be avoidedandinsteadBillsofQuantitiesofthespecializedWorksshouldbeincludedasasectionofthemainBills of Quantities to be priced by the Main Contractor. The Main Contractor should be required to indicate the name(s) of the specialized firms he proposes to engage to carry out the specialized Works as his approved domesticsub-contractors.OnlyprovisionalsumstocoverspecializedWorksbystatutoryauthoritiesshouldbe includedintheBillsofQuantities.

5.7 ADayworkScheduleshouldbeincludediftheprobabilityofunforeseenwork,outsidetheitemsincludedinthe BillofQuantities,isrelativelyhigh.TofacilitatecheckingbytheProcuringEntityoftherealismofratesquoted bythetenderers,theDayworkScheduleshouldnormallycomprise:

i) Alistofthevariousclassesoflabor,andmaterialsforwhichbasic.

ii) Dayworkratesandpricesforvariouscategoriesoflaboraretobeinsertedbythetenderer,togetherwitha statementoftheconditionsunderwhichtheContractorwillbepaidforWorkexecutedonaDayworkbasis.

iii) A percentagetobeenteredbythetendereragainsteachbasicDayworkitem.

iv) Subtotalamountforlabor,materialsandplantrepresentingtheContractor'sprofit,overheads,supervision andothercharges.

5.8 The Summary should contain a tabulation of the separate parts of the Bills of Quantities carried forward, with provisionalsumsforDaywork,ProvisionalsumsandContingencies,andprovisionforTotalCosting. Thelast lineshouldallowfortenderertoindicateanydiscountsbeforearrivingatatotalcostcarriedforwardtotheForm ofTender.

BILLS OFQUANTITIES

(a) Preambles

1. The method of measurement of completed work for payment shall be in accordance with *[insert the name of a standard reference guide, or full details of the methods to be used]*.

2. The Site is situated in (*provide full description where the site is situated, coordinates from the nearest known landmark like a town anditssize*)___It is approximately_____Kilometers from Nairobi.Accesstothesiteshallbethrough_____,

   Which is an existing public road. Any damage caused to the surfaces of this road shall be made good at the Contractor'sexpense.TheContractorshallvisitthesiteandacquaintitselfwithitsnatureandposition,thenature of the ground, substrata and other local conditions, positions of existing power, water and other services, access roads or any other limitations that might affect his cost or progress. No claim for extras shall be considered on accountoflackofknowledgeinthisrespect.

3. The Contractor shall obtain the Architect's approval on the siting of all temporary buildings, spoil heaps, temporary access path, and storage of materials. The Contractor shall also obtain the Architect approval and directionregardingtheuseofanymaterialsfoundontheSite.

4. ThedrawingsusedinthepreparationoftheseBillsofQuantitiescanbeinspectedattheofficesoftheProcuring EntityorProcuringEntity'sRepresentativeduringnormalworkinghours.TwosetsoftheWorkingDrawingsshall beprovidedtothecontractorbutadditionalcopiesshallbeprovidedatacosttobedeterminedbytheEngineer.

5. The Contractor shall allow for the payment of all bank charges in connection with the procurement of Bank GuaranteesandstampchargesinconnectionwiththiscontractAgreement.

6. TheContractorshallcarryoutthevarioussectionsoftheWorksinsuchanorderastheArchitectMaydirect.The ProcuringEntityreservestherighttooccupytheWorksbysectionsoncompletionprovidedthatsuchoccupation isconsideredtobebothpracticalandreasonableandwillnotinterferewiththeWorks.TheContractorshallallow anycostsassociatedwithsuchoccupation.

7. ThemainContractorwillbefullyresponsibleforpayinghisSub-ContractorbuttheProcuringEntityreservesthe right in very exceptional circumstances to make such payments direct in the interests of the project where the completion thereof might be jeopardized by any dispute or vicariousness between the Contractor and the Sub-Contractorinvolve.

8. TheContractorshallcompleteanddelivertheWorks in the periodinsertedintheFormofTenderashistimefor completion of the Works from the date for Possession, to be agreed with the Engineer. The Contract Period is presumedtohavebeencalculatedmakingdueallowanceforseasonalinclementweatherconditions. Noclaimfor extensionoftimeduetothenormalinclementweatherforthisareashallbeentertained.

9. TheContractorshall,uponreceivinginstructionstoproceedwiththeWorks,drawupaProgrammeandProgress Chartsettingouttheorderinwhichthe Worksaretobecarriedout, with the appropriatedatesthereof.ThisChart shallbeagreedwiththeArchitectandnodeviationfromtheordersetoutinitwillbepermittedwithoutthewritten consentoftheEngineer.TheContractorwillberesponsibleforarrangingtheaboveprogrammewithallhis sub-

ContractorsandSpecialties.TheContractorshallallowinhisratesforcarryingoutthisexercise,andfor updating it asrequired.

10. TheContractorshallsubmittotheArchitectonthefirstdayofeachweekorsuchlongerperiodastheArchitect fromtimetotimedirect,aProgressReportandanyinformationfortheproceedingperiod,showingtheprogress duringtheperiodandtheup-to-datecumulativeprogressonallimportantitemsofeachsectionorportionofthe Works.

11. TheContractorshallarrangeforphotographsoftheSitetobetakenbyaprofessionalphotographerapprovedby theEngineer.ThePhotographsshallprovidearecordoftheSiteandadjacentareaspriortothecommencementof theWorksandshallcoversuchportionoftheworksinprogressandcompletionastheArchitectshalldirect.All printsshallbefullplatesize,unmounted,andmarkedonthereversesidewiththedateofexposure,identification reference and brief description. The copyright of all photographs shall be vested in the Procuring Entity. The negativesandfourprintsfromeachnegativeshallbedeliveredtotheArchitectwithintwoweeksofexposure.

12. 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 comparable dimensions shown on the drawings. The Contractor shall be responsible for the accuracy of such dimensions.

13. 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, waterpipes or other services in the are aand he 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. Where appropriate the Contractor shall open up the ground in advance of the main work by hand digging if necessary, to locate precisely the position and details of the services which are likely to affect his operations.

14. The Contractor shall include in his prices for the transport of materials, workmen, etc./, to and from the site of the proposed works, at such hours and by such route as are permitted by the Authorities.

15. The Contractor will be required to make good, at his own expense and damage he may cause to the present road surface and pavements within or beyond the boundary of the Site, during the period of the works. All existing paths, storm water channels, etc., that may be destroyed or damaged during the progress of the Works shall be reinstated by the Contractor to the satisfaction of the Engineer.

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

17. All water shall be fresh, clean and pure, free from earthly, vegetable or organic matter, acid or alkaline substance in solution. The Contractor shall provide at his own risk and cost all water for use in connection with the Works, (including works of sub–contractors). If need be, he shall make arrangements with the Local Water Authority for the installation of a separate meter for all water used by him throughout the Contract and pay all cost and fees in connection therewith. He shall also provide temporary storage tanks and tubing, etc., as may be necessary,

and clear away at completion.

18. The Contractor shall provide all artificial lighting and power for his own use on the Works, (including Sub – Contractor's) including all temporary connections, wiring, fittings, etc., and clearing away on completion. The Contractor shall pay all fees and obtain all permits in connection there with.

19. 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 giveh is whole time to the superintendence of the works. (Including works of sub – contractors). Such Agent or Representative shall receive on behalf of the Contractordirections and instruction from the Engineer, and such directions and instructions shall be deemed to be given to the contractor in accordance with the Conditions of Contract. The Agent shall not be replaced without the specific approval of the Engineer.

20. The Contractor shall ensure that the safety of his work people and all authorized visitors to the site are protected at all times. In particular, there shall be the proper provision of guard–rails to scaffolding, protection against falling materials, tools on site, dust, nail and other sharp objects. The site shall be kept tidy and clear of dangerous rubbish. The Architect shall be empowered to suspend work on site should it be considered this condition is not being observed and no claim arising from such suspension will be allowed.

21. The are as available to the Contractor for workyards, offices and other facilities shall be directed by the Architect and any existing features to remain shall be protected from damage throughout the Contract Period and handed back in good condition when they are vacated at the end of the Contract. If additional areas are required, the contractorshallsourcethenatowncost.

22. The Contractor shall give the Architect reasonable notice of the intention to set out or take levels for any part of the Works so that arrangements may be made for checking the work. The accuracy of setting out and leveling shall be within the tolerances specified in the Specifications or on the Drawings. The checking of setting out or leveling by the Architect shall not relieve the Contractor of his duties or responsibilities under the Contract.

23. The Contractor must take steps necessary to safe guard and shall beheld fully responsible for any damage caused to existingand adjacent property, including buildings that are not a subject of demolition. He shall make good at his own cost damage to persons and property caused there on, and he shall indemnify the Procuring Entity against any loss or claim that may arise.

2. The Contractor shall take such steps and exercise such care and diligence as to minimize nuisance arising from dust, noise or any other cause to the occupiers of the existing and adjacent property. He must provide such temporary and special screens and tarpaulins or gummy bags, hoarding, barriers, warning signs etc. as he considers necessary and sufficient for the protection of the existing and adjacent property and or prevention of nuisance etc. as directed by Engineer.

3. The Contractors attention is drawn to the standards levy order which was amended on 15thOctober 1998.Legal notice No.154 of 1998. The Contractor is required to pay a monthly level of 0.2% of his factory price of construction works with effect from January 1999. Tenderer shall allow for this in the build-upo f his rates.

4. The Contractor shall provide temporary sheds, offices meshrooms, sanitary, accommodation and other temporary buildings for the use of the contractor and sub-contractors, including lighting furniture equipment and attendance.

5. Contractor shall provide/build labor camp sat areas to be agreed with the Engineer. Labor camps shall be complete with sanitary accommodation and fencing gates.

6. The Contractor must provide the necessary toilet facilities to the requirement 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.

7. The Contractor shall provide at his own risk and cost all watching and lighting as necessary to safeguard the Works, Plant and materials against damage and theft.

8. The Contractor shall provide all necessary hoists, tackle, plant, equipment, vehicles, tools and appliances of every description for the due and satisfactory completion of the Works and shall remove the same on completion. All such plant, tools and equipment shall comply with all regulations in force throughout the period of the Contract and shall be altered or adopted during the Contract period as may be necessary to comply with any amendments in or additions to such regulations.

9. Provide, erect and maintain all necessary scaffolding, sufficiently strong and efficient for the due performance of the works, including Sub-Contract Works, provide special scaffolding as required by Sub-Contractors, alter and adopt all scaffolding as and when required during the Works, and remove on completion. No scaffolding is measured here in after and the Contractor must allow in his rates for this.

10. The Contractor shall take all necessary precautions such as temporaryfencing, hoarding fans, planked footways, guard–rails gantries screen, etc., for the safe custody of the Works, materials and public protection and adjacent properties.

11. Cover up all and protect from damage, including damage from in clement weather, all finished work and unfixed materials, including that of Sub-Contractors, etc., to the satisfaction of the Architect until the completion ofthe Contract.

12. The Contractor shall, after completion of the works, at his own expense, remove and clear away all surplus excavated demolition 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 Engineer, sheds, camps, etc. Particular care shall be taken toleavecleanallfloors and windows and tore move all paint and cement all rubbis hand dirt as it accumulates. The Contractor is to find his own dump and shall pay all charges in connection there with.

13. Concrete test cubes shall be prepared in a set of three, as described including testing fees, labor and materials, making molds, transport, handling, etc. Allow in your rates for making at least four cubes on each occasion, from different batches; the concrete being taken from the point of deposit.

14. The Contractors hall furnish at the earliest possible opportunity before work commences, and at his own cost, any samples of materials and workmanship that may be called for by the Architect for the approval or rejection, and any further samples in the case of rejection, until such samples are approved by the Engineer. Such samples, when approved, shall be the minimum standard for the work to which they apply. The proceduref or submitting samples of materials for testing or approval and the method of marking for identification shall be as laid down by the Engineer.The Contractor shall allow in his Tender for such samples and tests, including those in connection with his Sub-Contractors work.

15. The Contractors attention is drawn to the Finance Bill of the year 2000/2001 on withholding tax on contractual payment section 35(7)(i)(ii) which became effective on 1stJuly 2000. A 3% withholding tax will be applicable to all in terim payments exceeding Kshs…… for work done in respect of building or civil works. The contractor shall allow for any costs arising resulting there from in the build-up of rates.

16. Blasting will only be allowed with the express permission of the Architect in writing. All blasting

operations shall be carried out at the Contractor's sole risk and cost, in accordance with any Government regulations in force for the time being, and any special regulations laid down by the Architect governing the use and storage of explosives.

17. The National Construction Authority is a state corporation established under the national construction authority Act No.14 of 2011. The broad Mandate of the Authority is to over see the construction industry and coordinate its development. The National Construction Authority Regulations 2014 with an effective date of 6thJune 2014, regulation 25, - Allow 0.5% of the tender sum/contract sum for construction levy.

18. The Contractor attention is drawn to Finance Bill of 1993 where VAT was introduced in all contracts for construction services. The tenderer is also drawn to VAT Act Cap 476 clause 19(9). The tenderer must allow for VAT 1.19 as instructed else where.

19. The contractor shall allow and pay for all insurance to cover risks and indemnities required Items 17 and 18 of the Conditions of contract and also specified in the Special Conditions of Contract.

20. The Contractor shall take such steps and exercise such care and diligence as to minimize nuisance arising from dust, noise or any other cause to the occupiers of the existing and adjacent property. He must provide such temporary and special screens and tarpaulins or gummy bags, hoarding, barriers, warning signs etc. as he considers necessary and sufficient for the protection of the existing and adjacent property and or prevention of nuisance etc. as directed by Engineer.

21. The Contractors attention is drawn to the standards levy order which was amended on 15thOctober 1998.Legal notice No.154 of 1998. The Contractor is required to pay a monthly level of 0.2% of his factory price of construction works with effect from January 1999. Tenderer shall allow for this in the build-upo f his rates.

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23. Contractor shall provide/build labor camp sat areas to be agreed with the Engineer. Labor camps shall be complete with sanitary accommodation and fencing gates.

24. The Contractor must provide the necessary toilet facilities to the requirement 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.

25. The Contractor shall provide at his own risk and cost all watching and lighting as necessary to safeguard the Works, Plant and materials against damage and theft.

26. The Contractor shall provide all necessary hoists, tackle, plant, equipment, vehicles, tools and appliances of every description for the due and satisfactory completion of the Works and shall remove the same on completion. All such plant, tools and equipment shall comply with all regulations in force throughout the period of the Contract and shall be altered or adopted during the Contract period as may be necessary to comply with any amendments in or additions to such regulations.

27. Provide, erect and maintain all necessary scaffolding, sufficiently strong and efficient for the due performance of the works, including Sub-Contract Works, provide special scaffolding as required by Sub-Contractors, alter and adopt all scaffolding as and when required during the Works, and remove on completion. No scaffolding is measured here in after and the Contractor must allow in his rates for this.

28. The Contractor shall take all necessary precautions such as temporaryfencing, hoarding fans, planked footways, guard–rails gantries screen, etc., for the safe custody of the Works, materials and public protection and adjacent properties.

29. Cover up all and protect from damage, including damage from in clement weather, all finished work and unfixed materials, including that of Sub-Contractors, etc., to the satisfaction of the Architect until the completion ofthe Contract.

30. The Contractor shall, after completion of the works, at his own expense, remove and clear away all surplus excavated demolition 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 Engineer, sheds, camps, etc. Particular care shall be taken toleavecleanallfloors and windows and tore move all paint and cement all rubbis hand dirt as it accumulates. The Contractor is to find his own dump and shall pay all charges in connection there with.

31. Concrete test cubes shall be prepared in a set of three, as described including testing fees, labor and materials, making molds, transport, handling, etc. Allow in your rates for making at least four cubes on each occasion, from different batches; the concrete being taken from the point of deposit.

32. The Contractors hall furnish at the earliest possible opportunity before work commences, and at his own cost, any samples of materials and workmanship that may be called for by the Architect for the approval or rejection, and any further samples in the case of rejection, until such samples are approved by the Engineer. Such samples, when approved, shall be the minimum standard for the work to which they apply. The proceduref or submitting samples of materials for testing or approval and the method of marking for identification shall be as laid down by the Engineer.The Contractor shall allow in his Tender for such samples and tests, including those in connection with his Sub-Contractors work.

33. The Contractors attention is drawn to the Finance Bill of the year 2000/2001 on withholding tax on contractual payment section 35(7)(i)(ii) which became effective on 1st July 2000. A 3% withholding tax will be applicable to all in terim payments exceeding Kshs…… for work done in respect of building or civil works. The contractor shall allow for any costs arising resulting there from in the build-up of rates.

34. Blasting will only be allowed with the express permission of the Architect in writing. All blasting operations shall be carried out at the Contractor's sole risk and cost, in accordance with any Government regulations in force for the time being, and any special regulations laid down by the Architect governing the use and storage of explosives.

35. The National Construction Authority is a state corporation established under the national construction authority Act No.14 of 2011. The broad Mandate of the Authority is to over see the construction industry and coordinate its development. The National Construction Authority Regulations 2014 with an effective date of 6th June 2014, regulation 25, - Allow 0.5% of the tender sum/contract sum for construction levy.

36. The Contractor attention is drawn to Finance Bill of 1993 where VAT was introduced in all contracts for construction services. The tenderer is also drawn to VAT Act Cap 476 clause 19(9). The tenderer must allow for VAT 1.19 as instructed else where.

37. The contractor shall allow and pay for all insurance to cover risks and indemnities required Items 17 and 18 of the Conditions of contract and also specified in the Special Conditions of Contract.

BILL NO. 1 - PRELIMINARY ITEMS

ITEM No.	DESCRIPTION	AMOUNT
1.	The Contractor shall provide, or erect and maintain an approved lock-up office for the sole use of the Architect and his own site staff. The office, which will have a total floor area of not less than ----------square metres, will be divided into two separate interconnected offices. Services to be provided shall include a telephone, water sanitary and electrical supply and drainage. The offices shall be supplied with furniture and equipment that shall include: 4 No. desks with chairs; 1 No. large table with sufficient number of chairs; drawing table along the full length of one side with plan drawers and drawing stools: 4 No. waste paper baskets: sufficient number of pin boards: and any additional furniture and fittings as may reasonably be required during the Contract period. The Contractor shall provide the Architect and site staff with computer sets or laptops, printers and telephones all that are necessary for project use. The office furniture and equipment shall all be to the approval of the Engineer. The Contractor shall also provide all labor, equipment and consumable stores equipment throughout the currency of the contract.	
2	[OPTIONAL] Contractor shall provide a house for Engineers site agent, which shall be one bedroomed temporary house with a sitting room, toilet, bathroom and a kitchen complete with electrical and sanitary installations and provide maintenance and paying of bills of water and electricity up to and including end of the contract period.	
3	Provide a signboard not less than _____ square meters in size of a design type, and with lettering and coloring and in a position approved by the Engineer. The signboard shall be for the display of the Main Contractor's name and the names of all his Sub-Contractors, with the Procuring Entity's name painted thereon. All Consultants names be printed in letters not exceeding 50 mm high. No other signboard or advertising shall be allowed. The signboard shall be fully maintained during the Contract Period and shall be pulled down and removed at the end of the contract.	
4	Add others (if any)	
5		
6		
	TOTAL CARRIED TO GRAND SUMMARY	

BILL NO. 2: WORK ITEMS

(organized appropriately into work sections, such as foundations, walls/structure, finishes, doors and windows, mechanical installations. etc.

Bill No 2 - *(Name of Section e.g. Foundations).*

Item no.	*Description*	*Unit*	*Quantity*	*Rate*	*Amount*
Total for Bill No. 2 (carried forward to Summary, p. __)					_____

Bill No. 3: Schedule of Daywork Rates - Labor

Item no.	Description	Unit	Nominal quantity	Rate	Amount
	Subtotal				
	Allow ___percent[a] of Subtotal for Contractor's overhead, profit, etc., in accordance with paragraph 3 (b) above.				
	Total for Daywork (carried forward to Daywork Summary, p. _____)				

a. To be entered by the Tenderer.

Bill No. 4: Schedule of Daywork Rates - Materials

Item no.	Description	Unit	Nominal quantity	Rate	Extended amount
	Subtotal				
	Allow ___ percent a. of Subtotal for Contractor's overhead, profit, etc., in accordance with paragraph 4 (b) above.				
	Total for Daywork: Materials (carried forward to Daywork Summary, p. _____)				

a. To be entered by theTenderer.

Bill No. 5: Schedule of Daywork Rates - Contractor's Equipment

Item no.	*Description*	*Nominal quantity (hours)*	*Basic hourly rental rate*	*Extended amount*
	Allow _ percent [a] of Subtotal for Contractor's overhead, profit, etc., in accordance with paragraph 5 above.			
Total for Daywork: Contractor's Equipment (carried forward to Daywork Summary, p. _)				

a. To be entered by theTenderer.

Bill No. 6: Daywork Summary

	Amount[a]	*% Foreign*	*Currency*
1. Total for Daywork: Labor			
2. Total for Daywork: Materials			
3. Total for Daywork: Contractor's Equipment			
Total for Daywork (Provisional Sum) (carried forward to Summary of Bills of Quantities, p. ____)			

Bill No. 7: Provisional Sums

Bill no.	*Item no.*	*Description*	*Amount*
1			
2			
3			
4			
etc.			
Total for Specified Provisional Sums (carried forward to Grand Summary			

GRAND SUMMARY

SUMMARY ITEMS	*Page*	*Amount*
Bill No. 1: Preliminary Items		
Bill No. 2: Work Items		
Bill No 3: Daywork Summary		
Bill No 4: Provisional Sums		
Subtotal of Bills No 1-4		
Allow for any Discounts [i]		
TOTAL TENDER PRICE Carried forward to Form of Tender		

(i) Ifapercentageused,itshouldbeindicatedonwhichBillNo.itemsbutonBillNo.4 – ProvisionalSums.

SECTION VI - SPECIFICATIONS

Notes for preparing Specifications

1. Specificationsmustbedraftedtopresentaclearandprecisestatementoftherequiredstandardsofmaterials,and workmanshipfortendererstorespondrealisticallyandcompetitivelytotherequirementsoftheProcuringEntity and ensure responsiveness of tenders. The Specifications should require that all materials, plant, and other suppliestobepermanentlyincorporatedintheWorksbenew,unused, of the mostrecentorcurrentmodels,and incorporatingallrecentimprovementsindesignandmaterialsunlessprovidedotherwiseintheContract.Where theContractorisresponsibleforthedesignofanypartofthepermanentWorks,theextentofhisobligationsmust bestated.

2. Specificationsfromprevioussimilarprojectsareusefulandmaynotbenecessarytore-writespecificationsfor everyWorks Contract.

3. Thereareconsiderableadvantagesinstandardizing**GeneralSpecifications**forrepetitiveWorksinrecognized publicsectors,suchashighways,urbanhousing,irrigationandwatersupply.TheGeneralSpecificationsshould cover all classes of workmanship, materials and equipment commonly involved in constructions, althoughnot necessarily to be used in a particular works contract. Deletions or addenda should then adapt the General SpecificationstotheparticularWorks.

4. CaremustbetakenindraftingSpecificationstoensuretheyarenotrestrictive.IntheSpecificationsofstandards formaterials,plantandworkmanship,existingKenyaStandardsshouldbeusedasmuchaspossible,otherwise recognizedinternationalstandardsmayalsobeused.

5. The Procuring Entity should decide whether technical solutions to specified parts of the Works are to be permitted. Alternatives are appropriate in cases where obvious (and potentially less costly) alternatives are possibletothetechnicalsolutionsindicatedintenderdocumentsforcertainelementsoftheWorks,takinginto considerationthecomparativespecializedadvantageofpotentialtenderers.

6. TheProcuringEntityshouldprovideadescriptionoftheselectedpartsoftheWorkswithappropriatereferenceto Drawings, Specifications, Bills of Quantities, and Design or Performance criteria, stating that the alternative solutions shall be at least structurally and functionally equivalent to the basic design parameters and Specifications.

7. Such alternative solutions shall be accompanied by all information necessary for a complete evaluation bythe Procuring Entity, including drawings, design calculations, technical specifications, breakdown of prices, proposedconstructionmethodology,andotherrelevantdetails.TechnicalalternativespermittedinthismannershallbeconsideredbytheProcuringEntityeachonitsownmeritsandindependentlyofwhetherthetendererhas pricedtheitemasdescribedintheProcuringEntity'sdesignincludedwiththetenderdocuments.

SECTION VII - DRAWINGS

Attached

PART III - THE CONDITIONS OF CONTRACT AND CONTRACT

SECTION VIII - GENERAL CONDITIONS OF CONTRACT (GCC)

[Name of Procuring Entity]

[Name of Contract]

[ArchitectNameandAddress]

General Conditions of Contract

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1. GENERALPROVISIONS

1.1 Definitions

InthisContract,exceptwherecontextotherwiserequires,thefollowingtermsshallbeinterpretedasindicatedbelow. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.

"Accepted Contract Amount" means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.

"Base Date" means a date 30 day prior to the submission of tenders.

"BillofQuantities"meansthepricedandcompletedBillofQuantitiesformingpartofthetender.

"CompletionDate"meansthedateofcompletionoftheWorksascertifiedbytheEngineer.

"ContractPrice"meansthepricedefinedinthecontractandthereafterasadjustedinaccordancewiththeprovisions of theContract.

"Contract" means the agreement entered into between the Procuring Entity and the Contractor as recorded in the Agreement Form and signed by the parties including all attachments and appendices thereto and all documents incorporated by reference therein to execute, complete, and maintain the Works.

"Contractor's Documents" means the calculations, computer programs and other software, progress reports, drawings, manuals, models and other documents of a technical nature (if any) supplied by the Contractor under the Contract.

"Contractor'sEquipment"meansallapparatus,machinery,vehiclesandotherthingsrequiredfortheexecutionand completion of the Works and the remedying of any defects. However, Contractor's Equipment excludes Temporary Works,ProcuringEntity'sEquipment(ifany),Plant,Materialsandanyotherthingsintendedtoformorformingpartof thePermanentWorks.

"Contractor'sPersonnel"meanstheContractor'sRepresentativeandallpersonnelwhomtheContractorutilizeson Site,whomayincludethestaff,laborandotheremployeesoftheContractorandofeachSubcontractor;anandanyother personnelassistingtheContractorintheexecutionoftheWorks.

"Contractor'sRepresentative"meansthepersonnamedbytheContractorintheContractorappointedfromtimeto timebytheContractorwhoactsonbehalfoftheContractor.

"Contractor" means the person(s) named as contractor in the Form of Tender accepted by the

Procuring Entity.

"Cost" means expenditure reasonably incurred (or to be incurred) by the Contractor, whether on or off the Site, including overhead and similar charges, but does not include profit.

"Day" means a calendar day and **"year"** means 365 days.

"Dayworks" means Work inputs subject to payment on a time basis for labour and the associated materials and plant

"Defect" means any part of the Works not completed in accordance with the Contract.

"Defects Liability Certificate"means the certificate issued by Architect upon correction of defects by the Contractor.

"Defects Liability Period" means the period named in the Special Conditions of Contract and calculated from the Completion Date, within which the contractor is liable for any defects that may develop in the handed over works.

"Defects Notification Period" means the period for notifying defects in the Works oraSection(asthecasemaybe) under Sub-Clause 11.1 [Completion of Outstanding Work and Remedying Defects], whichextendsoverthedaysstatedintheSpecialConditionsofContract.

"Drawings" means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Procuring Entity in accordance with the Contract.

"Final Payment Certificate"means the payment certificate issued under Sub-Clause 14.13 [Issue of Final Payment Certificate].

"Final Statement" means the statement defined in Sub-Clause 14.11

[ApplicationforFinalPaymentCertificate]. **"Force Majeure"** is defined in Clause19 [Force Majeure].

"Foreign Currency" means a currency of another country (not Kenya) in which part (or all) of the Contract Price is payable, but not the Local Currency.

"Goods" means Contractor's Equipment, Materials, Plant and Temporary Works, or any of them as appropriate.

"Interim Payment Certificate"means a payment certificate issued under Clause 14 [Contract Price and Payment], other than the Final Payment Certificate.

"Laws" means all national legislation, statutes, ordinances, and regulations and by-laws of any legally constituted public authority.

"Letter of Acceptance" means the letter of formal acceptance of a tender, signed by Procuring Entity, including any annexed memoranda comprising agreements between and signed by both Parties.

"Local Currency" means the currency of Kenya.

"Materials" means things of all kinds (other than Plant) intended to form or forming part of the Permanent Works, including the supply-only materials (if any) to be supplied by the Contractor under the Contract.

"Notice of Dissatisfaction" means the notice given by either Party to the other under Sub-Clause 20.3 indicating its dissatisfaction and intention to commence arbitration.

"Special Conditions of Contract" means the pages completed by the Procuring Entity entitled Special Conditions of Contract which constitute Part A of the Special Conditions.

"Party" means the Procuring Entity or the Contractor, as the context requires.

"Payment Certificate"means a payment certificate issued under Clause 14 [Contract Price and Payment]. **"Performance Certificate"**means the certificate issued under Sub-Clause 11.9 [Performance Certificate]. **"Performance Security"** means the security (or securities, if any) under Sub-Clause 4.2 [Performance Security]. **"Permanent Works"** means the permanent works to be executed by the Contractor under the Contract.

"Plant" means the apparatus, machinery and other equipment intended to form or forming part of the Permanent Works, including vehicles purchased for the Procuring Entity and relating to the construction or operation of the Works.

"Procuring Entity's Equipment" means the apparatus, machinery and vehicles (if any) made available by the Procuring Entity for the use of the Contract or in the execution of the Works, as stated in the Specification; but does not include Plant which has not been taken over by the Procuring Entity.

"Procuring Entity's Personnel" means the Engineer, the Engineer, the assistants and all other staff, labor and other employees of the Architect and of the Procuring Entity; and any other personnel notified to the Contractor, by the Procuring Entity or the Engineer, as Procuring Entity's Personnel.

"Procuring Entity" means the Entity named in the Special Conditions of Contract.

"Engineer" is the person named in the Appendix to Conditions of Contract (or any other competent person appointed by the Procuring Entity and notified to the Contractor, to act in replacement of the Engineer) who is responsible for supervising the execution of the Works and administering the Contract and shall be an "Architect" or a "Quantity Surveyor" registered under the Architects and Quantity Surveyors Act Cap 525 or an "Engineer" registered under Engineers Registration Act Cap 530.

"Engineer" means the person appointed by the Procuring Entity to act as the Architect for the purposes of the Contract and named in the Special Conditions of Contract, or other person appointed from time to time by the Procuring Entity and notified to the Contractor

"Provisional Sum" means a sum (if any) which is specified in the Contract as a provisional sum, for the execution of any part of the Works or for the supply of Plant, Materials or services under Sub-Clause 13.5 [Provisional Sums].

"Retention Money" means the accumulated retention moneys which the Procuring Entity retains under Sub-Clause
14.3 [Application for Interim Payment Certificates] and pays under Sub-Clause 14.9 [Payment of Retention Money].

"Schedules" means the document(s) entitled schedules, completed by the Contractor and submitted with the Form of Tender, as included in the Contract.

"Section" means a part of the Works specified in the Special Conditions of Contract as a Section (if any)

"Site Investigation Reports" are those reports that may be included in the tendering documents which a ref actual and interpretative about the surface and sub-surface condition sat the Site.

"Site" means the places where the Permanent Works are to be executed, including storage and working areas, and to which Plant and Materials are to be delivered, and any other places as may be specified in the Contract as forming part of the Site.

"Specification"means the document entitled specification, as included in the Contract, and any additions and modifications to the specification in accordance with the Contract. Such document specifies the Works.

"Start Date" or "Commencement Date"is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with the Site possession date(s).

"Statement" means a statement submitted by the Contractor as part of an application, under Clause 14 [Contract Price and Payment], for a payment certificate.

"Subcontractor" means any person named in the Contract as a subcontractor, or any person appointed as a subcontractor, for a part of the Works.

"Taking-Over Certificate"means a certificate issued under Clause 10 [Procuring Entity's Taking Over].

"Temporary Works" means all temporary works of every kind (other than Contractor's Equipment) required on Site for the execution and completion of the Permanent Works and the remedying of any defects.

"Temporary works" means works designed, constructed, installed, and removed by the Contractor which are needed for construction or installation of the Works.

"Tender" means the Form of Tender and all other documents which the Contractor submitted with the Form of Tender, as included in the Contract.

"Tests after Completion" means the tests (if any) which are specified in the Contract and which are carried out in accordance with the Specification after the Works or a Section (as the case may be) are taken over by the Procuring Entity.

"Testson Completion" means the tests which are specified in the Contractor agreed by both Parties or instructed as a Variation, and which are carried out under Clause 9 [Tests on Completion] before the Works or a Section (as the case may be) are taken over by the Procuring Entity.

"Time for Completion" means the time for completing the Works or a Section (as the case may be) as stated in the Special Conditions of Contract (with any extension calculated from the Commencement Date.

"Unforeseeable" means not reasonably foreseeable by an experienced contractor by the Base Date.

"Variation" means any change to the Works, which is instructed or approved as a variation under Clause 13 [Variations and Adjustments].

"Works" means the items the Procuring Entity requires the Contractor to undertake as defined in the Appendix to Conditions of Contract. **"Works" may** also mean the Permanent Works and the Temporary Works, or either of them as appropriate.

1.2 Interpretation

In the Contract, except where the context requires otherwise:

a) Words indicating one gender include all genders;
b) words indicating the singular also include the plural and words indicating the plural also include the singular;
c) provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing;
d) "written" or "in writing" means hand-written, type-written, printed or electronically

made, and resulting in a permanent record; and

The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.

1.3 Communications

1.3.1 Wherever these Conditions provide for the giving or issuing of approvals, certificates, consents, determinations, notices, requests and discharges, these communications shall be:

a) In writing and delivered by hand (against receipt), sent by mail or courier, or transmitted using any of the agreed systems of electronic transmission as stated in the Special Conditions of Contract; and
b) delivered, sentor transmitted to the addressf or the recipient's communications as stated in the Special Conditions of Contract. However:

   i) if the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and
   ii) if the recipient has not stated otherwise when requesting an approval or consent, it may be sent to the addressfromwhichtherequestwasissued.

1.3.2 Approvals, certificates, consents and determinations shall not be unreasonably withheld or delayed. When a certificate is issued to a Party, the certifier shall send a copy to the other Party. When a notice is issued to a Party, by the other Party or the Engineer, a copy shall be sent to the Architect or the other Party, as the case may be.

1.4 Law and Language

1.4.1 The Contract shall be governed by the laws of **Kenya.**

1.4.2 The ruling language ofthe Contract shall be **English.**

1.5 Priority of Documents

a) The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence: The Contract Agreement,
b) The Letter of Acceptance,
c) The Special Conditions – Part A,
d) the Special Conditions – Part B
e) the General Conditions of Contract
f) the Form of Tender,
g) the Specifications and Bills of Quantities
h) the Drawings, and
i) the Schedules and any other documents forming part of the Contract.

If an ambiguity or discrepancy is found in the documents, the Architect shall issue any necessary clarification or instruction.

1.6 Contract Agreement

The Parties shall enter into a Contract Agreement within 14 days after the Contractor receives the Contract Agreement, unless the Special Conditions establish otherwise. The Contract Agreement shall be based upon the formannexed to the Special Conditions. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Procuring Entity.

1.7 Assignment

The Contractor shall not assign the whole or any part of the Contract or any benefit or interest in or under the Contract. However, the contractor:

a) May as sign the whole or any part with the prior consent of the Procuring Entity, and
b) may, as security in favor of a bank or financial institution, assign its right to moneys due, or to become due, under the Contract.

1.8 Care and Supply of Documents

1.8.1 The Specifications and Drawings shall be in the custody and care of the Procuring Entity.Unless otherwise stated in the Contract, two copies of the Contract and of each subsequent Drawings and Bills of Quantities shall be supplied to the Contractor, who may make or request further copies at the cost of the Contractor.

1.8.2 Each of the Contractor's Documents shall be in the custody and care of the Contractor, unless and until taken over bythe Procuring Entity. Unless otherwise stated in the Contract, the Contractor shall supply to the Architect two copies of each of the Contractor's Documents.

1.8.3 The Contractor shall keep, on the Site, a copy of the Contract, publications named in the Specification, the Contractor's Documents (if any), the Drawings and Variations and other communications given under the Contract.The Procuring Entity's Personnel shall have the right of access to all these documents at all reasonable times.

1.8.4 If a Party becomes aware of an error or defect in a document which was prepared for use in executing the Works, theParty shall promptly give notice to the other Party of such error or defect.

1.9 Timely provision of Drawings or Instructions

1.9.1 The Contractor shall give notice to the Architect whenever the Works are likely to be delayed or disrupted if any necessary drawing or instruction is not issued to the Contractor within a particular time, which shall be reasonable. The notice shall include details of the necessary drawing or instruction, details of why and by when it should be issued, and the nature and amount of the delay or disruption likely to be suffered if it is late.

1.9.2 If the Contractor suffers delay and/or incurs Cost as a result of a failure of the Architect to issue the notified drawing or instruction within a time which is reasonable and is specified in the notice with supporting details, the Contractor shall give a further notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and

b) paymentofanyotherassociatedcostsaccrued,whichshallbeincludedintheContractPrice.

1.9.3 After receiving this further notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations]toagreeordeterminethesematters.

1.9.4 However, if and to the extent that the Architect failure was caused by any error or delay by the Contractor, includinganerrorin,ordelayinthesubmissionof,anyoftheContractor'sDocuments,theContractorshallnot beentitledtosuchextensionoftime,orcostsaccrued.

1.10 ProcuringEntity'sUseofContractor'sDocuments

1.10.1 AsagreedbetweentheParties,theContractorshallretainthecopyrightandotherintellectualpropertyrightsin theContractor'sDocumentsandotherdesigndocumentsmadeby(oronbehalfof)theContractor.

1.10.2 The Contractor shall be deemed (by signing the Contract) to give to the Procuring Entity a non-terminable transferable non-exclusive royalty-free license to copy, use and

communicate the Contractor's Documents, includingmakingandusingmodificationsofthem.Thislicenseshall:

a) apply throughout the actual or intended working life (whichever is longer) of the relevant parts of the Works,
b) entitleanypersoninproperpossessionoftherelevantpartoftheWorkstocopy,useandcommunicatethe Contractor's Documents for the purposes of completing, operating, maintaining, altering, adjusting, repairinganddemolishingtheWorks,and
c) in the caseofContractor'sDocumentswhichareintheformofcomputerprogramsandothersoftware, permit their use on any computer on the Site and other places as envisaged by the Contract, including replacementsofanycomputerssuppliedbytheContractor.

1.10.3 TheContractor'sDocumentsandotherdesigndocumentsmadeby(oronbehalfof)theContractor shallnot, without the Contractor's consent, be used, copied or communicated to a third party by (or on behalf of) the ProcuringEntityforpurposesotherthanthosepermittedunderSub-Clause1.10.2.

1.11 Contractor'sUseofProcuringEntity'sDocuments

AsagreedbetweentheParties,theProcuringEntityshallretainthecopyrightandotherintellectualproperty rightsintheSpecification,theDrawingsandotherdocumentsmadeby(oronbehalfof)theProcuringEntity.TheContractormay,athiscost,copy,use,andobtaincommunicationofthesedocumentsforthepurposesof the Contract. They shall not, without the Procuring Entity's consent, be copied, used or communicated to a thirdpartybytheContractor,exceptasnecessaryforthepurposesoftheContract.

1.12 ConfidentialDetails

1.12.1 The Contractor's and the Procuring Entity's Personnel shall ensure confidentiality at all times. The confidentiality shall survive termination or completion of the contract. They shall disclose all such confidential and other information as may be reasonably required in order to verify compliance with the Contractandallowitsproperimplementation.

1.12.2 TheContractor'sandtheProcuringEntity'sPersonnelshallalsotreatthedetailsoftheContractasprivateand confidential, except to the extent necessary to carry out their respective obligations under the Contract or to complywithapplicableLaws.EachofthemshallnotpublishordiscloseanyparticularsoftheWorks prepared by the other Party without the previous agreement of the other Party. However, the Contractor shall be permitted to disclose any publicly available information, or information otherwise required to establish his qualificationstocompeteforotherprojects.

1.13 Compliance withLaws

TheContractorshall,inperformingtheContract,complywithapplicableLaws.Unlessotherwisestatedinthe SpecialConditionsofContract:

a) TheProcuringEntityshallhaveobtained(orshallobtain)theplanning,zoning,buildingpermitorsimilar permissionforthePermanentWorks,andanyotherpermissionsdescribedintheSpecification sashaving been(ortobe)obtainedbytheProcuringEntity; and the ProcuringEntityshallindemnifyandholdthe Contractorharmlessagainstandfromtheconsequencesofanyfailuretodoso;and

b) the Contractor shall give all notices, pay all taxes, duties and fees, and obtain all permits, licenses and approvals, as required by the Laws in relation to the execution and completion of the Works and the remedying of any defects; and the Contractor shall indemnify and hold the Procuring Entity harmless againstandfromtheconsequencesofanyfailuretodoso,unlesstheContractorisimpededtoaccomplish theseactionsandshowsevidenceofitsdiligence.

1.14 JointandSeveralLiability

If the Contractor constitutes (under applicable Laws) a joint venture, consortium or other unincorporated grouping of two or more persons:

a) Thesepersonsshallbedeemedtobejointlyandseverallyliabletothe ProcuringEntityfortheperformance of the Contract;
b) these persons shall notify the Procuring Entity of their leader who shall have authority to bind the Contractorandeachofthesepersons;and
c) the Contractor shall not alter its composition or legal status without the prior consent of the Procuring Entity.

1.15 InspectionsandAuditbytheProcuringEntity

Pursuanttoparagraph2.2(e).ofAppendixBtotheGeneralConditions,theContractorshallpermitandshall cause its subcontractors and sub-consultants to permit, the Public Procurement RegulatoryAuthority, ProcuringEntityand/orpersonsappointedordesignatedbytheGovernmentofKenyatoinspecttheSiteand/or theaccountsandrecordsrelatingtotheprocurementprocess,selectionand/orcontractexecution, andtohavesuchaccountsandrecordsauditedbyauditorsappointedbytheProcuringEntityifrequestedbytheProcuring Entity. The Contractor's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 15.6 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise ofthe ProcuringEntity'sinspectionandauditrightsconstituteaprohibitedpracticesubjecttocontracttermination(as wellastoadetermination ofineligibilitypursuanttotheProcuringEntity'sprevailingsanctionsprocedures).

2 THE PROCURINGENTITY

2.1 RightofAccesstotheSite

2.1.1 TheProcuringEntityshallgivetheContractorrightofaccessto,andpossessionof,allpartsoftheSite within thetime(ortimes)statedintheSpecialConditionsofContract.Therightandpossessionmaynotbeexclusive to the Contractor.If,undertheContract,theProcuringEntityisrequiredtogive(to the Contractor)possession ofanyfoundation,structure,plantormeansofaccess,theProcuringEntityshalldosointhetimeandmanner statedintheSpecification.However,theProcuringEntitymaywithholdanysuchrightorpossession untilthe PerformanceSecurityhasbeenreceived.

2.1.2 If no such time is stated in the Special Conditions of Contract, the Procuring Entity shall give the Contractor rightofaccessto,andpossessionof,theSitewithinsuchtimesasrequiredtoenabletheContractortoproceed withoutdisruptioninaccordancewiththeprogrammesubmittedunderSub-Clause8.3[Programme].

2.1.3 IftheContractorsuffersdelayand/orincursCostasaresultofafailurebytheProcuringEntitytogivea

nysuch right or possession within such time, the Contractor shall give notice to the Architect and shall be entitled subjecttoSub-Clause20.1[Contractor'sClaims]to:

a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [ExtensionofTimeforCompletion],and
b) paymentofanysuchCost-plusprofit,whichshallbeincludedintheContractPrice.

2.1.4 Afterreceivingthisnotice,theArchitectshallproceedinaccordancewithSub-Clause3.5[Determinations]to agreeordeterminethesematters.

2.1.5 However, if and to the extent that the Procuring Entity's failure was caused by any error or delay by the Contractor, including an error in, or delay in the submission of, any of the Contractor's Documents, the Contractorshallnotbeentitledtosuchextensionoftime,Costorprofit.

2.2 Permits,LicensesorApprovals

2.2.1 TheProcuringEntityshallprovide,attherequestoftheContractor,suchreasonableassistanceastoallowthe Contractortoobtainproperly:

a) CopiesoftheLawsofKenyawhicharerelevanttotheContractbutarenotreadilyavailable,and
b) anypermits,licensesorapprovalsrequiredbytheLawsofKenya:

i) whichtheContractorisrequiredtoobtainunderSub-Clause1.13[CompliancewithLaws],
ii) for the delivery of Goods, including clearance through customs, and
iii) for the exportofContractor'sEquipmentwhenitisremovedfromtheSite.

2.3 Procuring Entity'sPersonnel

TheProcuringEntityshallberesponsibleforensuringthattheProcuringEntity'sPersonnelandthePrOcuring Entity'sothercontractorsontheSite:

a) co-operatewiththeContractor'seffortsunderSub-Clause4.6[Co-operation],and

b) takeactionssimilartothosewhichtheContractorisrequiredtotakeundersub-paragraphs(a),(b)and(c) ofSub-Clause4.8[SafetyProcedures]andunderSub-Clause4.18[ProtectionoftheEnvironment].

2.4 ProcuringEntity'sFinancialArrangements

The Procuring Entity shall make and maintain all necessary financial arrangements which will enable the ProcuringEntitytopaytheContractPricepunctually(asestimatedatthattime)inaccordancewithClause14 [ContractPriceandPayment].

3. THEENGINEER

3.1 ArchitectDutiesandAuthority

3.1.1 TheProcuringEntityshallappointtheArchitectwhoshallcarryoutthedutiesassignedtohimintheContract. The Architect staff shall include suitably qualified Assistants and other professionals who are competent to carry out these duties. The Architect Name and Address shall be provided in the **Special Conditions of Contract.**

3.1.2 TheArchitectshallhavenoauthoritytoamendtheContract.

3.1.3 TheArchitectMayexercisetheauthorityattributabletotheArchitectasspecifiedinornecessarilytobeimplied from the Contract.IftheArchitectisrequiredtoobtaintheapprovaloftheProcuringEntitybeforeexercisinga

specifiedauthority,therequirementsshallbeasstatedintheSpecialConditionsofContract.TheProcuring
EntityshallpromptlyinformtheContractorofanychangetotheauthorityattributedtotheEngineer.

3.1.4 However, whenever the Architect exercises a specified authority for which the Procuring Entity's approvalis required,then(for the purposesoftheContract)thecontractorshallrequiretheArchitecttoprovideevidenceof suchapprovalbeforecomplyingwiththeinstruction.

3.1.5 ExceptasotherwisestatedintheseConditions:

a) Whenevercarryingoutdutiesorexercisingauthority,specifiedinorimpliedbytheContract,theArchitect shallbedeemedtoactfortheProcuringEntity;

b) theArchitecthasnoauthoritytorelieveeitherPartyofanyduties,obligationsorresponsibilities underthe Contract;

c) anyapproval,check,certificate,consent,examination,inspection,instruction,notice,proposal,request, test, or similar act by the Architect (including absence of disapproval) shall not relieve the Contractor from any responsibility he has under the Contract, including responsibility for errors, omissions, discrepanciesandnon-compliances;and

d) anyactbytheArchitectinresponsetoaContractor'srequestshallbenotifiedinwritingtotheContractor

3.1.6 Thefollowingprovisionsshallapply:

TheArchitectshallobtainthespecificapprovaloftheProcuringEntitybeforetakingactionunderthefollowing Sub-ClausesoftheseConditions:

a) Sub-Clause4.12:agreeingordeterminingan extensionoftimeand/oradditionalcost.

b) Sub-Clause13.1:instructingaVariation,except;

i) Inanemergencysituationasdeterminedby theEngineer,or

ii) IfsuchaVariationwouldincreasetheAcceptedContractAmountbylessthanthepercentage specified in the **SpecialConditionsofContract.**

c) Sub-Clause13.3:ApprovingaproposalforVariationsubmittedbytheContractorinaccordancewithSub Clause13.1or13.2.

d) Sub-Clause13.4:Specifyingtheamountpayableineachoftheapplicablethreecurrencies.

3.1.7 Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Engineer, an emergencyoccursaffectingthesafetyoflifeoroftheWorksorofadjoiningproperty,hemay,without relieving theContractorofanyofhisdutiesandresponsibilityundertheContract,instructtheContractortoexecuteall suchworkortodoallsuchthingsasmay,in the opinionoftheEngineer,benecessarytoabateorreducetherisk.
TheContractorshallforthwithcomply,despitetheabsenceofapprovaloftheProcuringEntity,with anysuch instructionoftheEngineer.TheArchitectshalldetermineanadditiontotheContractPrice,inrespectofsuch instruction, in accordance with Clause 13 and shall notify the Contractor accordingly, with a copy to the ProcuringEntity.

3.2 DelegationbytheEngineer

3.2.1 TheArchitectmayfromtimetotimeassigndutiesanddelegateauthoritytoassistantsandmayalsorevokesuch assignment or delegation. These assistants may include a resident Engineer, and/or

independent inspectors appointedtoinspectand/ortestitemsofPlantand/orMaterials.Theassignment,delegationorrevocationshall be in writing and shall not take effect until copies have been received by both Parties. However, unless otherwise agreed by both Parties, the Architect shall not delegate the authority to determine any matter in accordancewithSub-Clause3.5[Determinations].

3.2.2 Eachassistant,towhomdutieshavebeenassignedorauthorityhasbeendelegated,shallonlybeauthorizedto issue instructions to the Contractor to the extent defined by the delegation. Any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by an assistant, in accordance with the delegation, shall have the same effect as though the act had been an act of the Engineer. However:

a) Anyfailuretodisapproveanywork,PlantorMaterialsshallnotconstituteapproval,andshallthereforenot prejudicetherightoftheArchitecttorejectthework,PlantorMaterials;

b) IftheContractorquestionsanydeterminationorinstructionofanassistant,theContractormay referthe mattertotheEngineer,whoshallpromptlyconfirm,reverseorvarythedeterminationorinstruction.

3.3 InstructionsoftheEngineer

3.3.1 TheArchitectmayissuetotheContractor(atanytime)instructionsandadditionalormodifiedDrawingswhich maybenecessaryfortheexecutionoftheWorksandtheremedyingofanydefects,allinaccordancewiththe Contract. The Contractor shall only take instructions from the Engineer, or from an assistant to whom the appropriateauthorityhasbeendelegatedunderClause3.2.1.

3.3.2 TheContractorshallcomplywiththeinstructionsgivenbytheArchitectordelegatedassistant,onanymatter relatedtotheContract.Wheneverpracticable,theirinstructionsshallbegiveninwriting.IftheArchitectora delegatedassistant:

a) Givesanoralinstruction,
b) receives a written confirmation of the instruction, from (or on behalf of) the Contractor, within two workingdaysaftergivingtheinstruction,and

c) does not reply by issuing a written rejection and/or instruction within two working days after receiving the confirmation,

Then the confirmation shall constitute the written instruction of the Architect or delegated assistant (as the case may be).

3.4 Replacement of the Engineer

IftheProcuring Entity intends to replace the Engineer, the Procuring Entity shall, in not less than 21 days before theintendeddateofreplacement, give notice to the Contractor of the name, address and relevant experience of the intended person to replace the Engineer.

3.5 Determinations

3.5.1 Whenever these Conditions provide that the Architect shall proceed in accordance with this Sub-Clause3.5 to agreeor determine any matter, the Architect shall consult with each Party in an endeavor to reach agreement. If agreement is not achieved, the Architect shall make a fair determination in accordance with the Contract, taking due regard of all relevant circumstances.

3.5.1 The Architect shall give notice to both Parties of each agree mentor determination, with supporting particulars, within 30 days from the receipt of the corresponding claim or request

except when otherwise specified. Each Party shall give effect to each agreement or determination unless and until revised under Clause 20 [Claims, Disputes and Arbitration].

4 THE CONTRACTOR

4.1 Contractor's General Obligations

4.1.1 The Contractor shall design (to the extent specified in the Contract), execute and complete the Works in accordance with the Contract and with the Architect instructions, ands hall remedy any defects in the Works.

4.1.2 The Contractor shall provide the Plant and Contractor's Documents specified in the Contract, and all Contractor's Personnel, Goods, consumables and other things and services, whether of a temporary or permanent nature, required in and for this design, execution, completion and remedying of defects.

4.1.3 All equipment, material, and services to be incorporated in or required for the Works shall have their origin in any eligible source country.

4.1.4 The Contractor shall be responsible for the adequacy, stability and safety of all Site operations and of all methods of construction. Except to the extent specified in the Contract, the Contractor (i) shall be responsible for all Contractor's Documents, Temporary Works, and such design of each item of Plant and Materials as is required for the item to be in accordance with the Contract, and (ii) shall not otherwise be responsible for the designor specification of the Permanent Works.

4.1.5 The Contractor shall, whenever required by the Engineer, submit details of the arrangements and methods which the Contractor proposes to adopt for the execution of the Works. No significant alteration to these arrangements and methods shall be made without this having previously been notified to the Engineer.

4.1.6 If the Contract specifies that the Contractor shall design any part of the Permanent Works, then unless otherwise stated in the Special Conditions:

a) The Contractor shall submit to the Architect the Contractor's Documents for this part in accordance with the procedures specified in the Contract;

b) these Contractor's Documents shall be in accordance with the Specification and Drawings, shall be written in the language for communications defined in Sub-Clause 1.4 [Law and Language], and shall include additional information required by the Architect to add to the Drawings for co-ordination of each Party's designs;

c) the Contractor shall be responsible for this part and it shall, when the Works are completed, befit for such purposes for which the part is intended as are specified in the Contract; and

d) prior to the commencement of the Tests on Completion, the Contractor shall submit to the Architectthe "as-built" documents and, if applicable, operation and maintenance manuals in accordance with the Specification and in sufficient detail for the Procuring Entity to operate, maintain, dismantle, reassemble, adjust and repair this part of the Works. Such part shall not be considered to be completed for the purposes of taking-over under Sub-Clause 10.1 [Taking Over of the Works and Sections] until these documents and manuals have been submitted to the Engineer.

4.2 Performance Security

4.2.1 The Contractor shall obtain (at his cost) a Performance Security for proper performance, in the amount stated in the **Special Conditions of Contract** and denominated in the currency (ies) of the Contract or in a freely convertible currency acceptable to the Procuring Entity. If an amount is not stated in the Special Conditions of Contract, this Sub-Clause shall not apply.

4.2.2 The Contractor shall deliver the Performance Security to the Procuring Entity within 30 days after receiving the Notification of Award and shall send a copy to the Engineer. The

Performance Security shall be issued by a reputable bank selected by the Contractor and shall be in the form annexed to the Special Conditions, as stipulated by the Procuring Entity in the Special Conditions of Contract, or in another form approved by the Procuring Entity.

4.2.3 The Contractor shall ensure that the Performance Security is valid and enforceable until the Contractor has executedand completed the Works and remedied any defects. If the terms of the Performance Security specify its expiry date, and the Contractor has not become entitled to receive the Performance Certificate by the date 30 days prior to the expiry date, the Contractor shall extend the validity of the Performance Security until the Works have been completed and any defects have been remedied.

4.2.4 The Procuring Entity shall not make a claim under the Performance Security, except for amounts to which the Procuring Entity is entitled under the Contract.

4.2.5 The Procuring Entity shall indemnify and hold the Contractor harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from a claim under the Performance Security to the extent to which the Procuring Entity was not entitled to make the claim.

4.2.6 The Procuring Entity shall return the Performance Security to the Contractor within 14 days after receiving a copyof the Taking-Over Certificate.

4.2.7 Without limitation to the provisions of the rest of this Sub-Clause, whenever the Architect determines an addition or a reduction to the Contract Price as a result of a change in cost and/ or legislation, or as a result of a Variation, amounting to more than 25 percent of the portion of the Contract Price payable in a specific currency, the Contractor shall at the Architect request promptly increase, or may decrease, as the case may be, the value of the Performance Security in that currency by an equal percentage.

4.3 Contractor's Representative

4.3.1 The Contractor shall appoint the Contractor's Representative and shall give him all authority necessary to act on the Contractor's behalf under the Contract. The Contractor's Representative's Name and Address shall be provided in the **Special Conditions of Contract.**

4.3.2 Unless the Contractor's Representative **is named in the Contract**, the Contractor shall, prior to the Commencement Date, submit to the Architect for consent the name and particulars of the person the Contractor proposes to appoint as Contractor's Representative. If consent is with held or subsequently revoked in terms of Sub-Clause 6.9 [Contractor's Personnel], or if the appointed person fails to act as Contractor's Representative, the Contractor shall similarly submit the name and particulars of an other suitable person for such appointment.

4.3.3 The Contractor shall not, without the prior consent of the Engineer, revoke the appointment of the Contractor's Representative or appoint are placement.

4.3.4 The whole time of the Contractor's Representative shall be given to directing the Contractor's performance of the Contract. If the Contractor's Representative is to be temporarily absent from the Site during the execution of the Works, a suitable replacement person shall be appointed, subject to the Architect prior consent, and the Architect shall be notified accordingly.

4.3.5 The Contractor's Representative shall, on behalf of the Contractor, receive instructions under Sub-Clause 3.3 [Instructions of the Engineer].

4.3.6 The Contractor's Representative may delegate any powers, functions and authority to any competent person, and may at any time revoke the delegation. Any delegation or revocation shall not take effect until the Architect has received prior notice signed by the Contractor's Representative, naming the person and specifying the powers, functions and authority being delegated or revoked.

4.3.7 The Contractor's Representative shall be fluent in the language for communications defined in Sub-Clause1.4 [Law and Language]. If the Contractor's Representative's delegates are not fluent in the said language, the Contractor shall make competent interpreter savailable during all working hours in a number deemed sufficient by the Engineer.

4.4 Sub-contractors

4.4.1 The Contractor shall not subcontract the whole of the Works. The contractor may however subcontract the works as provided in Clause 34.2.

4.4.2 The Contractor shall be responsible for the acts or defaults of any Subcontractor, his agents or employees, as if theyweretheacts or defaults of the Contractor. Unless otherwise stated in the Special Conditions:

a) The Contractor shall not be required to obtain consent to suppliers solely of Materials, or to a subcontract for which the Subcontractor is named in the Contract;
b) The prior consent of the Procuring Entity shall be obtained to other proposed Subcontractors;
c) the Contractor shall give the Procuring Entity not less than 14 days' notice of the intended date of the commencement of each Subcontractor's work, and of the commencement of such work on the Site; and
d) each subcontract shall include provisions which would entitle the Procuring Entity to require the subcontract to be assigned to the Procuring Entity under Sub-Clause 4.5 [Assignment of Benefit of Subcontract] (if or when applicable) or in the event of termination under Sub-Clause 15.2 [Termination by Procuring Entity].

4.4.3 The Contractor shall ensure that the requirements imposed on the Contractor by Sub-Clause 1.12 [Confidential Details] apply equally to each Subcontractor.

4.4.4 Whererepracticable, the Contractor shall give fair and reasonable opportunity for contractors from Kenya to be appointed as Subcontractors.

4.5 Assignment of Benefit of Subcontract

If a Subcontractor's obligations extend beyond the expiry date of the relevant Defects Notification Period and the Engineer, prior to this date, instructs the Contractor to assign the benefit of such obligations to the Procuring Entity, then the Contractor shall do so. Unless otherwise stated in the assignment, the Contractor shall have no liability to the Procuring Entity for the work carried out by the Subcontractor after the assignment takes effect.

4.6 Co-operation

4.6.1 The Contractor shall, as specified in the Contract or as instructed by the Engineer, allow appropriate opportunities for carrying out work to:

a) The Procuring Entity's Personnel,
b) Any other contractors employed by the Procuring Entity, and
c) The personnel of any legally constituted public authorities, who may be employed in the execution on or near the Site of any work not included in the Contract.

4.6.2 Any such instruction shall constitute a Variation if and to the extent that it causesthe Contractor to suffer delays and/ortoincur Unforeseeable Cost. Services for these personnel and other contractors may include the use of Contractor's Equipment, Temporary Works or access arrangements which are the responsibility of the Contractor.

4.6.3 If, under the Contract, the Procuring Entity is required to give to the Contractor possession of any foundation, structure, plant or means of access in accordance with Contractor's Documents, the Contractor shall submit such documents to the Architect in the time and manner stated in the Specification.

4.7 Setting Out of the Works

4.7.1 The Contractor shall set out the Works in relation to original points, lines and levels of reference specified in the Contractor notified by the Engineer. The Contractor shall be responsible for the correct positioning of all parts of the Works, and shall rectify any error in the positions, levels, dimensions or alignment of the Works.

4.7.2 The Procuring Entity shall be responsible for any errors in these specified or notified items of reference, but the Contractor shall use reasonable efforts to verify their accuracy before they are used.

4.7.3 If the Contractor suffers delay and/or incurs Cost from executing work which was necessitated by an errorin these items of reference, and an experienced contractor could not reasonably have discovered such error and avoided this delay and/ or Cost, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
b) payment of any such costs accrued, which shall be included in the Contract Price.

4.7.4 After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) whether and (if so) to what extent the error could not reasonably have been discovered, and (ii) the matters described in sub-paragraphs (a) and (b) above related to thise.

4.8 Safety Procedures

The Contractor shall:

a) Comply with all applicable safety regulations,
b) Takec are for the safety of all persons entitled to be on the Site,
c) Use reasonable efforts to keep the Site and Works clear of unnecessary obstruction so as to avoid danger to these persons,
d) provide fencing, lighting, guarding and watching of the Works until completion and taking over under Clause 10 [Procuring Entity's Taking Over], and
e) provide any Temporary Works (including roadways, footways, guards and fences) which may be necessary, because of the execution of the Works, for the use and protection of the public and of owners and occupiers of adjacent land.

4.9 Quality Assurance

4.9.1 The Contractor shall institute a quality assurance system to demonstrate compliance with the requirements of the Contract.The system shall be in accordance with the details stated in the Contract. The Architect shall be entitledto audit any aspect of the system.

4.9.2 Details of all procedures and compliance documents shall be submitted to the Architectf or information before each design and execution stage is commenced. When any document of a technical nature is issued to the Engineer, evidence of the prior approval by the Contractor itself shall be apparent on the document itself.

Compliance with the quality assurance system shall not relieve the Contractor of any of his duties, obligations or responsibilities under the Contract.

4.10 Site Data

4.10.1 The Procuring Entity shall have made available to the Contractor for his information, prior

to the Base Date, all relevant data in the Procuring Entity's possession on sub-surface and hydrological conditions at the Site, including environmental aspects. The Procuring Entity shall similarly make available to the Contractor all such data which come into the Procuring Entity's possession after the Base Date. The Contractor shall be responsible for interpreting all such data.

4.10.2 To the extent which was practicable (taking account of cost and time), the Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Tender or Works. To the same extent, the Contractor shall be deemed to have inspected and examined the Site, its surroundings, the above data and other available information, and to have been satisfied before submitting the Tender as to all relevant matters, including (without limitation):

a) The form and nature of the Site, including sub-surface conditions,
b) the hydrological and climatic conditions,
c) the extent and nature of the work and Goods necessary for the execution and completion of the Works and the remedying of any defects,
d) the Laws, procedures and labour practices of Kenya, and
e) the Contractor's requirements for access, accommodation, facilities, personnel, power, transport, water and other services.

4.11 Sufficiency of the Accepted Contract Amount

4.11.1 TheContractor shall be deemed to:

a) Have satisfied itself as to the correctness and sufficiency of the Accepted Contract Amount, and
b) have based the Accepted Contract Amount on the data, interpretations, necessary information, inspections, examinations and satisfaction as to all relevant matters referred to in Sub-Clause 4.10 [Site Data].

4.11.2 Unless otherwise stated in the Contract, the Accepted Contract Amount covers all the Contractor's obligations under the Contract (including those under Provisional Sums, if any) and all things necessary for the proper execution and completion of the Works and the remedying of any defects.

4.12 Unforeseeable Physical Conditions

4.12.1 In this Sub-Clause, “physical conditions” means natural physical conditions and man-made and other physical obstructions and pollutants, which the Contractor encounters at the Site when executing the Works, including sub-surface and hydrological conditions but excluding climatic conditions.

4.12.2 If the Contractor encounters adverse physical conditions which he considers to have been Unforeseeable, the Contractor shall give notice to the Architect as soon as practicable.

4.12.3 This notice shalldescribe the physical conditions, so that they can be inspected by the Architect and shall set out the reasons why the Contractor considers them to be Unforeseeable. The Contractor shall continue executing the Works, using such proper and reasonable measures as are appropriate for the physical conditions, and shall comply with any instructions which the Architect may give. If an instruction constitutes a Variation, Clause 13 [Variations and Adjustments] shall apply.

4.12.4 If and to the extent that the Contractor encounters physical conditions which are

Unforeseeable, gives such a notice, and suffers delay and/or incurs Cost due to these conditions, the Contractor shall be entitled subject to notice under Sub-Clause 20.1 [Contractor's Claims] to:

a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
b) payment of any such Cost, which shall be included in the Contract Price.

4.12.5 Upon receiving such notice and inspecting and/or investigating these physical conditions, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) whether and (if so) to what extent these physical conditions were Unforeseeable, and (ii) the matters described in sub-paragraphs (a) and (b) above related to this extent.

4.12.6 However, before additional Cost is finally agreed or determined under sub-paragraph (ii), the Architect may also review whether other physical conditions in similar parts of the Works (if any) were more favorable than could reasonably have been foreseen when the Contractor submitted the Tender. If and to the extent that these more favorable conditions were encountered, the Architect may proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine the reductions in Cost which were due to these conditions, which may be included (as deductions) in the Contract Price and Payment Certificates. However, the net effect of all adjustments under sub-paragraph (b) and all these reductions, for all the physical conditions encountered in similar parts of the Works, shall not result in a net reduction in the Contract Price.

4.12.7 The Architect shall take account of any evidence of the physical conditions foreseen by the Contractorwhen submitting the Tender, which shall be made available by the Contractor, but shall not be bound by the Contractor'sinterpretationofanysuchevidence.

4.13 Rights of Way and Facilities

Unless otherwise specified in the Contract the Procuring Entity shall provide effective access to and possession of the Site including special and/or temporary rights-of-way which are necessary for the Works. The Contractor shall obtain, at his risk and cost, any additional rights of way or facilities out side the Site which he may require for the purposes of the Works.

4.14 Avoidance of Interference

4.14.1 The Contractor shall not interfere unnecessarily or improperly with:

a) The convenience of the public, or
b) The access to and use and occupation of all roads and foot paths, irrespective of whether they are public or in the possession of the Procuring Entity or of others.

4.14.2 The Contractor shall indemnify and hold the Procuring Entity harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from any such unnecessary or improper interference.

4.15 Access Route

4.15.1 The Contractor shall be deemed to have been satisfied as to the suitability and availability of access routes to the Site at Base Date. The Contractor shall use reasonable efforts to prevent any road or bridge from being damaged by the Contractor's traffic or by the Contractor's Personnel. These efforts shall include the proper use of appropriate vehicles and routes.

4.15.2 Except as otherwise stated in these Conditions:

a) The Contractor shall (as be tween the Parties) be responsible for any maintenance which may be required for his use of access routes;

b) the Contractor shall provide all necessary signs or directions along access routes, and shall obtain any permission which may be required from the relevant authorities for his use of routes, signs and directions;

c) the Procuring Entity shall not be responsible for any claims which may arise from the use or otherwise of any access route;

d) the Procuring Entity does not guarantee the suitability or a vailability of particular access routes; and

e) Costs due to non-suitability or non-availability, for the use required by the Contractor, of access routes shall be borne by the Contractor.

4.16 Transport of Goods

Unless otherwise stated in the Special Conditions:

a) the Contractor shall give the Architect not less than 21 days' notice of the date on which any Plant or a major item of other Goods will be delivered to the Site;

b) the Contractor shall be responsible for packing, loading, transporting, receiving, unloading, storing and protecting all Goods and other things required for the Works; and

c) the Contractor shall indemnify and hold the Procuring Entity harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from thetransportof Goods and shall negotiate and pay all claims arising from their transport.

4.17 Contractor's Equipment

The Contractor shall be responsible for all Contractor's Equipment. When brought on to the Site, Contractor's Equipment shall be deemed to be exclusively intended for the execution of the Works. The Contractor shall not remove from the Site any major items of Contractor's Equipment without the consent of the Engineer. However, consent shall not be required for vehicles transporting Goods or Contractor's Personnel off Site.

4.18 Protection of the Environment

4.18.1 The contractor shall comply with the applicable environmental laws, regulations and policies.

4.18.2 The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.

4.18.3 The Contractors hall ensure that emissions, surfaced is charges and effluent from the Contractor's activities shall not exceed the values stated in the Specification or prescribed by applicable Laws.

4.19 Electricity, Water and Gas

4.19.1 The Contractor shall, except as stated below, be responsible for the provision of all power, water and other services he may require for his construction activities and to the extent defined in the Specifications, for the tests.

4.19.2 The Contractor shall be entitled to use for the purposes of the Works such supplies of electricity, water, gas and other services as may be available on the Site and of which details and prices are given in the Specifications.The Contractor shall, at his risk and cost, provide any apparatus necessary for his use of these services and for measuring the quantities

consumed.

4.19.3 The quantities consumed and the amounts due (at these prices) for such services shall be agreed or determined by the Architect in accordance with Sub-Clause 2.5 [Procuring Entity's Claims] and Sub-Clause 3.5 [Determinations]. The Contractor shall pay these amounts to the Procuring Entity.

4.20 Procuring Entity's Equipment and Free-Issue Materials

4.20.1 The Procuring Entity shall make the Procuring Entity's Equipment (if any) available for the use of the Contractor in the execution of the Works in accordance with the details, arrangements and prices stated in the Specification. Unless otherwise stated in the Specification:

a) The Procuring Entitys hall be responsible for the Procuring Entity's Equipment, except that

b) the Contractor shall be responsible for each item of Procuring Entity's Equipment whilst any of the Contractor's Personnel is operating it, driving it, directing it or in possession or control of it.

4.20.1 The appropriate quantities and the amounts due (at such stated prices) for the use of Procuring Entity's Equipment shall be agreed or determined by the Architect in accordance with Sub-Clause 2.5 [Procuring Entity's Claims] and Sub-Clause3.5 [Determinations]. The Contractor shall pay these amounts to the Procuring Entity.

4.20.2 The Procuring Entity shall supply, free of charge, the "free-issue materials" (if any) in accordance with the details stated in the Specification. The Procuring Entity shall, at his risk and cost, provide these materials at the time and place specified in the Contract. The Contractor shall then visually inspect them and shall promptly give notice to the Architect of any shortage, defect or default in these materials. Unless otherwise agreed by both Parties, the Procuring Entity shall immediately rectify the notified shortage, defector default.

4.20.3 After this visual inspection, the free-issue materials shall come under the care, custody and control of the Contractor. The Contractor's obligations of inspection, care, custody and control shall not relieve the Procuring Entity of liability for any shortage, defect or default not apparent from a visual inspection.

4.21 Progress Reports

4.21.1 Unless otherwise stated in the Special Conditions, monthly progress reports shall be prepared by the Contractor and submitted to the Architect in six copies. The first report shall cover the period up to the end of the first calendar month following the Commencement Date. Reports shall be submitted monthly thereafter, each within 7 days after the last day of the period to which it relates.

4.21.2 Reporting shall continue until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works. Each report shall include:

a) charts and detailed descriptions of progress, including each stage of design (if any), Contractor's Documents, procurement, manufacture, delivery to Site, construction, erection and testing; and including these stages for work by each nominated Subcontractor (as defined in Clause 5 [NominatedSubcontractors]),

b) photographs showing the status of manufacture and of progress on the Site;

c) for the manufacture of each main item of Plant and Materials, the name of the manufacturer, manufacture location, percentage progress, and the actual or

expected dates of:

i) commencement of manufacture,
ii) Contractor's inspections,
iii) tests, and
iv) shipment and arrival at the Site;

d) the details described in Sub-Clause 6.10 [Records of Contractor's Personnel and Equipment];
e) copies of quality assurance documents, test results and certificates of Materials;
f) list of notices given under Sub-Clause 2.5 [Procuring Entity's Claims] and notices given under Sub- Clause 20.1 [Contractor's Claims];
g) safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations; and
h) comparison so factual and planned progress, with details of any events or circumstances which may jeopardize the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delays.

4.22 Security of the Site

Unless otherwise stated in the Special Conditions:

a) The Contractor shall be responsible for keeping unauthorized persons off the Site, and
b) authorized persons shall be limited to the Contractor's Personnel and the Procuring Entity's Personnel; and to any other personnel notified to the Contractor, by the Procuring Entity or the Engineer, as authorized personnel of the Procuring Entity's other contractors on the Site.

4.23 Contractor's Operations on Site

4.23.1 The Contractor shall confine his operations to the Site, and to any additional areas which may be obtained by the Contractor and agreed by the Architect as additional working areas. The Contractor shall take all necessary precautions to keep Contractor's Equipment and Contractor's Personnel within the Site and these additional areas, and to keep them off adjacentl and.

4.23.2 During the execution of the Works, the Contractor shall keep the Site free from all unnecessary obstruction and shall store or dispose of any Contractor's Equipment or surplus materials. The Contractor shall clear away and remove from the Site any wreckage, rubbish and Temporary Works which are no longer required.

4.23.3 Upon the issue of a Taking-Over Certificate, the Contractor shall clear away and remove, from that part of the Site and Works to which the Taking-Over Certificate refers, all Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works. The Contractor shall leave that part of the Site and the Works in a clean and safe condition. However, the Contractor may retain on Site, during the Defects Notification Period, such Goods as are required for the Contractor to fulfil obligations under the Contract.

4.24 Fossils

4.24.1 All fossils, coins, articles of value or antiquity, and structures and other remains or items of geological or archaeological interest found on the Site shall be placed under the care and authority of the Procuring Entity. The Contractor shall take reasonable precautions to prevent Contractor's Personnel or other persons from removing or damaging any of these findings.

4.24.2 The Contractor shall, upon discovery of any such finding, promptly give notice to the

Engineer, who shall issue instructions for dealing with it. If the Contractor suffers delay and/or incurs Cost from complying with the instructions, the Contractor shall give a further notice to the Architect and shall be entitled subject to Sub- Clause 20.1 [Contractor's Claims] to:

a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
b) payment of any such Cost, which shall be included in the Contract Price.
After receiving this further notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

5. NOMINATED SUBCONTRACTORS

5.1 Definition of "nominated Subcontractor"

In this Contract, "nominated Subcontractor" means a Subcontractor:

a) Who is nominated by the Procuring Entity, or
b) Contractor has nominated as a Subcontractor subject to Sub-Clause 5.2 [Objection to Notification].

5.2 Objection to Nomination

The Contractor shall not be under any obligation to employ a nominated Subcontractor against whom the Contractor raises reasonable objection by notice to the Procuring Entity as soon as practicable, with supporting particulars. An objection shall be deemed reasonable if it arises from (among other things) any of the following matters, unless the Procuring Entity agrees in writing to indemnify the Contractor against and from the consequences of the matter:

a) there are reasons to believe that the Subcontractor does not have sufficient competence, resources or financial strength;
b) the nominated Subcontractor does not accept to indemnify the Contractor against and from any negligence or misuse of Goods by the nominated Subcontractor, his agents and employees; or
c) the nominated Subcontractor does not accept to enter into a subcontract which specifies that, for the subcontracted work (including design, if any), the nominated Subcontractor shall:
    i) undertake to the Contractor such obligations and liabilities as will enable the Contractor to discharge hisobligations and liabilities under the Contract;
    ii) indemnify the Contractor against and from all obligations and liabilities arising under or in connection with the Contract and from the consequences of any failure by the Subcontractor to perform these obligations or to fulfil these liabilities, and
    iii) be paid only if and when the Contractor has received from the Procuring Entity payments for sums due under the Subcontract referred to under Sub-Clause 5.3 [Payment to nominated Subcontractors].

5.3 Payments to nominated Subcontractors

The Contractor shall pay to the nominated Subcontractor the amounts shown on the nominated Subcontractor's invoices approved by the Contractor which the Architect certifies to be due in accordance with the subcontract. These amounts plus other charges shall be included in the Contract Price in accordance with sub-paragraph (b) of Sub-Clause 13.5 [Provisional Sums], except as stated in Sub-Clause 5.4 [Evidence of Payments].

5.4 Evidence of Payments

5.4.1 Before issuing a Payment Certificate which includes an amount payable to a nominated Subcontractor, the Architect may request the Contractor to supply reasonable evidence that the nominated Subcontractor has received all amounts due in accordance with previous

Payment Certificates, less applicable deductions for retention or otherwise. Unless the Contractor:

(a) Submits this reasonable evidence to the Engineer, or
(b) i) Satisfies the Architect in writing that the Contractor is reasonably entitled to withhold or refuse to pay these amounts, and
ii) Submits to the Architect reasonable evidence that the nominated Subcontractor has been notified of the Contractor's entitlement, then the Procuring Entity may (at his sole discretion) pay, directto the nominated Subcontractor, part or all of such amounts previously certified (less applicable deductions) as are due to the nominated Subcontractor and for which the Contractor has failed to submit the evidence described in sub-paragraphs (a) or (b) above.The Contractor shall then repay, to the Procuring Entity, the amount which the nominated Subcontractor was directly paid by the Procuring Entity.

6. STAFF AND LABOR

6.1 Engagement of Staff and Labor

Except as otherwise stated in the Specification, the Contractor shall make arrangements for the engagement of all staff and labor, local or otherwise, and for their payment, feeding, transport, and, when appropriate, housing. The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labor with appropriate qualifications and experience from sources within Kenya.

6.2 Rates of Wages and Conditions of Labor

6.2.1 The Contractor shall pay rates of wages, and observe conditions of labor, which are not lower than those established for the trade or industry where the work is carried out. If no established rates or conditions are applicable, the Contractor shall pay rates of wages and observe conditions which are not lower than the general level of wages and conditions observed locally by Procuring Entity's whose trade or industry is similar to that of theContractor.

6.2.2 The Contractor shall inform the Contractor's Personnel about their liability to pay personal income taxes in Kenya in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the Laws of Kenya for the time being in force, and the Contractor shall perform such duties in regard to such deductions there of as may be imposed on him by such Laws.

6.3 Persons in the Service of Procuring Entity

The Contractor shall not recruit, or attempt to recruit, staff and labour from amongst the Procuring Entity's Personnel.

6.4 Lab or Laws

The Contractor shall comply with all the relevant labour Laws applicable to the Contractor's Personnel, including Laws relating to their employment, employment of children, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights. The Contractor shall require his employees to obey all applicable Laws, including those concerning safety at work.

6.5 Working Hours

Nowork shall be carried out on the Site on locally recognized days of rest, or outside the normal working hours stated in the **Special Conditions of Contract**, unless:
a) Otherwise stated in the Contract,
b) The Architect gives consent, or

c) The work is unavoidable, or necessary for the protection of life or property or for the safety of the Works, in which case the Contractor shall immediately advise the Engineer, provided that work done outside the normal working hours shall be considered and paid for as overtime.

6.6 Facilities for Staff and Labor

Except as otherwise stated in the Specification, the Contractor shall provide and maintain all necessary accommodation and welfare facilities on site for the Contractor's Personnel. The Contractor shall also provide facilities for the Procuring Entity's Personnel as stated in the Specifications. The Contractor shall not permit any of the Contractor's Personnel to maintain any temporary or permanent living quarters within the structures forming part of the Permanent Works.

6.7 Health and Safety

6.7.1 The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor's Personnel. In collaboration with localhealth authorities, the Contractor shall ensure that medical staff, first aid facilities, sick bay and ambulance service are available at all times at the Site and at any accommodation for Contractor's and Procuring Entity's Personnel, and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics.

6.7.2 The Contractor shall appoint an accident prevention officer at the Site, responsible for maintaining safety and protection against accidents. This person shall be qualified for this responsibility and shall have the authority to issue instructions and take protective measures to prevent accidents. Throughout the execution of the Works, the Contractor shall provide what ever is required by this person to exercise this responsibility and authority.

6.7.3 The Contractor shall send, to the Engineer, details of any accident as soon as practicable after itsoccurrence. The Contractor shall maintain records and make reports concerning health, safety and welfare of persons, and damage to property, as the Architect may reasonably require.

6.7.4 The Contractor shall conduct an awareness programme on HIV and other sexually transmitted diseases via an approved service provider and shall undertake such other measures taken to reduce the risk of the transfer of these diseases between and among the Contractor's Personnel and the local community, to promote early diagnosis and to assist affected individuals.

6.8 Contractor's Superintendence

6.8.1 Throughout the execution of the Works, and as long thereafter as is necessary to fulfil the Contractor's obligations, the Contractor shall provide all necessary super intendence to plan, arrange, direct, manage, inspect and test the work.

6.8.2 Superintendence shall be given by a sufficient number of persons having adequate knowledge of the language for communications (defined in Sub-Clause 1.4 [Law and Language]) and of the operations to be carried out (including the methods and techniques required, the hazards likely to be encountered and methods of preventing accidents), for the satisfactory and safe execution of the Works.

6.9 Contractor's Personnel

6.9.1 The Contractor's Personnel shall be appropriately qualified, skilled and experienced in their respective trades or occupations. The Contractors Key personnel shall be named in the Special Conditions of Contract. The Architect may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's

Representative if applicable, who:

a) Persists in any misconduct or lack of care,
b) Carries out duties in competently or negligently,
c) fails to conform with any provisions of the Contract,
d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment, or
e) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution oftheWorks.

6.9.2 If appropriate, the Contractor shall then appoint (or cause to be appointed) a suitable replacement person.

6.10 Records of Contractor's Personnel and Equipment

The Contractor shall submit, to the Engineer, details showing the number of each class of Contractor's Personnel and of each type of Contractor's Equipment on the Site. Details shall be submitted each calendar month, in a form approved by the Engineer, until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works.

6.11 Disorderly Conduct

The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst the Contractor's Personnel, and to preserve peace and protection of persons and property on and near the Site.

6.12 Foreign Personnel

6.12.1 The Contractor shall not employ foreign personnel unless the contractor demonstrates that there are no Kenyans with the required skills.

6.12.2 The Contractor shall be responsible for the return of any foreign personnel to the place where they were recruited or to their domicile. In the event of the death in Kenya of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial.

6.13 Supply of Water

The Contractor shall, having regard to local conditions, provide on the Sitea n adequate supply of drinking and other water for the use of the Contractor's Personnel.

6.14 Measures against Insect and Pest Nuisance

The Contractor shall a tall times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.

6.15 Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the Laws of Kenya, onsite, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal there of by Contractor's Personnel.

6.16 Prohibition of Forced or Compulsory Labour

The Contractor shall not employ forced labor, which consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty,

and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.

6.17 Prohibition of Harmful Child Labor

The Contractor shall not employ children in a manner that is economically exploitative, or is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. Where the relevant labour laws of Kenya have provisions for employment of minors, the Contractor shall follow those laws applicable to the Contractor. Children below the age of 18 years shall not be employed in dangerous work.

6.18 Employment Records of Workers

The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the Engineer. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 [Records of Contractor's Personnel and Equipment].

6.19 Workers' Organizations

The Contractor shall comply with the relevant labor laws that recognize workers' rights to form and to join workers' organizations of their choosing without interference.

6.20 Non-Discrimination and Equal Opportunity

The Contractor shall base the labour employment on the principle of equal opportunity and fair treatment and shall not discriminate with respect to aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, promotion, termination of employ mentor retirement, and discipline.

7. PLANT, MATERIALS AND WORKMANSHIP

7.1 Manner of Execution

The Contractor shall carry out the manufacture/assemble of plant, the production and manufacture of Materials, and all other execution of the Works:

a) In the manner (if any) specified in the Contract,
b) in a proper workman like and careful manner, in accordance with recognized good practice, and
c) with properly equipped facilities and non-hazardous Materials, except as otherwise specified in the Contract.

7.2 Samples

The Contractor shall submit the following samples of Materials, and relevant information, to the Architect for consent prior to using the Material sin or for the Works:

a) manufacturer's standard samples of Materials and samples specified in the Contract, all at the Contractor's cost, and
b) additional samples instructed by the Architect as a Variation.

Each sample shall be labeled as to origin and intended use in the Works.

7.3 Inspection

7.3.1 The Procuring Entity's Personnel shall at all reasonable times:

a) Have full access to all parts of the Site and to all places from which natural Materials are being obtained, and

b) during production, manufacture and construction (at the Site and elsewhere), be entitled to examine, inspect, measure and test the materials and workmanship, and to check the progress of manufacture of Plant and production and manufacture of Materials.

7.3.2 The Contractor shall give the Procuring Entity's Personnel full opportunity to carry out these activities, including providing access, facilities, permissions and safety equipment. No such activity shall relieve the Contractor from any obligation or responsibility.

7.3.3 The Contractor shall give notice to the Architect whenever any work is ready and before it is covered up, put out of sight, or packaged for storage or transport. The Architect shall then either carry out the examination, inspection, measurement or testing without unreasonable delay, or promptly give notice to the Contractor that the Architect does not require to do so. If the Contractor fails to give the notice, he shall, if and when required by the Engineer, uncover the work and there after reinstate and make good, all at the Contractor's cost.

7.4 Testing

7.4.1 This Sub-Clause shall apply to all tests specified in the Contract.

7.4.2 Except as otherwise specified in the Contract, the Contractor shall provide all apparatus, assistance, documents and other information, electricity, equipment, fuel, consumables, instruments, labor, materials, and suitably qualified and experienced staff, as are necessary to carry out the specified tests efficiently. The Contractor shall agree, with the Engineer, the time and placefort he specified testing of any Plant, Materials and other parts of the Works.

7.4.3 The Architect may, under Clause 13 [Variations and Adjustments], vary the location or details of specified tests, or instruct the Contractor to carry out additional tests. If these varied or additional tests show that the tested Plant, Materials or workmanship is not in accordance with the Contract, the cost of carrying out this Variation shall be borne by the Contractor, not withstanding other provisions of the Contract.

7.4.4 The Architect shall give the Contractor not less than 24 hours' notice of the Architect intention to attend the tests. If the Architect does not attend at the time and place agreed, the Contractor may proceed with the tests, unless otherwise instructed by the Engineer, and the tests shall then be deemed to have been made in the Architect presence.

7.4.5 If the Contractor suffers delay and/ or incurs Cost from complying with these instructions or as a result of a delay for which the Procuring Entity is responsible, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and

b) payment of any such Cost-plus profit, which shall be included in the Contract Price.

7.4.6 After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

7.4.7 The Contractor shall promptly forward to the Architect duly certified reports of the tests. When thespecified tests have be enpassed, the Architect shall endorse the Contractor's test certificate, or issue a certificate to him, to that effect. If the Architect has not attended the tests, he shall be deemed to have accepted the readings as accurate.

7.5 Rejection

7.5.1 If, as a result of an examination, inspection, measurement or testing, any Plant, Materials or workmanship is found to be defective or otherwise not in accordance with the Contract, the Architect may reject the Plant, Materials or workmanship by giving notice to the Contractor, with reasons. The Contractor shall then promptly make good the defect and ensure that the rejected item complies with the Contract.

7.5.2 If the Architect requires this Plant, Materials or workmanship to be retested, the tests shall be repeated under the same terms and conditions. If the rejection and retesting cause the Procuring Entity to incur additional costs, the Contractor shall subject to Sub-Clause 2.5 [Procuring Entity's Claims] pay these costs to the Procuring Entity.

7.6 Remedial Work

7.6.1 Not withstanding any previous test or certification, the Architect may instruct the Contractorto:

a) Remove from the Site and replace any Plant or Materials which is not in accordance with the Contract,
b) remove and re-execute any other work which is not in accordance with the Contract, and
c) execute any work which is urgently required for the safety of the Works, whether because of an accident, unforeseen able event or otherwise.

7.6.2 The Contractor shall comply with the instruction within a reasonable time, which shall be the time (if any) specified in the instruction, or immediately if urgency is specified under sub-paragraph (c).

7.6.3 If the Contractor fails to comply with the instruction, the Procuring Entity shall be entitled to employ and pay other persons to carry out the work. Except to the extent that the Contractor would have been entitled to payment for the work, the Contractor shall subject to Sub-Clause 2.5 [Procuring Entity's Claims] pay to the Procuring Entity all costs arising from this failure.

7.6.4 If the contractor repeatedly delivers defective work, the Procuring Entity may consider termination in accordance with Clause 15.

7.7 Ownership of Plant and Materials

Except as otherwise provided in the Contract, each item of Plant and Materials shall become the property of the Procuring Entity at whichever is the earlier of the following times, free from liens and other encumbrances:

a) When it is in corporated in the Works;
b) when the Contractor is paid the corresponding value of the Plant and Materials under Sub-Clause 8.10 [Payment for Plant and Materials in Event of Suspension].

7.8 Royalties

Unless otherwise stated in the Specification, the Contractor shall pay all royalties, rents and other payments for:

a) Natural materials obtained from outside the Site, and
b) thedisposal of material from demolitions and excavations and of other surplus material (whether natural orman-made), except to the extent that disposal are as within the Site are specified in the Contract.

8 COMMENCEMENT, DELAYS AND SUSPENSION

8.1 Commencement of Works

8.1.1 Except as otherwise specified in the Special Conditions of Contract, the Commencement Date shall be the date at which the following precedent condition shave all been fulfilled and the Architect notification recording the agreement of both Parties on such fulfilment and instructing to commence the Work is received by the Contractor:

a) Signature of the Contract Agreement by both Parties, and if required, approval of the Contract by relevant authorities of Kenya;

b) except if otherwise specified in the Special Conditions of Contract, effective access to and possession of the Site given to the Contractor together with such permission(s) under (a) of Sub-Clause 1.13 [Compliance with Laws] as required for the commencement of the Works.

c) Receipt by the Contractor of the Advance Payment under Sub-Clause 14.2 [Advance Payment] provided that the corresponding bank guarantee has been delivered by the Contractor.

8.1.2 If the said Architect instruction is not received by the Contractor within 180 days from his receipt of the Letter of Acceptance, the Contractor shall be entitled to terminate the Contract under Sub-Clause1 6.2 [Terminationby Contractor].

8.1.3 The Contractor shall commence the execution of the Works as soon as is reasonably practicable after the Commencement Date and shallthen proceed with the Works with due expedition and without delay.

8.2 Time for Completion

The Contractor shall complete the whole of the Works, and each Section (if any), within the Time for Completion for the Works or Section (as the case may be), including:

a) Achieving the passing of the Testson Completion, and

b) completing all work which is stated in the Contract as being required for the Works or Section to be considered to be completed for the purposes of taking-over under Sub-Clause 10.1 [Taking Over of the Works and Sections].

8.3 Programme

8.3.1 The Contractor shall submit a detailed time programme to the Architect within1 4 days after receiving the notice under Sub-Clause 8.1 [Commencement of Works]. The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress or with the Contractor's obligations. Each programme shall include:

a) The order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage of design (if any), Contractor's Documents, procurement, manufacture of Plant, delivery to Site, construction, erection and testing,

b) each of these stages for work by each nominated Subcontractor (as defined in Clause 5 [Nominated Subcontractors]),

c) the sequence and timing of inspections and tests specified in the Contract, and

d) a supporting report which includes:

   i) a general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, and

   ii) details showing the Contractor's reasonable estimate of the number of each class of Contractor's Personnel and of each type of Contractor's Equipment, required on the Site for each major stage.

8.3.2 Unless the Engineer, within 14 days after receiving a programme, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the programme, subject to his other obligations under the Contract. The Procuring Entity's Personnel shall be entitled to rely upon the programme when planning their activities.

8.3.3 The Contractor shall promptly give notice to the Architect of specific probable future events or circumstances which may adversely affect the work, increase the Contract Price or delay the execution of the Works.

8.3.4 If, at anytime, the Architect gives notice to the Contractor that a programme fails (to the extent stated) to comply with the Contractor to be consistent with actual progress and the Contractor's stated intentions, the Contractor shall submit a revised programme to the Architect in accordance with this Sub-Clause.

8.4 Extension of Time for Completion

8.4.1 The Contractor shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to an extension of the Time for Completion if and to the extent that completion for the purposes of Sub-Clause 10.1 [Taking Over of the Works and Sections] is or will be delayed by any of the following causes:

a) a Variation (unless an adjustment to the Time for Completion has been agreed under Sub-Clause 13.3 [Variation Procedure]) or other substantial change in the quantity of an item of work included in the Contract,
b) a cause of delay giving an entitlement to extension of time under a Sub-Clause of these Conditions,
c) exceptionally adverse climatic conditions,
d) Unforeseeable shortages in the availability of personnel or Goods caused by epidemic or governmental actions, or
e) any delay, impediment or prevention caused by or attributable to the Procuring Entity, the Procuring Entity's Personnel, or the Procuring Entity's other contractors.

8.4.2 If the Contractor considers itself to be entitled to an extension of the Time for Completion, the Contractor shall give notice to the Architect in accordance with Sub-Clause 20.1 [Contractor's Claims]. When determining each extension of time under Sub-Clause 20.1, the Architectshall review previous determinations and may increase, but shall not decrease, the total extension of time.

8.5 Delays Caused by Authorities

If the following conditions apply, namely:

a) The Contractor has diligently followed the procedures laid down by the relevant legally constituted public authorities in Kenya,
b) These authorities delay or disrupt the Contractor's work, and
c) the delay or disruption was Unforeseeable, then this delay or disruption will be considered as a cause of delay under sub-paragraph (b) of Sub-Clause 8.4 [Extension of Time for Completion].

8.6 Rate ofProgress

8.6.1 If,atanytime:

a) Actualprogressistooslowtocompletewithin theTimeforCompletion,and/or

b) Progresshasfallen(orwillfall)behindthecurrentprogrammeunderSub-Clause8.3[Programme],other thanasaresultofacauselistedinSub-Clause8.4[ExtensionofTimeforCompletion],thentheArchitect may instruct the Contractor to submit, under Sub-Clause 8.3 [Programme], a revised programme and supporting report describing the revised methods which the Contractor proposes to adopt in order to expediteprogressandcompletewithintheTimeforCompletion.

8.6.2 Unless the Architect notifies otherwise, the Contractor shall adopt these revised methods, which mayrequire increases in the working hours and/or in the numbers of Contractor's Personnel and/or Goods, at the risk and cost of the Contractor. If these revised methods cause the Procuring Entity to incur additional costs, the Contractor shall subject to notice under Sub-Clause 2.5 [Procuring Entity's Claims] pay these costs to the ProcuringEntity,inadditiontodelaydamages(ifany)underSub-Clause8.7below.

8.6.3 Additional costs of revised methods including acceleration measures, instructed by the Architect to reduce delaysresultingfromcauseslistedunderSub-Clause8.4[ExtensionofTimeforCompletion]shallbepaidby theProcuringEntity,withoutgenerating,however,anyotheradditionalpaymentbenefittotheContractor.

8.7 DelayDamages

8.7.1 If the Contractor fails to comply with Sub-Clause 8.2 [Time for Completion], the Contractor shall subject to notice under Sub-Clause 2.5 [Procuring Entity's Claims] pay delay damages to the Procuring Entity for this default. These delay damages shall be the sum stated in the **Special Conditions of Contract**, which shall be paidforeverydaywhichshallelapsebetweentherelevantTimeforCompletionandthedatestatedinthe taking-OverCertificate.However,thetotalamountdueunderthisSub-Clauseshallnotexceedthemaximumamountofdelaydamages(ifany)statedintheSpecialConditionsofContract.

8.7.2 Thesedelaydamagesshallbetheonlydamagesduefromthe Contractorforsuchdefault,otherthanintheevent of termination under Sub-Clause 15.2 [Termination by Procuring Entity] prior to completion of the Works. These damages shall not relieve the Contractor from his obligation to complete the Works, or from anyother duties,obligationsorresponsibilitieswhichhemayhaveundertheContract.

8.8 SuspensionofWork

8.8.1 TheArchitectmayatanytimeinstructtheContractortosuspendprogressofpartorallofthe Works.During suchsuspension,theContractorshallprotect,storeandsecuresuchpartorthe Worksagainstanydeterioration, loss ordamage.

8.8.2 TheArchitectmayalsonotifythecauseforthesuspension.Ifandtotheextentthatthecauseisnotifiedandisthe responsibilityoftheContractor,thefollowingSub-Clauses8.9,8.10and8.11shallnotapply.

8.9 Consequences ofSuspension

8.9.1 If the Contractor suffers delay and/or incurs Cost from complying with the Architect instructions underSub- Clause 8.8 [Suspension of Work] and/or from resuming the work, the

Contractor shall give notice to the ArchitectandshallbeentitledsubjecttoSub-Clause20.1[Contractor'sClaims]to:

a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [ExtensionofTimeforCompletion],and

b) PaymentofanysuchCost,whichshallbeincludedintheContractPrice.

8.9.2 AfterreceivingthisnoticetheArchitectshallproceedinaccordancewithSub-Clause3.5[Determinations]to agreeordeterminethesematters.

8.9.3 TheContractorshallnotbeentitledtoanextensionoftimefor,ortopaymentoftheCostincurredin, making good the consequences of the Contractor's faulty design, workmanship or materials, or of the Contractor's failuretoprotect,storeorsecureinaccordancewithSub-Clause8.8[SuspensionofWork].

8.10 PaymentforPlantandMaterialsinEventofSuspension

TheContractorshallbeentitledtopaymentofthevalue(asatthedateofsuspension)ofPlantand/or Materials whichhavenotbeendeliveredtoSite,if:

a) TheworkonPlantordeliveryofPlantand/orMaterialshasbeensuspendedformorethan30days, and

b) the Contractor has marked the Plant and/or Materials as the Procuring Entity's property in accordance with the Architectinstructions.

8.11 ProlongedSuspension

If the suspension under Sub-Clause 8.8 [Suspension of Work] has continued for more than 84 days, the Contractor may request the Architect permission to proceed. If the Architect does not give permissionwithin 30daysafterbeingrequestedtodoso,theContractormay,bygivingnoticetotheEngineer,treatthes uspension asanomissionunderClause13[VariationsandAdjustments] of the affectedpartoftheWorks.Ifthesuspension affects the whole of the Works, the Contractor may give notice of termination under Sub-Clause 16.2 [TerminationbyContractor].

8.12 ResumptionofWork

After the permissionorinstructiontoproceedisgiven,theContractorandtheArchitectshalljointlyexamine the Works and the Plant and Materials affected by the suspension. The Contractor shall make good any deteriorationordefectinorlossoftheWorksorPlantorMaterials,whichhasoccurredduringthesusp ension afterreceivingfromtheArchitectaninstructiontothiseffectunderClause13[VariationsandAdjustm ents].

9. TESTS ONCOMPLETION

9.1 Contractor'sObligations

9.1.1 The Contractor shall carry out the Tests on Completion in accordance with this Clause and Sub-Clause 7.4 [Testing],afterprovidingthedocumentsinaccordancewithsub-paragraph(d)ofSub-Clause4.1[Contractor's GeneralObligations].

9.1.2 TheContractorshallgivetotheArchitectnotlessthan21days'noticeofthedateafterwhichtheContr actorwill bereadytocarryouteachoftheTestsonCompletion.Unlessotherwiseagreed,TestsonCompletion shallbe carriedoutwithin14daysafterthisdate,onsuchdayordaysastheArchitectshallinstruct.

9.1.3 InconsideringtheresultsoftheTestsonCompletion,theArchitectshallmakeallowancesfortheeffectofany useoftheWorksbytheProcuringEntityontheperformanceorothercharacteristicsoftheWorks.Assoonasthe Works,oraSection,havepassedanyTestsonCompletion,theContractorshallsubmitacertifiedreportofthe resultsoftheseTeststotheEngineer.

9.2 DelayedTests

9.2.1 If the Tests on Completion are being unduly delayed by the Procuring Entity, Sub-Clause 7.4 [Testing] (fifth paragraph)and/orSub-Clause10.3[InterferencewithTestsonCompletion]shallbeapplicable.

9.2.2 IftheTestsonCompletionarebeingundulydelayedbytheContractor,theArchitectmaybynoticerequirethe Contractor to carry out the Tests within 21 days after receiving the notice. The Contractor shall carry out the Testsonsuchdayordayswithinthatperiodasthecontractormayfixandofwhichheshallgivenoticetothe Engineer.

9.2.3 IftheContractorfailstocarryouttheTestsonCompletionwithintheperiodof21days,theProcuring Entity's PersonnelmayproceedwiththeTestsattheriskandcostoftheContractor.TheTestsonCompletionshallthen bedeemedtohavebeencarriedoutinthepresenceoftheContractorandtheresultsoftheTestsshallbeaccepted asaccurate.

9.3 Retestingofrelatedworks

IftheWorks,oraSection,failtopasstheTestsonCompletion,Sub-Clause7.5[Rejection]shallapply,andthe Architect or the Contractor may require the failed Tests, and Tests on Completion on any related work, to be repeatedunderthesametermsandconditions.

9.4 FailuretoPassTestsonCompletion

9.4.1 IftheWorks,oraSection,failtopasstheTestsonCompletionrepeatedunderSub-Clause9.3[Retesting],the Architectshallbeentitledto:

a) OrderfurtherrepetitionofTestsonCompletionunderSub-Clause9.3;or

b) if the failure deprives the Procuring Entity of substantially the whole benefit of the Works or Section, rejecttheWorksorSection(as the casemaybe),inwhicheventtheProcuringEntityshallhavethesame remediesasareprovidedinsub-paragraph(c)ofSub-Clause11.4[FailuretoRemedyDefects].

10. PROCURINGENTITY'STAKINGOVER

10.1 TakingOveroftheWorksandSections

10.1.1 ExceptasstatedinSub-Clause9.4[FailuretoPassTestsonCompletion],theWorksshallbetakenoverbythe Procuring Entity when (i) the Works have been completed in accordance with the Contract, including the mattersdescribedinSub-Clause8.2[TimeforCompletion]andexceptasallowedinsub-paragraph(a)below, and(ii)aTaking-OverCertificatefortheWorkshasbeenissued,orisdeemedtohavebeenissuedinaccordance withthisSub-Clause.

10.1.2 TheContractormayapplybynoticetotheArchitectforaTaking-OverCertificatenotearlierthan14daysbefore theWorkswill, in the Contractor'sopinion,becompleteandreadyfortakingover.IftheWorksaredividedinto

Sections,theContractormaysimilarlyapplyforaTaking-OverCertificateforeachSection.

10.1.3 TheArchitectshall,within30daysafterreceivingtheContractor'sapplication:

a) IssuetheTaking-OverCertificatetotheContractor,statingthedateonwhichtheWorksorSectionwere completedinaccordancewiththeContract,exceptforanyminoroutstandingworkanddefects whichwill notsubstantiallyaffecttheuseoftheWorksorSectionfortheirintendedpurpose(eitheruntilor whilstthis workiscompletedandthesedefectsareremedied);or

b) reject the application, giving reasons and specifying the work required to be done by the Contractor to enable the Taking-Over Certificate to be issued. The Contractor shall then complete this work before issuingafurthernoticeunderthisSub-Clause.

10.1.4 IftheArchitectfailseithertoissuetheTaking-OverCertificateortorejecttheContractor'sapplicationwithin theperiodof30days,andiftheWorksorSection(as the casemaybe)aresubstantiallyinaccordancewiththe Contract,theTaking-OverCertificateshallbedeemedtohavebeenissuedonthelastdayofthatperiod.

10.2 TakingOverofPartsoftheWorks

10.2.1 TheArchitectmay,atthesolediscretionoftheProcuringEntity,issueaTaking-OverCertificateforanypartof thePermanentWorks.

10.2.2 The Procuring Entity shall not use any part of the Works (other than as a temporary measure which is either specified in the Contract or agreed by both Parties) unless and until the Architect has issued a Taking-Over Certificateforthispart.However,iftheProcuringEntitydoesuseanypartoftheWorksbeforetheTaking-Over Certificate isissued:

a) Thepartwhichisusedshallbedeemedtohavebeentakenoverasfromthedateonwhichitisused,

b) theContractorshallceasetobeliableforthecareofsuchpartasfromthisdate,whenresponsibility shall passtotheProcuringEntity,and

c) ifrequestedbytheContractor,theArchitectshallissueaTaking-OverCertificateforthispart.

10.2.3 After the ArchitecthasissuedaTaking-OverCertificateforapartoftheWorks,theContractorshallbegiventhe earliestopportunitytotakesuchstepsasmaybenecessarytocarryoutanyoutstandingTestsonCompletion. The Contractor shall carry out these Tests on Completion as soon as practicable before the expiry date of the relevantDefectsNotificationPeriod.

10.2.4 If the Contractor incurs Cost as a result of the Procuring Entity taking over and/or using a part of the Works, otherthansuchuseasisspecifiedintheContractoragreedbytheContractor,theContractorshall(i)give notice to the Architect and (ii) be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to payment of any such accrued costs, which shall be included in the Contract Price. After receiving this notice, the Architect shall proceedinaccordancewithSub-Clause3.5[Determinations]toagreeordeterminethisaccruedcost.

10.2.5 IfaTaking-OverCertificatehasbeenissuedforapartoftheWorks (otherthanaSection),thedelaydamages thereafterforcompletionoftheremainderoftheWorksshallbereduced.Similarly,thedelaydamages forthe remainder of the Section (if any) in which this part is included shall also be reduced. For any period of delay after the datestatedinthisTaking-OverCertificate,theproportionalreductioninthesedelaydamagesshallbe calculatedastheproportionwhichthevalueofthepartsocertifiedbearstothevalueoftheWorksorSection(as thecasemaybe)asawhole.TheArchitectshallproceedinaccordancewithSub-Clause3.5[Determinations]to

agreeordeterminetheseproportions.Theprovisionsofthisparagraphshallonlyapplytothedailyrateofdelay damagesunderSub-Clause8.7[DelayDamages]andshallnotaffectthemaximumamountofthesedamages.

10.3 InterferencewithTestsonCompletion

10.3.1 IftheContractorisprevented,formorethan14days,fromcarryingouttheTestsonCompletionbyacausefor whichtheProcuringEntityisresponsible,theProcuringEntityshallbedeemedtohavetakenovertheWorksor Section(as the casemaybe) on the datewhentheTestsonCompletionwouldotherwisehavebeencompleted.

10.3.2 TheArchitectshallthenissueaTaking-OverCertificateaccordingly, and the ContractorshallcarryouttheTests onCompletionassoonaspracticable,beforetheexpirydateoftheDefectsNotificationPeriod.The Architect shall require the Tests on Completion to be carried out by giving 14 days' notice and in accordance with the relevantprovisionsoftheContract.

10.3.3 If the Contractor suffers delay and/or incurs Cost as a result of this delay in carrying out the Tests on Completion, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-Clause20.1 [Contractor'sClaims]to:

a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [ExtensionofTimeforCompletion],and

b) paymentofanysuchaccruedcosts,whichshallbeincludedintheContractPrice.

10.3.4 AfterreceivingthisnoticetheArchitectshallproceedinaccordancewithSub-Clause3.5[Determinations]to agreeordeterminethesematters.

10.4 SurfacesRequiringReinstatement

ExceptasotherwisestatedinaTaking-OverCertificate,acertificateforaSectionorpartoftheWorksshallnot bedeemedtocertifycompletionofanygroundorothersurfacesrequiringreinstatement.

11. DEFECTSLIABILITY

11.1 CompletionofOutstandingWorkandRemedyingDefects

11.1.1 InorderthattheWorksandContractor'sDocuments,andeachSection,shallbeintheconditionrequiredbythe Contract(fairwearandtearexcepted)bytheexpirydateoftherelevantDefectsNotificationPeriodorassoonas practicablethereafter,theContractorshall:

a) complete any work which is outstanding on the date stated in a Taking-Over Certificate, within such reasonabletimeasisinstructedbytheEngineer,and

b) execute all work required to remedy defects or damage, as may be notified by (or on behalf of) the ProcuringEntityonorbeforetheexpirydateoftheDefectsNotificationPeriodfortheWorksor Section (as the casemaybe).

11.1.2 Ifadefectappearsordamageoccurs,theContractorshallbenotifiedaccordinglybytheEngineer.

11.2 CostofRemedyingDefects

11.2.1 All work referred to in sub-paragraph (b) of Sub-Clause 11.1 [Completion of Outstanding Work and RemedyingDefects]shallbeexecutedattheriskandcostoftheContractor,ifandtotheextentthattheworkis attributableto:

a) AnydesignforwhichtheContractorisresponsible,

b) Plant,Materialsorworkmanshipnotbeinginaccordancewiththe Contract,or

c) FailurebytheContractortocomplywithanyotherobligation.

11.2.2 Ifandtotheextentthatsuchworkisattributabletoanyothercause,theContractorshallbenotifiedpromptlyby (oronbehalfof)theProcuringEntity,andSub-Clause13.3[VariationProcedure]shallapply.

11.3 ExtensionofDefectsNotificationPeriod

11.3.1 TheProcuringEntityshallbeentitledsubjecttoSub-Clause2.5[ProcuringEntity'sClaims]toanextensionof theDefectsNotificationPeriodfortheWorksoraSectionifandtotheextentthattheWorks,Sectionor amajor item of Plant (as the case may be, and after taking over) cannot be used for the purposes for which they are intended by reason of a defect or by reason of damage attributable to the Contractor. However, a Defects NotificationPeriodshallnotbeextendedbymorethantwoyears.

11.3.2 IfdeliveryandorerectionofPlantand/orMaterialswassuspendedunderSub-Clause8.8[SuspensionofWork] orSub-Clause16.1[Contractor'sEntitlementtoSuspendWork],theContractor'sobligationsunderthisClause shallnotapplytoanydefectsordamageoccurringmorethantwoyearsaftertheDefectsNotification Periodfor thePlantand/orMaterialswouldotherwisehaveexpired.

11.4 FailuretoRemedyDefects

11.4.1 If the Contractor fails to remedy any defect or damage within a reasonable time, a date may be fixed by the Engineer, on or by which the defect or damage is to be remedied. The Contractor shall be given reasonable noticeofthisdate.

11.4.2 If the Contractor fails to remedy the defect or damage by this notified date and this remedial work was to be executedatthecostoftheContractorunderSub-Clause11.2[CostofRemedyingDefects],theProcuringEntity may(athisoption):

(a) Carryouttheworkitselforbyothers,inareasonablemannerandattheContractor'scost, but the Contractorshall have no responsibility for this work; and the Contractor shall subject to Sub-Clause 2.5 [Procuring Entity's Claims] pay to the Procuring Entity the costs reasonably incurred by the Procuring Entity in remedying the defect ordamage;

(b) RequiretheArchitecttoagreeordeterminereasonablereductionintheContractPriceinaccordancewithSub-Clause 3.5 [Determinations]; or

(c) if the defect or damage deprives the Procuring Entity of substantially the whole benefit of the Works or any majorpartoftheWorks,terminatetheContractasawhole,orinrespectofsuchmajorpartwhichcannotbeput to the intendeduse.Withoutprejudicetoanyotherrights,undertheContractorotherwise,theProcuringEntity shallthenbeentitledtorecoverallsumspaidfortheWorksorforsuchpart(as the casemaybe),plusfinancing costsandthecostofdismantlingthesame,clearingtheSiteandreturningPlantandMaterialstotheContractor.

11.5 RemovalofDefectiveWork

Ifthedefectordamagecannotberemediedexpeditiouslyonthe SiteandtheProcuringEntitygivesconsent,the Contractormayremovefromthe Siteforthepurposesofrepairsuchitemsof Plantasaredefectiveordamaged. This consent may require the Contractor to increase the amount of the Performance Security by the full replacementcostoftheseitems,ortoprovideotherappropriatesecurity.

11.6 FurtherTests

11.6.1 IftheworkofremedyingofanydefectordamagemayaffecttheperformanceoftheWorks,theArchitectmay require the repetition of any of the tests described in the Contract. The requirement shall be made by notice within14daysafterthedefectordamageisremedied.

11.6.2 These tests shall be carried out in accordance with the terms applicable to the previous tests, except that they shallbecarriedoutattheriskandcostofthePartyliable,underSub-Clause11.2[CostofRemedyingDefects], for the costoftheremedialwork.

11.7 RightofAccess

UntiltheCompletionCertificatehasbeenissued,theContractorshallhavesuchrightofaccesstothe Worksas is reasonably required in order to comply with this Clause, except as may be inconsistent with the Procuring Entity'sreasonablesecurityrestrictions.

11.8 ContractortoSearch

TheContractorshall,ifrequiredbytheEngineer,searchforthecauseofanydefectonpartsoftheworks that havealreadyaccepted,underthedirectionoftheEngineer.Unlessthedefectistoberemediedatthecostofthe Contractor under Sub-Clause 11.2 [Cost of Remedying Defects], the Cost of the search plus profit shall be agreed or determined by the Architect in accordance with Sub-Clause 3.5 [Determinations] and shall be includedintheContractPrice.

11.9 CompletionCertificate

11.9.1 PerformanceoftheContractor'sobligationsshallnotbeconsideredtohavebeencompleteduntiltheArchitect hasissuedtheCompletionCertificatetotheContractor,statingthedateonwhichtheContractorcompletedhis obligationsundertheContract.

11.9.2 The Architect shall issue the Completion Certificate within 30days after the latest of the expiry dates of the DefectsLiabilityPeriod,orassoonthereafterastheContractorhassuppliedalltheContractor'sDocumentsand completed and tested all the Works, including remedying any defects. A copy of the Completionn Certificate shallbeissuedtotheProcuringEntity.

11.9.3 OnlytheCompletionCertificateshallbedeemedtoconstituteacceptanceoftheWorks.

11.10 UnfulfilledObligations

After the Completion Certificate has been issued, each Party shall remain liable for the fulfilment of any obligationwhichremainsunperformedatthattime.Forthepurposesofdeterminingthenatureandextentof unperformedobligations,theContractshallbedeemedtoremaininforce.

11.11 ClearanceofSite

11.11.1 Upon receiving the Completion Certificate, the Contractor shall remove any remaining Contractor's Equipment,surplusmaterial,wreckage,rubbishandTemporaryWorksfromtheSite.

11.11.2 If all these items have not been removed within 30days after receipt by the Contractor of the Completion Certificate,theProcuringEntitymaysellorotherwisedisposeofanyremainingitems.TheProcuringEntity shallbeentitledtobepaidthecostsincurredinconnectionwith,orattributableto,suchsaleordisposaland restoringtheSite.

11.11.3 Any balance of the moneys from the sale shall be paid to the Contractor. If these moneys are less than the ProcuringEntity'scosts,theContractorshallpaytheoutstandingbalancetotheProcuringEntity.

12. MEASUREMENTANDEVALUATION

12.1 WorkstobeMeasured

12.1.1 TheWorks shallbemeasured,andvaluedforpayment,inaccordancewiththisClause.TheContractorshall show in each application under Sub-Clauses 14.3 [Application for Interim Payment Certificates], 14.10 [Statement on Completion] and 14.11 [Application for Final Payment Certificate] the quantities and other particularsdetailingtheamountswhichheconsiderstobeentitledundertheContract.

12.1.2 WhenevertheArchitectrequiresanypartoftheWorkstobemeasured,reasonablenoticeshallbegiventothe Contractor'sRepresentative,whoshall:

a) promptly either attend or send another qualified representative to assist the Architect in making the measurement,and
b) supplyanyparticularsrequestedbytheEngineer.

12.1.3 If the Contractor fails to attend or send a representative, the measurement made by the Architect shall be accepted asaccurate.

12.1.4 ExceptasotherwisestatedintheContract,whereveranyPermanentWorksaretobemeasuredfrom records, theseshallbepreparedbytheEngineer.TheContractorshall,asandwhenrequested,attendtoexamineand agreetherecordswiththeEngineer,andshallsignthesamewhenagreed.IftheContractordoesnotattend,the recordsshallbeacceptedasaccurate.

12.1.5 IftheContractorexaminesanddisagreestherecords,and/ordoesnotsignthemasagreed,thenthe Contractor shall give notice to the Architect of the respects in which the records are asserted to be inaccurate. After receiving this notice, the Architect shall review the records and either confirm or vary them and certify the paymentoftheundisputedpart.IftheContractordoesnotsogivenoticetotheArchitectwithin14daysafter beingrequestedtoexaminetherecords,theyshallbeacceptedasaccurate.

12.2 MethodofMeasurement

Except as otherwise stated in the Contract:

a) Measurementshallbemadeofthenetactualquantityofeachitemofthe PermanentWorks,and
b) the method of measurement shall be in accordance with the Bill of Quantities or other applicable Schedules.

12.3 Evaluation

12.3.1 Except as otherwise stated in the Contract, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations]toagreeordeterminethevalueofworkdonebyevaluatingeachitemofwork,applyingthe measurement agreed or determined in accordance with the above Sub-Clauses 12.1 and 12.2 and the appropriaterateorpricefortheitem.

12.3.2 Foreachitemofwork,theappropriaterateorpricefortheitemshallbetherateorpricespecifiedforsuchitem in the Contractor,ifthereisnosuchitem,specifiedforsimilarwork.

12.3.3 AnyitemofworkincludedintheBillofQuantitiesforwhichnorateorpricewasspecifiedshallbeconsidered asincludedinotherratesandpricesintheBillofQuantitiesandwillnotbepaidforseparately.

12.3.4 However, for a newitemofwork,anewrateorpriceshallbeappropriateforsuchitemofworkif:

a) TheworkisinstructedunderClause13[VariationsandAdjustments],

b) norateorpriceisspecifiedintheContractforthisitem,and

c) no specified rate or price is appropriate because the item of work is not of similar character, or is not executedundersimilarconditions,asanyitemintheContract.

12.3.5 EachnewrateorpriceshallbederivedfromanyrelevantratesorpricesintheContract.Ifnoratesorpricesare relevantforthenewitemofwork,itshallbederivedfromthereasonableCostofexecutingsuchwork,prevailing marketrates,togetherwithprofit,takingaccountofanyotherrelevantmatters.

12.3.6 Until such time as an appropriate rate or price is agreed or determined, the Architect shall determine a provisional rate or price for the purposes of Interim Payment Certificates as soon as the concerned work commences.

12.3.7 Wherethecontractpriceisdifferentfromthecorrectedtenderprice,inordertoensurethecontractor isnotpaid lessormorerelativetothecontractprice(*whichwouldbethetenderprice*),paymentvaluationcertificatesand variationordersonomissionsandadditionsvaluedbasedonratesintheBillofQuantitiesorschedule ofratesin the Tender, will be adjusted by a plusorminus percentage. The percentage already worked out during tender evaluationisworkedoutasfollows: *(correctedtenderprice–tenderprice)/tenderpriceX100*.

12.4 Omissions

Whenevertheomissionofanyworkformspart(orall)ofaVariation,thevalueofwhichhasnotbeenagreed,if:

a) TheContractorwillincur(orhasincurred)costwhich,iftheworkhadnotbeenomitted,would havebeen deemedtobecoveredbyasumformingpartoftheAcceptedContractAmount;

b) Theomissionoftheworkwillresult(orhasresulted)inthissumnotformingpartoftheContractPrice;and

c) thiscostisnotdeemedtobeincludedintheevaluationofanysubstitutedwork;thentheContractorshall give notice to the Architect accordingly, with supporting particulars. Upon receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine this cost,whichshallbeincludedintheContractPrice.

13. VARIATIONSANDADJUSTMENTS

13.1 RighttoVary

13.1.1 Variations may be initiated by the Architect at any time prior to issuing the Taking-Over Certificate for the Works,eitherbyaninstructionorbyarequestfortheContractortosubmitaproposal.NoVariationinstructed bytheArchitectunderthisClauseshallinanywayvitiateorinvalidatetheContract.

13.1.2 TheContractorshallexecuteandbeboundbyeachVariation,unlesstheContractorpromptlygivesnoticetothe Architectstating(withsupportingparticulars)that(i)theContractorcannotreadilyobtaintheGoodsrequired for the Variation,or(ii)suchVariationtriggersasubstantialchangeinthesequenceorprogressoftheWorks. Uponreceivingthisnotice,theArchitectshallcancel,confirmorvarytheinstruction.

13.1.3 EachVariationmayinclude:

a) changes to the quantities of any item of work included in the Contract (however, such changes do not necessarilyconstituteaVariation),

b) changestothequalityandothercharacteristicsofanyitemofwork,

c) changestothelevels,positionsand/ordimensionsofanypartoftheWorks,
d) omissionofanyworkunlessitistobecarriedoutbyothers,
e) any additional work, Plant, Materials or services necessary for the Permanent Works, including any associatedTestsonCompletion,boreholesandothertestingandexploratorywork,or
f) changestothesequenceortimingoftheexecutionoftheWorks.

13.1.4 TheContractorshallnotmakeanyalterationand/ormodificationofthePermanentWorks,unlessa nduntilthe ArchitectinstructsafterobtainingapprovaloftheProcuringEntity.

13.2. VariationOrderProcedure

13.2.1 PriortoanyVariationOrderunderSub-Clause13.1.4theArchitectshallnotifytheContractorofthenatureand formofsuchvariation.Assoonaspossibleafterhavingreceivedsuchnotice,theContractorshallsub mittothe Engineer:

a) A descriptionofwork,ifany,tobeperformedandaprogrammeforitsexecution,and
b) theContractor'sproposalsforanynecessarymodificationstotheProgrammeaccordingtoSub -Clause8.3 ortoanyoftheContractor'sobligationsundertheContract,and
c) theContractor'sproposalsforadjustmenttotheContractPrice.

Following the receipt of the Contractor's submission the Architect shall, after due consultation with the EmployerandtheContractor,decideassoonaspossiblewhetherornotthevariationshallbecarried out.Ifthe Architectdecidesthatthevariationshallbecarriedout,heshallissueaVariationOrderclearlyidentifi edassuch inaccordancewiththeContractor'ssubmissionorasmodifiedbyagreement.

If the Architect and the Contractor are unable to agree the adjustment of the Contract Price, the provisions of Sub-Clause13.2.2 shall apply.

13.2.2 DisagreementonAdjustmentoftheContractPrice

IftheContractorandtheArchitectureunabletoagreeontheadjustmentoftheContractPrice,theadj ustment shall be determined in accordance with the rates specified in the Bills of Quantities or Schedule of Daywork Prices. If the rates contained in the Bills of Quantities or Dayworks Prices are not directly applicable to the specificworkinquestion,suitableratesshallbeestablishedbytheArchitectreflectingthelevelofprici nginthe Dayworks Prices. Where rates are not contained in the said Prices, the amount shall be such as is in all the circumstancesreasonable,reflectingamarketprice.Dueaccountshallbetakenofanyover-orunder-recovery ofoverheadsbytheContractorinconsequenceofthevariation.TheContractorshallalsobeentitled tobepaid:

a) ThecostofanypartialexecutionoftheWorksrendereduselessbyanysuchvariation,
b) ThecostofmakingnecessaryalterationstoPlantalreadymanufacturedorinthecourseofmanu facture or ofanyworkdonethathastobealteredinconsequenceofsuchavariation,
c) anyadditionalcostsincurredbytheContractorbythedisruptionoftheprogressoftheWorksas detailed in the Programme,and
d) thenteffectoftheContractor'sfinancecosts,includinginterest,causedbythevariation.

The Architect shall on this basis determine the rates or prices to enable on-account payment to be included in certificates of payment.

13.2.3 ContractortoProceed

OnreceiptofaVariationOrder,theContractorshallforthwithproceedtocarryoutthevariationand

beboundto these Conditions in so doing as if such variation was stated in the Contract. The work shall not be delayedpendingthegrantingofanextensionoftheTimeforCompletionoranadjustmenttotheContractPriceunder Sub-Clause31.3.

13.3 ValueEngineering

13.3.1 TheContractor may, atanytime,submittotheArchitectwrittenproposalwhich(in the Contractor'sopinion) will,ifadopted,(i)acceleratecompletion,(ii)reducethecosttotheProcuringEntity ofexecuting,maintaining oroperatingtheWorks,(iii)improvetheefficiencyorvaluetotheProcuringEntityofthecompleted Works,or
(iv) otherwise be of benefit to the Procuring Entity.

13.3.2 TheproposalshallbepreparedatthecostoftheContractorandshallincludetheitemslistedinSub-Clause13.3 [VariationProcedure].

13.2.3 If a proposal, which is approved by the Engineer, includes a change in the design of part of the Permanent Works,thenunlessotherwiseagreedbybothParties:

a) TheContractorshalldesignthispart,
b) sub-paragraphs(a)to(d)ofSub-Clause4.1[Contractor'sGeneralObligations]shallapply, and
c) if this change results in a reduction in the contract value of this part, the Architect shall proceed in accordancewithSub-Clause3.5[Determinations]toagreeordetermineafee,whichshallbeincludedin theContractPrice.Thisfeeshallbehalf(50%) of the differencebetweenthefollowingamounts:
   i) suchreductionincontractvalue,resultingfromthechange,excludingadjustmentsunderSub-Clause 13.8 [Adjustments for Changes in Legislation] and Sub-Clause 13.8 [Adjustments for Changes in Cost], and
   ii) thereduction(ifany) in the valuetotheProcuringEntityofthevariedworks,takingaccountofany improvementinquality,anticipatedlifeoroperationalefficiencies.

13.3.4 However, if the amount established in item 13.2.3 (c) (i) is less than amount established in item 13.2.3 (c (ii), there shall not be a fee. However, if the if the amount established in item 13.2.3 (c) (i) is more than amount established in item 13.2.3 (c (ii), it shall result in a price variation to the Procuring Entity.

13.4 VariationProcedureforValueEngineeringproposal

13.4.1 IftheArchitectrequestsaproposal,priortoinstructingaVariation, theContractorshallrespondinwritingas soonaspracticable,eitherbygivingreasonswhyhecannotcomply(ifthisisthecase)orbysubmitting:

a) A descriptionoftheproposedworktobeperformedandaprogrammeforitsexecution,
b) theContractor'sproposalforanynecessarymodificationstotheprogrammeaccordingtoSub-Clause8.3 [Programme]andtotheTimeforCompletion,and
c) theContractor'sproposalforevaluationoftheVariation.

13.4.2 TheArchitectshall,assoonaspracticableafterreceivingsuchproposal(underSub-Clause13.2[ValueProject Engineering] or otherwise), respond with approval, disapproval or comments. The Contractor shall notdelay anyworkwhilstawaitingaresponse.

13.4.3 EachinstructiontoexecuteaVariation,withanyrequirementsfortherecordingofCosts,shallbeissuedbythe ArchitecttotheContractor,whoshallacknowledgereceipt.

13.4.4 Each Variation shall be evaluated in accordance with Clause 12 [Measurement and

Evaluation], unless the Architectinstructsorapprovesotherwiseinaccordancewiththis Clause.

13.5 PaymentinApplicableCurrencies

If the Contract provides for payment of the Contract Price in more than one currency, then whenever an adjustment is agreed, approved or determined as stated above, the amount payable in each of the applicable currencies shall be specified. For this purpose, reference shall be made to the actual or expected currency proportionsoftheCostofthevariedwork,andtotheproportionsofvariouscurrenciesspecifiedfor paymentof theContractPrice.

13.6 ProvisionalSums

13.6.1 EachProvisionalSumshallonlybeused,inwholeorinpart,inaccordancewiththeArchitectinstructi ons,and the Contract Price shall be adjusted accordingly. The total sum paid to the Contractor shall include onlysuch amounts, for the work, supplies or services to which the Provisional Sum relates, as the Architect shall have instructed.ForeachProvisionalSum,theArchitectMayinstruct:

a) Worktobeexecuted(includingPlant,Materialsorservicestobesupplied)bytheContractoran dvalued underSub-Clause13.3[VariationProcedure];and/or

b) Plant, Materials or services to be purchased by the Contractor, from a nominated Subcontractor (as definedinClause5[NominatedSubcontractors])orotherwise;andforwhichthereshallbeincl udedinthe ContractPrice:

i) Theactualamountspaid(orduetobepaid)bytheContractor,and

ii) asumforoverheadchargesandprofit,calculatedasapercentageoftheseactualamountsby applying the relevant percentage rate (if any) stated in the appropriate Schedule. If there is no such rate, the percentageratestatedin**theSpecialConditionsofContract**shallbeapplied.

13.6.2 TheContractorshall,whenrequiredbytheEngineer,producequotations,invoices,vouchersandac countsor receiptsinsubstantiation.

13.4 Dayworks

13.4.1 For work of a minor or incidental nature, the Architect may instruct that a Variation shall be executed on a daywork basis. The work shall then be valued in accordance with the Daywork Schedule included in the Contract, and the following procedure shall apply. If a Daywork Schedule is not included in the Contract, this Sub-Clause shall not apply.

13.4.2 Before ordering Goods for the work, the Contractor shall submit quotations to the Engineer. When applying for payment, the Contractor shall submit invoices, vouchers and accounts or receipts for any Goods.

13.4.3 Except for any items for which the Daywork Schedule specifies that payment is not due, the Contractor shall delive reach day to the Architect accurate statements induplicate which shall include the following details of the resources used in executing the previous day's work:

a) The names, occupations and time of Contractor's Personnel,
b) the identification, type and time of Contractor's Equipment and Temporary Works, and
c) the quantities and types of Plant and Materials used.

13.4.4 One copy of each statement will, if correct, or when agreed, be signed by the Architect and returned to the Contractor. The Contractor shall then submit priced statements of these resources to the Engineer, prior to their inclusion in the next Statement under Sub-Clause 14.3 [Application for Interim Payment Certificates].

13.5 Adjustments for Changes in Legislation

13.5.1 The Contract Price shall be adjusted to take account of any increase or decrease in Cost resulting from a change in the Laws of Kenya (including the introduction of new Laws and the repeal or modification of existing Laws) or in the judicial or official governmental interpretation of such Laws, made after the Base Date, which affect the Contractor in the performance of obligations under the Contract.

13.5.2 If the Contractor suffers (or will suffer) delay and/or incurs (or will incur) additional Cost as a result of these changes in the Laws or in such interpretations, made after the Base Date, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
b) payment of any such Cost, which shall be included in the Contract Price.

13.5.3 After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

13.5.4 Not withstanding the foregoing, the Contractor shall not be entitled to an extension of time if the relevant delay has already been taken into account in the determination of a previous extension of time and such Cost shall not be separately paid if the same shall already have been taken into account in the indexing of any inputs to the table of adjustment data in accordance with the provisions of Sub-Clause 13.8 [Adjustments for Changes in Cost].

13.6 Adjustments for Changes in Cost

13.6.1 In this Sub-Clause, "table of adjustment data" means the completed table of adjustment data for local and foreign currencies included in the Schedules. If there is no such table of adjustment data, this Sub-Clause shall not apply.

13.6.2 If this Sub-Clause applies, the amounts payable to the Contractor shall be adjusted for rises or falls in the cost of labor, Goods and other inputs to the Works, by the addition or deduction of the amounts determined by the formulae prescribed in this Sub-Clause. To the extent that full compensation for any rise or fall in Costs is not covered by the provisions of this or other Clauses, the Accepted Contract Amount shall be deemed to have included a mounts to cover the contingency of other rises and falls in costs.

13.6.3 The adjustment to be applied to the amount otherwise payable to the Contractor, as valued in accordance with the appropriate Schedule and certified in Payment Certificates, shall be determined from formulae for each of the currencies in which the Contract Price is payable. No adjustment is to be applied to work valued on the basis of Cost or current prices. The formulae

Price Adjustment Formula

Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC.** If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type specified below applies:

P = A + B Im/Io
where:

P is the adjustment factor for the portion of the Contract Price payable.
A and **B** a recoefficients **specified in the SCC,** representing then on adjustable and adjustable portions, respectively, of the Contract Price payable and
I m is the index prevailing at the end of the month being invoiced and **Io**c is the index prevailing 30 days before Bid opening for inputs payable.

NOTE: The sum of the two coefficients A and B should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formulae for all currencies, since coefficient A, for the non adjustable portion of the payments, is a very approximate figure (usually 0.15) to take account of fixed cost elements or other nonadjustable components. The sum of the adjustments for each currency are added to the Contract Price.

13.6.4 Thecostindicesorreferencepricesstatedinthetableofadjustmentdatashallbeused.Iftheirsourceisindoubt, itshallbedeterminedbytheEngineer.Forthispurpose,referenceshallbemadetothevaluesoftheindicesat stateddates(quotedinthefourthandfifthcolumnsrespectivelyofthetable) for the purposesofclarificationof thesource;althoughthesedates(andthusthesevalues)maynotcorrespondtothebasecostindices.

13.6.5 Incaseswherethe"currencyofindex"isnottherelevantcurrencyofpayment,eachindexshallbeconverted into the relevant currency of payment at the selling rate, established by the Central Bank of Kenya, of this relevantcurrencyontheabovedateforwhichtheindexisrequiredtobeapplicable.

13.6.6 Untilsuchtimeaseachcurrentcostindexisavailable,theArchitectshalldetermineaprovisionalindexforthe issue of Interim Payment Certificates. When a current cost index is available, the adjustment shall be recalculatedaccordingly.

13.6.7 IftheContractorfailstocompletetheWorkswithintheTimeforCompletion,adjustmentofpricesthereafter shallbemadeusingeither(i)eachindexorpriceapplicableonthedate49dayspriortotheexpiryoftheTime for Completion of the Works, or (ii) the current index or price, whichever is more favorable to the Procuring Entity.

13.6.8 Theweightings(coefficients)foreachofthefactorsofcoststatedinthetable(s)ofadjustmentdatashallonlybe adjustediftheyhavebeenrenderedunreasonable,unbalancedorinapplicable,asaresultofVariations.

14 CONTRACTPRICEANDPAYMENT

14.1 The ContractPrice

14.1.1 UnlessotherwisestatedintheSpecialConditions:

a) ThevalueofthepaymentcertificateshallbeagreedordeterminedunderSub-Clause12.3[Evaluation]and besubjecttoadjustmentsinaccordancewiththeContract;

b) theContractorshallpayalltaxes,dutiesandfeesrequiredtobepaidbyhimundertheContract,andthe Contract Price shall not be adjusted for any of these costs except as stated in Sub-Clause13.7 [AdjustmentsforChangesinLegislation];

c) anyquantitieswhichmaybesetoutintheBillofQuantitiesorotherScheduleareestimatedquantitiesand arenottobetakenastheactualandcorrectquantities:

i) of the Works which the Contractor is required to execute, or

ii) for the purposes of Clause12 [Measurement and Evaluation]; and

d) the Contractor shall submit to the Engineer, within 30 days after the Commencement Date, a proposed breakdown of each lump sum price in the Schedules. The Architect may take account of the break down when preparing Payment Certificates but shall not be bound by it.

14.1.2 Notwithstanding the provisions of subparagraph (b), Contractor's Equipment, including essential spare parts there for, imported by the Contractor for the sole purpose of executing the Contract shall not be exempt from the payment of import duties and taxes upon importation.

14.2 Advance Payment

14.2.1 The Procuring Entity shall make an advance payment, as an interest-free loan for mobilization and cashflow support, when the Contractor submits a guarantee in accordance with this Clause. The total advance payment, the number and timing of instalments (if more than one), and the applicable currencies and proportions, shall be as stated in the **Special Conditions of Contract.**

14.2.2 Unless and until the Procuring Entity receives this guarantee, or if the total advance payment is not stated in the Special Conditions of Contract, this Sub-Clause shall not apply.

14.2.3 The Architect shall deliver to the Procuring Entity and to the Contractor an Interim Payment Certificate for the advance payment or its first instalment after receiving a Statement (under Sub-Clause 14.3 [Application for Interim Payment Certificates]) and after the Procuring Entity receives (i) the Performance Security in accordance with Sub-Clause 4.2 [Performance Security] and (ii) a guarantee in amounts and currencies equal to the a dvance payment. This guarantee shall be issued by a reputable bank or financial institutions elected by the Contractor and shall be in the form annexed to the Special Conditions or in another form approved by the Procuring Entity.

14.2.4 The Contractor shall ensure that the guarantee is valid and enforceable until the advance payment has been repaid, but its amount shall be progressively reduced by the amount repaid by the Contractor as indicated in the Payment Certificates. If the terms of the guarantee specify its expiry date, and the advance payment has not been repaid by the date 30 days prior to the expiry date, the Contractor shall extend the validity of the guarantee until the advance payment has been repaid.

14.2.5 Unless stated otherwise in **the Special Conditions of Contract**, the advance payment shall be repaid through percentage deductions from the interim payments determined by the Architect in accordance with Sub-Clause 14.6 [Issue of Interim Payment Certificates], as follows:

a) Deductions shall commence in the next interim Payment Certificate following that in which the total of all certified interim payments (excluding the advance payment and deductions and repayments of retention) exceeds 30 percent (30%) of the Accepted Contract Amount less Provisional Sums; and

b) deductions shall be made at the amortization rate stated in the **Special Conditions of Contract** of the amount of each Interim Payment Certificate (excluding the advance

payment and deductions for its repayments as well as deductions for retention money) in the currencies and proportions of the advance payment until such time as the advance payment has been repaid; provided that the advance payment shall be completely repaid prior to the time when 90 percent (90%) of the Accepted Contract Amount less Provisional Sums has been certified for payment.

14.2.6 If the advance payment has not been repaid prior to the issue of the Taking-Over Certificate for the Works or prior to termination under Clause 15 [Termination by Procuring Entity], Clause 16 [Suspension and Termination by Contractor] or Clause 19 [Force Majeure] (as thecase may be), the whole of the balance then outstanding shall immediately become due and in case of termination under Clause 15 [Termination by Procuring Entity], except for Sub-Clause 14.2.7 [Procuring Entity's Entitlement to Termination for Convenience], payable by the Contractor to the Procuring Entity.

14.3 Application for Interim Payment Certificates

14.3.1 The Contractor shall submit a Statement (in number of copies indicated in the **Special Conditions of Contract**) to the Architect after the end of each month, in aform approved by the Engineer, showing in detail the amounts to which the Contractor considers itself to be entitled, together with supporting documents which shall include there porton the progress during this month in accordance with Sub-Clause4.21 [Progress Reports].

14.3.2 The Statement shall include the following items, as applicable, which shall be expressed in the various currencies in which the Contract Price is payable, in the sequence listed:

a) the estimated contract value of the Works executed and the Contractor's Documents produced up to the end of the month (including Variations but excluding items described in sub-paragraphs (b) to (g) below);

b) any amounts to be added and deducted for changes in legislation and changes in cost, in accordance with Sub-Clause 13.7 [Adjustments for Changes in Legislation] and Sub-Clause 13.8 [Adjustments for Changes in Cost];

c) any amount to be deducted for retention, calculated by applying the percentage of retention stated in **the Special Conditions of Contract** to the total of the above amounts, until the amount so retained by the Procuring Entity reaches the limit of Retention Money (if any) stated **in the Special Conditions of Contract**;

d) any amounts to be added for the advance payment and (if more than one instalment) and to be deducted for its repayments in accordance with Sub-Clause 14.2 [Advance Payment];

e) any amounts to be added and deducted for Plant and Materials in accordance with Sub-Clause 14.5 [Plant and Materials intended for the Works];

f) any other additions or deductions which may have become due under the Contractor otherwise, including those under Clause 20 [Claims, Disputes and Arbitration]; and

g) the deduction of amounts certified in all previous Payment Certificates.

14.4 Schedule of Payments

14.4.1 I fthe Contract includes a schedule of payments specifying the instalments in which the Contract Price will be paid, then unless otherwise stated in this schedule:

a) The instalments quoted in this schedule of payments shall be the estimated contract values for the purposes of sub-paragraph (a) of Sub-Clause 14.3 [Application for Interim Payment Certificates];

b) Sub-Clause 14.5 [Plant and Materials intended for the Works] shall not apply; and

c) If these instalments are not defined by reference to the actual progress achieved in executing the Works, and if actual progress is found to be less or more than that on which this schedule of payments was based, then the Architect may proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine revised

instalments, which shall take account of the extent to which progress is less or more than that on which the instalments were previously based.

14.4.2 If the Contract does not include a schedule of payments, the Contractor shall submit non-binding estimates of the payments which he expects to become due during each quarterly period. The first estimate shall be submitted within 42 days after the Commencement Date. Revised estimates shall be submitted at quarterly intervals, until the Taking-Over Certificate has been issued for the Works.

14.5 Plant and Materials intended for the Works

14.5.1 If this Sub-Clause applies, Interim Payment Certificates shall include, under sub-paragraph (e) of Sub-Clause 14.3, (i) an amount for Plant and Materials which have been sent to the Site for incorporation in the Permanent Works, and (ii) a reduction when the contract value of such Plant and Materials is included as part of the Permanent Works under sub-paragraph (a) of Sub-Clause 14.3 [Application for Interim Payment Certificates].

14.5.2 If the lists referred to in sub-paragraphs (b)(i) or (c)(i) below are not included in the Schedules, this Sub-Clause shall not apply.

14.5.3 The Architect shall determine and certify each addition if the following conditions a resatisfied:

a) The Contractor has:
   i) kept satisfactory records (including the orders, receipts, Costs and use of Plant and Materials) which are available for inspection, and
   (ii) submitted statement of the Cost of acquiring and delivering the Plant and Materials to the Site, supported by satisfactory evidence;

   and either:

b) the relevant Plant and Materials:
   i) are those listed in the Schedules for payment when shipped,
   ii) have been shipped to Kenya, enroute to the Site, in accordance with the Contract; and
   iii) are described in a clean shipped bill of lading or other evidence of shipment, which has been submitted to the Architect together with evidence of payment of freight and insurance, any other documents reasonably required, and a bank guarantee in a form and issued by an entity approved by the Procuring Entity in amounts and currencies equal to the amount due under this Sub-Clause: this guarantee may be in a similar form to the form referred to in Sub-Clause14.2 [Advance Payment] and shall be valid until the Plant and Materials are properly stored on Site and protected against loss, damage or deterioration; or

c) the relevant Plant and Materials:
   i) are those listed in the Schedules for payment when delivered to the Site, and
   ii) have been delivered to and are properly stored on the Site, are protected against loss, damage or deterioration and appear to be in accordance with the Contract.

14.5.4 The additional amount to be certified shall be the equivalent of eighty percent (80%) of the Architect determination of the cost of the Plant and Materials (including delivery to Site), taking account of the documents mentioned in this Sub-Clause and of the contract value of the Plant and Materials.

14.5.5 The currencies for this additional amount shall be the same as those in which payment will become due when the contract value is included under sub-paragraph (a) of Sub-Clause 14.3 [Application for Interim Payment Certificates]. At that time, the Payment Certificate shall include the applicable reduction which shall be equivalent to, and in the same currencies and proportions as, this additional amount for the relevant Plant and Materials.

14.6 Issue of Interim Payment Certificates

14.6.1 No amount will be certified or paid until the Procuring Entity has received and approved the Performance Security. Thereafter, the Architect shall, within 30 days after receiving a Statement and supporting documents, deliver to the Procuring Entity and to the Contractor an Interim Payment Certificate which shall state the amount which the Architect fairly determines to be due, with all supporting particulars for any reduction or withholding made by the Architect on the Statemen tifany.

14.6.2 However, prior to issuing the Taking-Over Certificate for the Works, the Architect shall not be bound to issue an Interim Payment Certificate in an amount which would (after retention and other deductions) be less than the minimum amount of Interim Payment Certificates (if any) stated **in the Special Conditions of Contract**. In this event, the Architect shall give notice to the Contractor accordingly.

14.6.3 An Interim Payment Certificate shall not be withheld for any other reason, although:

a) if anything supplied or work done by the Contractor is not in accordance with the Contract, the cost of rectification or replacement may be withheld until rectification or replacement has been completed; and/or

b) if the Contractor was or is failing to perform any work or obligation in accordance with the Contract, and had been so notified by the Engineer, the value of this work or obligation may be withheld until the work or obligation has been performed.

4.6.4 The Architect may in any Payment Certificate make any correction or modification that should properly be made to any previous Payment Certificate. A Payment Certificate shall not be deemed to indicate the Architect acceptance, approval, consent or satisfaction.

14.7 Payment

14.7.1 The Procuring Entity shall pay to the Contractor:

a) The advance payment shall be paid within 60 days after signing of the contract by both parties or within 60 days after receiving the documents in accordance with Sub-Clause 4.2 [Performance Security] and Sub- Clause 14.2 [Advance Payment], which ever is later;

b) The amount certified in each Interim Payment Certificate within 60 days after the Architect Issues Interim Payment Certificate; and

c) the amount certified in the Final Payment Certificate within 60 days after the Procuring Entity Issues Interim Payment Certificate; or after determination of any disputed amount shown in the Final Statement in accordance with Sub-Clause 16.2 [Terminationby Contractor].

14.7.2 Payment of the amount due in each currency shall be made into the bank account, nominated by the Contractor, in the payment country (forth is currency) specified in the Contract.

14.8 Delayed Payment

14.8.1 If the Contractor does not receive payment in accordance with Sub-Clause 14.7 [Payment], the Contractor shall be entitled to receive financing charges (simple interest) monthly on the amount unpaid during the period of delay. This period shall be deemed to commence on the date for payment specified in Sub-Clause 14.7 [Payment], irrespective (in the case of its sub-paragraph (b) of the date on which any Interim Payment Certificate isissued.

14.8.2 These financing charges shall be calculated at the annual rate of three percentage points above the mean rate of the Central Bank in Kenya of the currency of payment, or if not available, the inter bank offered rate, and shall be paid in such currency.

14.8.3 The Contractor shall be entitled to this payment without formal notice and certification, and without prejudice to any other right or remedy.

14.9 Payment of Retention Money

14.9.1 When the Taking-Over Certificate has been issued for the Works, the first half of the Retention Money shall be certified by the Architect for payment to the Contractor. If a Taking-Over Certificate is issued for a Section or part of the Works, a proportion of the Retention Money shall be certified and paid. This proportion shall behalf (50%) of the proportion calculated by dividing the estimated contract value of the Section or part, by the estimated final Contract Price.

14.9.2 Promptly after the latest of the expiry dates of the Defects Liability Periods, the outstanding balance of the Retention Money shall be certified by the Architect for payment to the Contractor. If a Taking-Over Certificate was issued for a Section, a proportion of the second half of the Retention Money shall be certified and paid promptly after the expiry date of the Defects Notification Period for the Section. This proportion shall behalf (50%) of the proportion calculated by dividing the estimated contract value of the Section by the estimated final Contract Price.

14.9.3 However, if any work remains to be executed under Clause 11 [Defects Liability], the Architects hall be entitled to withhold certification of the estimated cost of this work until it has been executed.

14.9.4 When calculating these proportions, no account shall be taken of any adjustments under Sub-Clause 13.7 [Adjustments for Changes in Legislation] and Sub-Clause13.8 [Adjustments for Changes in Cost].

14.9.5 Unless otherwise stated in the Special Conditions, when the Taking-Over Certificate has been issued for the Works and the first half of the Retention Money has been certified for payment by the Engineer, the Contractor shall be entitled to substitute a Retention Money Security guarantee, in the form annexed to the Special Conditions or in another form approved by the Procuring Entity and issued by a reputable bank or financial institution selected by the Contractor, for the second half of the Retention Money.

14.9.6 The Procuring Entity shall return the Retention Money Security guarantee to the Contractor within 14 days after receiving a copy of the Completion Certificate.

14.10 Statement at Completion

14.10.1 Within 84 days after receiving the Taking-Over Certificate for the Works, the Contractor shall submit to the Architect three copies of a Statement at completion with supporting documents, in accordance with Sub- Clause 14.3 [Application for Interim Payment Certificates], showing:

a) the value of all work done in accordance with the Contract up to the date stated in the Taking-Over Certificate for the Works,
b) any further sums which the Contractor considers to be due, and
c) an estimate of any other amounts which the Contractor considers will become due to him under the Contract. Estimated amounts shall be shown separately in this Statement at completion.

14.10.2 The Architect shall then certify in accordance with Sub-Clause 14.6 [Issue of Interim Payment Certificates].

14.11 Application for Final Payment Certificate

14.11.1 Within 60 days after receiving the Completion Certificate, the Contractor shall submit, to

the Engineer, six copies of a draft final statement with supporting documents showing in detail in a form approved by the Engineer:

a) The value of all work done in accordance with the Contract, and
b) Any further sums which the Contractor considers to be due to him under the Contractor otherwise.

14.11.2 If the Architect disagrees with or cannot verify any part of the draft final statement, the Contractor shall submit such further information as the Architect may reasonably require within 30 days from receipt of said draft and shall make such changes in the draft as may be agreed between them. The Contractor shall then prepare and submit to the Architect the final statement as agreed. This agreed statement is referred to in these Conditions as the "Final Statement".

14.11.3 However, if, following discussions between the Architect and the Contractor and any changes to the draft final statement which are agreed, it be comes evident that a dispute exists, the Architect shall deliver to the Procuring Entity (with a copy to the Contractor) an Interim Payment Certificate for the agreed parts of the draft final statement. Thereafter, if the dispute is finally resolved under Sub-Clause 20.4 [Obtaining Dispute Board's Decision] or Sub-Clause 20.5 [Amicable Settlement], the Contractor shall then prepare and submit to the Procuring Entity (with a copy to the Engineer) a Final Statement.

14.12 Discharge

When submitting the Final Statement, the Contractor shall submit a discharge which confirms that the total of the Final Statement represents full and final settlement of all moneys due to the Contractor under or in connection with the Contract. This discharge may state that it becomes effective when the Contractor has received the Performance Security and the out standing balance of this total, in which event the discharge shall be effective on such date.

14.13 Issue of Final Payment Certificate

14.13.1 Within 30days after receiving the Final Statement and discharge in accordance with Sub-Clause 14.11 [Application for Final Payment Certificate] and Sub-Clause 14.12 [Discharge], the Architect shall deliver, to the Procuring Entity and to the Contractor, the Final Payment Certificate which shall state:

a) The amount which he fairly determines is finally due, and
b) After giving credit to the Procuring Entity for all amounts previously paid by the Procuring Entity and for all sums to which the Procuring Entity is entitled, the balance (if any) due from the Procuring Entity to the Contractor or from the Contractor to the Procuring Entity, as the case may be.

14.13.2 If the Contractor has not applied for a Final Payment Certificate in accordance with Sub-Clause 14.11 [Application for Final Payment Certificate] and Sub-Clause 14.12 [Discharge], the Architect shall request theContractor to do so. If the Contractor fails to submit an application within a period of 30 days, the Architect shall issue the Final Payment Certificate for such amount as he fairly determines to be due.

14.14 Cessation of Procuring Entity's Liability

14.14.1 The Procuring Entity shall not be liable to the Contractor for any matter or thing under or in connection with the Contract or execution of the Works, except to the extent that the Contractor shall have included an amount expressly for it:

a) in the Final Statement and also,
b) (except for matters or things arising after the issue of the Taking-Over Certificate for the Works) in the Statement at completion described in Sub-Clause 14.10 [Statement at

Completion].

14.14.2 However, this Sub-Clause shall not limit the Procuring Entity's liability under his in demnification obligations, or the Procuring Entity's liability in any case of fraud, deliberate default or reckless misconduct by the Procuring Entity.

14.15 Currencies of Payment

The Contract Price shall be paid in the currency or currencies named in the Schedule of Payment Currencies. If more than one currency is so named, payments shall be made as follows:

a) If the Accepted Contract Amount was expressed in Local Currency only:
   i) the proportions or amounts of the Local and Foreign Currencies, and the fixed rates of exchange to be used for calculating the payments, shall be as stated in the Schedule of Payment Currencies, except as otherwise agreed by both Parties;
   ii) payments and deductions under Sub-Clause 13.5 [Provisional Sums] and Sub-Clause 13.7 [Adjustments for Changes in Legislation] shall be made in the applicable currencies and proportions; and
   iii) otherpaymentsanddeductions under sub-paragraphs (a) to (d) of Sub-Clause 14.3 [Application for Interim Payment Certificates] shall be made in the currencies and proportions specified in sub- paragraph (a) (i) above;
b) payment of the damages specified in the Special Conditions of Contract, shall be made in the currencies and proportions specified in the Schedule of Payment Currencies;
c) other payments to the Procuring Entity by the Contractor shall be made in the currency in which the sum was expended by the Procuring Entity, or in such currency as may be agreed by both Parties;
d) if any amount payable by the Contractor to the Procuring Entity in a particular currency exceeds the sum payable by the Procuring Entity to the Contractor in that currency, the Procuring Entity may recover the balance of this amount from the sums otherwise payable to the Contractor in other currencies; and
e) if no rates of exchange are stated in the Schedule of Payment Currencies, they shall be those prevailing on the Base Date and determined by the Central Bank of Kenya.

15. TERMINATION BY PROCURING ENTITY

15.1 Notice to correct any defects or failures

If the Contractor fails to carry out any obligation under the Contract, the Architect may by notice require the Contractor to make good the failure and to remedy it within 30 days.

15.2 Termination by Procuring Entity

15.2.1 The Procuring Entity shall be entitled to terminate the Contract if the Contractor breaches the contract based on following circumstances which shall include but not limited to:

a) fails to comply with Sub-Clause 4.2 [Performance Security] or with a notice under Sub-Clause 15.1 [Notice to Correct],
b) abandons the Works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the Contract,
c) without reasonable excuse fails:
   i) to proceed with the Works in accordance with Clause 8 [Commencement, Delays and Suspension], or
   ii) to comply with a notice issued under Sub-Clause 7.5 [Rejection] or Sub-Clause

7.6 [Remedial Work], within 30 days after receiving it,

d) subcontracts the major part or whole of the Works or assigns the Contract without the consent of the Procuring Entity,

e) becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of theseacts or events, or

f) gives or offers to give (directly or indirectly) to any person any bribe, gift, gratuity, commission or other thing of value, as an induce mentor reward:

i) for doing or for bearing to do any action in relation to the Contract, or

ii) for showing or for bearing to show favor or disfavor to any person in relation to the Contract, or

iii) if any of the Contractor's Personnel, agents or Subcontractors gives or offers to give (directly or indirectly) to any person any such induce mentor reward as is described in this sub-paragraph (f). However, lawful inducements and rewards to Contractor's Personnel shall not entitle termination, or

g) If the contract or repeatedly fails to remedy delivers defective work,

h) based on reasonable evidence, has engaged in Fraud and Corruption as defined in paragraph 2.2 of the Appendix B to these General Conditions, incompeting for or in executing the Contract.

15.2.2 In any of these events or circumstances, the Procuring Entity may, upon giving 14 days' notice to the Contractor, terminate the Contract and expel the Contractor from the Site. However, in the case of sub- paragraph (e) or (f) or (g) or (h), the Procuring Entity may by notice terminate the Contract immediately.

15.2.3 The Procuring Entity's election to terminate the Contract shall not prejudice any other rights of the Procuring Entity, under the Contractor otherwise.

15.2.4 The Contractor shall then leave the Site and deliver any required Goods, all Contractor's Documents, and other design documents made by or for him, to the Engineer. However, the Contractor shall use his best efforts to comply immediately with any reasonable instructions included in the notice (i) for the assignment of any subcontract, and (ii) for the protection of life or property or for the safety of the Works.

15.2.5 After termination, the Procuring Entity may complete the Works and/ or arrange for any other entities to do so. The Procuring Entity and these entities may then use any Goods, Contractor's Documents and other design documents made by or on behalf of the Contractor.

15.2.6 The Procuring Entity shall then give notice that the Contractor's Equipment and Temporary Works will be released to the Contractor at or near the Site. The Contractor shall promptly arrange their removal, at the risk and cost of the Contractor. However, if by this time the Contractor has failed to make a payment due to the Procuring Entity, these items may be sold by the Procuring Entity in order to recover this payment. Any balance of the proceeds shall then be paid to the Contractor.

15.3 Valuation at Date of Termination

Assoon as practicable after a notice of termination under Sub-Clause 15.2 [Termination by Procuring Entity] has taken effect, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine the value of the Works, Goods and Contractor's Documents, and any other sums due to the Contractor for work executed in accordance with the Contract.

15.4 Payment after Termination

After a notice of termination under Sub-Clause 15.2 [Termination by Procuring Entity] has taken effect, the Procuring Entity may:

a) Proceed in accordance with Sub-Clause 2.5 [Procurin Entity's Claims],

b) withhold further payments to the Contractor until the costs of execution, completion and remedying of any defects, damages for delay in completion (if any), and all other costs incurred by the Procuring Entity, have been established, and/ or

c) recover from the Contractor any losses and damages incurred by the Procuring Entity and any extra costs of completing the Works, after allowing for any sum due to the Contractor under Sub-Clause 15.3 [Valuation at Date of Termination]. After recovering any such losses, damages and extra costs, the Procuring Entity shall pay any balance to the Contractor.

15.5 Procuring Entity's Entitlement to Termination for Convenience

The Procuring Entity shall be entitled to terminate the Contract, at any time at the Procuring Entity's convenience, by giving notice of such termination to the Contractor. The termination shall take effect 30 days after the later of the dates on which the Contractor receives this notice or the Procuring Entity returns the Performance Security. The Procuring Entity shall not terminate the Contract under this Sub-Clausein order to execute the Works itself or to arrange for the Works to be executed by another contractor or to avoid a termination of the Contract by the Contractor under Clause 16.2 [Termination by Contractor]. After this termination, the Contractor shall proceed in accordance with Sub-Clause 16.3 [Cessation of Work and Removal of Contractor's Equipment] and shall be paid in accordance with Sub-Clause 16.4 [Payment on Termination].

15.6 Fraud and Corruption

The Contractor shall ensure compliance with the Kenya Government's Anti-Corruption Laws and its prevailing sanctions.

15.7 Corrupt gifts and payments of commission

15.7.1 The Contractor shall not;

a) Offer or give or agree to give to any person in the service of the Procuring Entity any gift or consideration of any kind as an inducement or reward for doing or for bearing to door for having done or for borne to do any act in relation to the obtaining or execution of this or any other Contract for the Procuring Entity or for showing or for bearing to show favor or disfavor to any person in relation to this or any other contract for the Procuring Entity.

b) Enter into this or any other contract with the Procuring Entity in connection with which commission has been paid or agreed to be paid by him or on his behalf or to his knowledge, unless before the Contract is made particulars of any such commission and of the terms and conditions of any agreement for the payment there of have been disclosed in writing to the Procuring Entity.

15.7.2 Any breach of this Condition by the Contractor or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) shall be an offence under the provisions of the Public Procurement and Asset Disposal Act (2015) and the Anti-Corruption and Economic Crimes Act (2003) of the Laws of Kenya.

16. SUSPENSION AND TERMINATION BY CONTRACTOR

16.1 Contractor's Entitlement to Suspend Work

16.1.1 If the Architect fails to certify in accordance with Sub-Clause 14.6 [Issue of Interim Payment Certificates] or Sub-Clause 14.7 [Payment],or not receiving instructions that would enable the contractor to proceed with the works in accordance with the program, the Contractor may, after giving not less than 30 days' notice to the Procuring Entity, suspend work (or reduce the rate of work) unless and until the Contractor has received the Payment Certificate, reasonable evidence or payment, as the case may beand as described in the notice.

16.1.2 The Contractor's action shall not prejudice his entitlements to financing charges under Sub-Clause 14.8 [Delayed Payment] and to termination under Sub-Clause 16.2 [Terminationby Contractor].

16.1.3 If the Contractor subsequently receives such Payment Certificate, evidence or payment (as described in the relevant Sub-Clause and in the above notice) before giving a notice of termination, the Contractor shall resume normal working as soon as is reasonably practicable.

16.1.4 If the Contractor suffers delay and/orincurs Cost as a result of suspending work (or reducing the rate of work) in accordance with this Sub-Clause, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
b) payment of any such Cost-plus profit, which shall be included in the Contract Price.

16.2 After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

16.3 Termination by Contractor

16.3.1 The Contractor shall be entitled to terminate the Contract if:

a) the Architect fails, within 60 days after receiving a Statement and supporting documents, to issue the relevant Payment Certificate,
b) the Contractor does not receive the amount due under an Interim Payment Certificate within 90 days after the expiry of the time stated in Sub-Clause1 4.7 [Payment] within which payment is to be made (except for deductions in accordance with Sub-Clause 2.5 [Procuring Entity's Claims]),
c) the Procuring Entity substantially fails to perform his obligations under the Contract in such manner as to materially and adversely affect the economic balance of the Contract and/or the ability of the Contractor to perform the Contract,
d) a prolonged suspension affects the whole of the Works as described in Sub-Clause 8.11 [Prolonged Suspension], or
e) the Procuring Entity becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events.
f) the Contractor does not receive the Architect instruction recording the agreement of both Parties on the fulfilment of the conditions for the Commencement of Works under Sub-Clause 8.1 [Commencement of Works].

16.3.2 In any of these events or circumstances, the Contractor may, upon giving 14 days' notice to the Procuring Entity, terminate the Contract. However, in the case of sub-paragraph (f) or (g), the Contractor may by notice terminate the Contract immediately.

16.3.3 The Contractor's election to terminate the Contract shall not prejudice any other rights of the Contractor, under the Contractor otherwise.

16.4 Cessation of Work and Removal of Contractor's Equipment

After a notice of termination under Sub-Clause 15.5 [Procuring Entity's Entitlement to Termination for Convenience], Sub-Clause 16.2 [Termination by Contractor] or Sub-Clause 19.6 [Optional Termination, Payment and Release] has taken effect, the Contractor shall promptly:

a) cease all further work, except for such work as may have been instructed by the Architect for the protection of life or property or for the safety of the Works,
b) hand over Contractor's Documents, Plant, Materials and other work, for which the Contractor has received payment, and
c) remove all other Goods from the Site, except as necessary for safety, and leave the Site.

16.5 PaymentonTermination

After a notice of termination under Sub-Clause 16.2 [Termination by Contractor] has taken effect, the Procuring Entity shall promptly:

a) Return the Performance Security to the Contractor,
b) pay the Contractor in accordance with Sub-Clause 19.6 [Optional Termination, Payment and Release], and
c) pay to the Contractor the amount of any loss or damage sustained by the Contractor as a result of this termination.

17. RISK AND RESPONSIBILITY

17.1 Indemnities

17.1.1 The Contractor shall indemnify and hold harmless the Procuring Entity, the Procuring Entity's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of:

a) Bodily injury, sickness, disease or death, of any person what so ever arising outo for in the course of or by reason of the Contractor's design (if any), the execution and completion of the Works and the remedying of any defects, unless attributable to any negligence, willful actor breach of the Contract by the Procuring Entity, the Procuring Entity's Personnel, or any of their respective agents, and
b) damage to or loss of any property, real or personal (other than the Works), to the extent that such damage or loss arises out of or in the course of or by reason of the Contractor's design (if any), the execution and completion of the Works and the remedying of any defects, unless and to the extent that any such damage or loss is attributable to any negligence, willful act or breach of the Contract by the Procuring Entity, the Procuring Entity's Personnel, their respective agents, or anyone directly or indirectly employed by any of them.

17.1.2 The Procuring Entity shall indemnify and hold harmless the Contractor, the Contractor's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of (1) bodily injury, sickness, disease or death, which is attributable to any negligence, willful act or breach of the Contract by the Procuring Entity, the Procuring Entity's Personnel, or any of their respective agents, and (2) the matters for which liability may be excluded from insurance cover, as described in sub-paragraphs (d)(i), (ii) and (iii) of Sub-Clause 18.3 [Insurance Against Injury to Persons and Damage to Property], unless and to the extent that any such damage or loss is attributable to any negligence, willful actor breach of the Contract by the contractor, the contractor's Personnel, their respective agents, or anyone directly or indirectly employed by any of them.

17.2 Contractor's Care of the Works

17.2.1 The Contractor shall take full responsibility for the care of the Works and Goods from the Commencement Date until the Taking-Over Certificate is issued (or is deemed to be issued under Sub-Clause 10.1 [Taking Over of the Works and Sections]) for the Works, when responsibility for the care of the Works shall pass to the Procuring Entity. If a Taking-Over Certificate is issued (or is so deemed to be issued) for any Section or part of the Works, responsibility for the care of the Section or part shall then pass to the Procuring Entity.

17.2.2 After responsibility has accordingly passed to the Procuring Entity, the Contractor shall take responsibility for the care of any work which is outstanding on the date stated in a Taking-Over Certificate, until this outstanding work has been completed.

17.2.3 If any loss or damage happens to the Works, Goods or Contractor's Documents during the period when the Contractorisresponsiblefor their care, from any cause not listed in Sub-Clause 17.3 [Procuring Entity's Risks], the Contractor shall rectify the loss or damage at the Contractor's risk and cost, so that the Works, Goods and Contractor's Documents conform with the Contract.

17.2.4 The Contractor shall be liable for any loss or damage caused by any actions performed by the Contractor after a Taking-Over Certificate has been issued. The Contractor shall also be liable for any loss or damage which occurs after a Taking-Over Certificate has been issued and which arose from a previous event for which the Contractor was liable.

17.3 Procuring Entity's Risks

The risks referred to in Sub-Clause 17.4 [Consequences of Procuring Entity's Risks] below, in so far as they directly affect the execution of the Works in Kenya, are:

a) War hostilities (whether war be declared or not),
b) rebellion, riot, commotion or disorder, terrorism, sabotage by persons other than the Contractor's Personnel,
c) explosive materials, ionizing gradiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such explosives, radiation or radio-activity,
d) pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds,
e) use or occupation by the Procuring Entity of any part of the Permanent Works, except as may be specified in the Contract,
f) design of any part of the Works by the Procuring Entity's Personnel or by others for whom the Procuring Entity is responsible, and
g) any operation of the forces of nature which is Unforeseeable or against which an experienced contractor could not reasonably have been expected to have taken adequate preventive precautions.

17.4 Consequences of Procuring Entity's Risks

17.4.1 If and to the extent that any of the risks listed in Sub-Clause 17.3 above results in loss or damage to the Works, Goods or Contractor's Documents, the Contractor shall promptly give notice to the Architect and shall rectify this loss or damage to the extent required by the Engineer.

17.4.2 If the Contractor suffers delay and/ or incurs Cost from rectifying this loss or damage, the Contractor shall give a further notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

(a) An extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of TimeforCompletion], and
(b) paymentofany such Cost, which shall be included in the Contract Price. In the case of sub-

paragraphs (e)and
(g) of Sub-Clause 17.3 [Procuring Entity's Risks], Accrued Costs shall be payable.

17.4.3 After receiving this further notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

17.5 Intellectual and Industrial Property Rights

17.5.1 In this Sub-Clause, "infringement" shall refer to an infringement (or alleged infringement) of any patent, registered design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works; and "claim" shall refer to a claim (or proceedings pursuing a claim) alleging an infringement.

17.5.2 Whenever a Party does not give notice to the other Party of any claim within 30 days of receiving the claim, the first Party shall be deemed to have waived any right to indemnity under this Sub-Clause.

17.5.3 The Procuring Entity shall indemnify and hold the Contractor harmless against and from any claim alleging an infringement which is or was:

a) An un avoidable result of the Contractor's compliance with the Contract, or
b) A result of any Works be ingused by the Procuring Entity:
   i) for a purpose other than that indicated by, or reasonably to be inferred from, the Contract, or
   ii) in conjunction with anything not supplied by the Contractor, unless such use was disclosed to the Contractor prior to the Base Date or is stated in the Contract.

17.5.4 The Contractor shall indemnify and hold the Procuring Entity harmless again stand from any other claim which arises out of or in relation to (i) the manufacture, use, sale or import of any Goods, or (ii) any design for which the Contractor is responsible.

17.5.5 IfaPartyisentitledtobeindemnified under this Sub-Clause, the indemnifying Party may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it. The other Party shall, at the request and cost of the indemnifying Party, assist in contesting the claim. This other Party (and its Personnel) shall not make any admission which might be prejudicial to the indemnifying Party, unless the indemnifying Party failed to take over the conduct of any negotiations, litigation or arbitration upon being requested to do so by such other Party.

17.5.6 For operation and maintenance of any plan to requipment installed, the contractor shall grant a non-exclusive and non-transferable license to the Procuring Entity under the patent, utility models ,or other intellectual rights owned by the contractor or a third party from whom the contract or has received the rights to grant sub-licenses and shall also grant to the Procuring Entity a non-exclusive and non-transferable rights (without the rights to sub-license) to use the know how and other technical information disclosed to the contract or under the contract. Nothing contained here-in shall be construed as transferring ownership of any patent, utility model, trademark, design, copy right, know-how or other intellectual rights from the contractor or any other third party to the Procuring Entity.

17.6 Limitation of Liability

17.6.1 Neither Party shall be liable to the other Party for loss of use of anyWorks, loss of profit, loss of any contractor for any in director consequential loss or damage which may be suffered by the other Party in connection with the Contract, other than as specifically provided in Sub-Clause 8.7 [Delay Damages]; Sub-Clause 11.2 [Cost of Remedying Defects]; Sub-Clause 15.4 [Payment after Termination]; Sub-Clause 16.4 [Payment on Termination]; Sub-Clause 17.1 [Indemnities]; Sub-Clause 17.4(b) [Consequences of Procuring Entity's Risks] and Sub-Clause 17.5 [Intellectual and Industrial Property Rights].

17.6.2 The total liability of the Contractor to the Procuring Entity, under or in connection with the

Contract other than under Sub-Clause 4.19 [Electricity, Water and Gas], Sub-Clause 4.20 [Procuring Entity's Equipment and Free- Issue Materials], Sub-Clause 17.1 [Indemnities] and Sub-Clause 17.5 [Intellectual and Industrial Property Rights], shall not exceed the sum resulting from the application of a multiplier (less or greater than one) to the Accepted Contract Amount, as stated in **the Special Conditions of Contract**, or (if such multiplier or other sum is not so stated) the Accepted Contract Amount.

17.6.3 This Sub-Clause shall not limit liability in any case of fraud, deliberate default or reckless misconduct by the defaulting Party.

17.7 Use of Procuring Entity's Accommodation/Facilities

17.7.1 The Contractor shall take full responsibility for the care of the Procuring Entity provided accommodation and facilities, if any, as detailed in the Specification, from the respective dates of hand-over to the Contractor until cessation of occupation (where hand-over or cessation of occupation may take place after the date stated in the Taking-Over Certificate for the Works).

17.7.2 If any loss or damage happens to any of the above items while the Contractor is responsible for their care arising from any cause whatsoever other than those for which the Procuring Entity is liable, the Contractor shall, at his own cost, rectify the loss or damage to the satisfaction of the Engineer.

18. INSURANCE

18.1 General Requirements for Insurances

18.1.1 In this Clause, "insuring Party" means, for each type of insurance, the Party responsible for effecting and maintaining the insurance specified in the relevant Sub-Clause.

18.1.2 Wherever the Contractor is the insuring Party, each insurance shall be effected with insurers and in terms approved by the Procuring Entity. These terms shall be consistent with any terms agreed by both Parties before the date of the Letter of Acceptance. This agreement of terms shall take precedence over the provisions of this Clause.

18.1.3 Wherever the Procuring Entity is the insuring Party, each insurance shall be effected with insurers and in terms acceptable to the Contractor. These terms shall be consistent with any terms agreed by both Parties before the date of the Letter of Acceptance. This agreement of terms shall take precedence over the provisions of this Clause.

18.1.4 If a policy is required to indemnify joint insured, the cover shall apply separately to each insured as though a separate policy had been issued for each of the joint insured. If a policy indemnifies additional joint insured, namely in addition to the insured specified in this Clause, (i) the Contractor shall act under the policy on behalf of these additional joint insured except that the Procuring Entity shall act for Procuring Entity's Personnel, (ii) additional joint insured shall not be entitled to receive payments directly from the insurer or to have any other direct dealings with the insurer, and (iii) the insuring Party shall require all additional joint insured to comply with the conditions stipulated in the policy.

18.1.5 Each policy insuring against loss or damage shall provide for payments to be made in the currencies required to rectify the loss or damage. Payments received from insurers shall be used for the rectification of the loss or damage.

18.1.6 The relevant insuring Party shall, within the respective periods stated in **the Special Conditions of Contract** (calculated from the Commencement Date), submit to the other Party:

a) Evidence that the insurances described in this Clause have been affected, and

b) copies of the policies for the insurances described in Sub-Clause 18.2 [Insurance for Works and Contractor's Equipment] and Sub-Clause 18.3 [Insurance against Injury to Persons and Damage to Property].

18.1.7 When each premium is paid, the insuring Party shall submit evidence of payment to the other Party. Whenever evidence or policies are submitted, the insuring Party shall also give notice to the Engineer.

18.1.8 Each Party shall comply with the conditions stipulated in each of the insurance policies. The insuring Party shall keep the insurers informed of any relevant changes to the execution of the Works and ensure that insurance is maintained in accordance with this Clause.

18.1.9 Neither Party shall make any material alteration to the terms of any insurance without the prior approval of the other Party. If an insurer makes (or at tempts to make) any alteration, the Party first notified by the insurer shall promptly give notice to the other Party.

18.1.10 If the insuring Party fails to effect and keep in force any of the insurances it is required to effect and maintain under the Contractor fails to provide satisfactory evidence and copies of policies in accordance with this Sub- Clause, the other Party may (at its option and without prejudice to any other right or remedy) effect insurance for the relevant coverage and pay the premiums due. The insuring Party shall pay the amount of these premiums to the other Party, and the Contract Price shall be adjusted accordingly.

18.1.11 Nothing in this Clause limits the obligations, liabilities or responsibilities of the Contractor or the Procuring Entity, under the other terms of the Contractor otherwise. Any amounts not insured or not recovered from the insurers shall be borne by the Contractor and/or the Procuring Entity.

18.1.12 Procuring Entity in accordance with these obligations, liabilitieso r responsibilities. However, if the insuring Party fails to effect and keep in force an insurance which is available and which it is required to effect and maintain under the Contract, and the other Party neither approves the omission nor effects insurance for the coverage relevant to this default, any moneys which should have been recoverable under this insurance shall be paid by the insuring Party.

18.1.13 Payments by one Party to the other Party shall be subject to Sub-Clause 2.5 [Procuring Entity's Claims] or Sub- Clause 20.1 [Contractor's Claims], as applicable.

18.1.14 The Contractor shall be entitled to place all insurance relating to the Contract (including, but not limited to the insurance referred to Clause 18) with insurers from any eligible source country.

18.2 Insurance for Works and Contractor's Equipment

18.2.1 The insuring Party shall insure the Works, Plant, Material sand Contractor's Documents for not less than the full reinstatement cost including the costs of demolition, removal of debris and professional fees and profit. This insurance shall be effective from the date by which the evidence is to be submitted under sub-paragraph (a) of Sub-Clause 18.1 [General Requirements for Insurances], until the date of issue of the Taking-Over Certificate for the Works.

18.2.2 The insuring Party shall maintain this insurance to provide cover until the date of issue of the Performance Certificate, for loss or damage for which the Contractor is liable arising from a cause occurring prior to the issue of the Taking-Over Certificate, and for loss or damage caused by the Contractor in the course of any other operations (including those under Clause 11 [Defects Liability]).

18.2.3 The insuring Party shall insure the Contractor's Equipment for not less than the full replacement value, including delivery to Site. For each item of Contractor's Equipment, the insurance shall be effective while it is being transported to the Site and until it is no longer required as Contractor's Equipment.

18.2.4 Unless otherwise stated in the Special Conditions, insurances under this Sub-Clause:

a) Shal lbe effected and maintained by the Contractor as insuring Party,

b) shall be in the joint names of the Parties, who shall be jointly entitled to receive payments from the insurers, payments being held or allocated to the Party actually bearing the costs of rectifying the loss or damage,

c) shall cover all loss and damage from any cause not listed in Sub-Clause 17.3 [Procuring Entity's Risks],

d) shall also cover, to the extent specifically required in the tendering documents of the Contract, loss or damage to a part of the Works which is attributable to the use or occupation by the Procuring Entity of another part of the Works, and loss or damage from the risks listed in sub-paragraphs (c), (g) and (h)of Sub-Clause 17.3 [Procuring Entity's Risks], excluding (in each case) risks which are not insurable at commercially reasonable terms, with deductibles per occurrence of not more than the amount stated **in the Special Conditions** of Contract (if an amount is not so stated,t his sub-paragraph (d) shall not apply), and

e) may however exclude loss of, damage to, and reinstatement of:

i) a part of the Works which is in a defective condition due to a defect in its design, materials or workmanship (but cover shall include any other parts which are lost or damaged as a direct result of this defective condition and not as described in sub-paragraph (ii) below),

ii) apart of the Works which is lost or damaged inorder to reinstate any other part of the Works if this other part is in a defective condition due to a defect in its design, materials or workmanship,

iii) apart of the Works which has been taken over by the Procuring Entity, except to the extent that the Contractor is liable for the loss or damage, and

iv) Goods while they are not in Kenya, subject to Sub-Clause 14.5 [Plant and Materials intended for the Works].

18.2.5 If, more than one year after the Base Date, the cover described in sub-paragraph (d) above ceases to be available at commercially reasonable terms, the Contractor shall (as insuring Party) give notice to the Procuring Entity, with supporting particulars. The Procuring Entity shall then (i) be entitled subject to Sub-Clause 2.5 [Procuring Entity's Claims] to payment of an amount equivalent to such commercially reasonable terms asthe Contractor should have expected to have paid for such cover, and (ii) be deemed, unless he obtains the cover at commercially reasonable terms, to have approved the omission under Sub-Clause 18.1 [General Requirements for Insurances].

18.3 Insurance against Injury to Persons and Damage to Property

18.3.1 The insuring Party shall insure against each Party's liability for any loss, damage, death or bodily injury which may occur to any physical property (except things insured under Sub-Clause 18.2 [Insurance for Works and Contractor's Equipment]) or to any person (except persons insured under Sub-Clause 18.4 [Insurance for Contractor's Personnel]), which may arise out of the Contractor's performance of the Contract and occurring before the issue of the Performance Certificate.

18.3.2 This insurance shall be for a limit per occurrence of not less than the amount stated in **the Special Conditions of Contract**, with no limit on the number of occurrences. If an amount is not stated in the **Special Conditions of Contract**, this Sub-Clause shall not apply.

18.3.3 Unless otherwise stated in the Special Conditions, the insurances specified in this Sub-Clause:

a) Shall be effected and maintained by the Contractor as insuring Party,
b) shall be in the joint names of the Parties,
c) shall be extended to cover liability for all loss and damage to the Procuring Entity's property (except things insured under Sub-Clause 18.2) arising out of the Contractor's performance of the Contract, and
d) may however exclude liability to the extent that it arises from:
   i) the Procuring Entity's right to have the Permanent Works executed on, over, under, in or
   ii) through any land, and to occupy this land for the Permanent Works,
   iii) damage which is an unavoidable result of the Contractor's obligations to execute the
   iv) Works and remedy any defects, and
   v) a cause listed in Sub-Clause 17.3 [Procuring Entity's Risks], except to the extent that cover is available at commercially reasonable terms.

18.4 Insurance for Contractor's Personnel

18.4.1 The Contractor shall effect and maintain insurance against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel.

18.4.2 The insurance shall cover the Procuring Entity and the Architect against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractoror any otherof the Contractor's Personnel, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Procuring Entity or of the Procuring Entity's Personnel.

18.4.3 The insurance shall be maintained in full force and effect during the whole time that these personnel are assisting in the execution of the Works. For a Subcontractor's employees, the insurance may be effected by the Subcontractor, but the Contractor shall be responsible for compliance with this Clause.

19. FORCE MAJEURE

19.1 Definition of Force Majeure

19.1.1 In this Clause, "Force Majeure" means an exceptional event or circumstance:
a) Which is beyond a Party's control,
b) Which such Party could not reasonably have provided against before entering into the Contract,
c) which, having arisen, such Party could not reasonably have avoided or over come, and
d) which is not substantially attributable to the other Party.

19.1.2 Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, s olong as conditions (a) to (d) above are satisfied:
a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,
b) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war,
c) riot, commotion, disorder, strike or lock out by persons other than the Contractor's Personnel,
d) munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as maybeattributabletotheContractor'suseofsuchmunitions, explosives, radiation or radio-activity, and
e) natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.

19.2 Notice of Force Majeure

19.2.1 If a Party is or will be prevented from performing its substantial obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 14 days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure.

19.2.2 The Party shall, having given notice, be excused performance of its obligations for so long as such Force Majeure prevents it from performing them.

19.2.3 Not withstanding any other provision of this Clause, Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract.

19.3 Duty to Minimize Delay

Each Party shall at all times use all reasonable endeavors to minimize any delay in the performance of the Contract as a result of Force Majeure. A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.

19.4 Consequences of Force Majeure

19.4.1 If the Contractor is prevented from performing his substantial obligations under the Contract by Force Majeure of which notice has been given under Sub-Clause 19.2 [Notice of Force Majeure], and suffers delay and/ or incurs Cost by reason of such Force Majeure, the Contractor shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and

b) if the event or circumstance is of the kind described in sub-paragraphs (i) to (iv) of Sub-Clause 19.1 [Definition of Force Majeure] and, in sub-paragraphs (ii) to (iv), occurs in Kenya, payment of any such Cost, including the costs of rectifying or replacing the Works and/or Goods damaged or destroyed by Force Majeure, to the extent they are not indemnified through the insurance policy referred to in Sub- Clause18.2 [Insurance for Works and Contractor's Equipment].

19.4.2 After receiving this notice, the Architect shall proceed in a ccordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

19.5 Force Majeure Affecting Subcontractor

If any Subcontractor is entitled under any contract or agreement relating to the Works to relief from force majeure on terms additional to or broader than those specified in this Clause, such additional or broader force majeure events or circumstances shall not excuse the Contractor's non-performance or entitle him to relief under this Clause.

19.6 Optional Termination, Payment and Release

19.6.1 If the execution of substantially all the Works in progress is prevented for a continuous period of 84 days by reason of Force Majeure of which notice has been given under Sub-Clause 19.2 [Notice of Force Majeure], or for multiple periods which total more than 140 days due to the same notified Force Majeure, then either Party may give to the other Party a notice of termination of the Contract. In this event, the termination shall take effect 7 days after the notice is given, and the Contractor shall proceed in accordance with Sub-Clause 16.3 [Cessation of Work and Removal of Contractor's Equipment].

19.6.2 Upon such termination, the Architect shall determine the value of the work done and issue a Payment Certificate which shall include:

a) theamountspayableforanyworkcarriedoutforwhichapriceisstatedintheContract;

b) the Cost of Plant and Materials ordered for the Works which have been delivered to

the Contractor, or of which the Contractor is liable to accept delivery: this Plant and Materials shall become the property of (and be at the risk of) the Procuring Entity when paid for by the Procuring Entity, and the Contractor shall place the same at the Procuring Entity'sdisposal;

c) other Cost or liabilities which in the circumstances were reasonably and necessarily incurred by the Contractor in the expectation of completing the Works;

d) the Cost of removal of Temporary Works and Contractor's Equipment from the Site and the return of these items to the Contractor's works in his country (or to any other destination at no greater cost); and

e) the Cost of repatriation of the Contractor's staff and lab or employed wholly in connection with the Works at the date of termination.

19.7 Release from Performance

Not withstanding any other provision of this Clause, if any event or circumstance outside the control of the Parties (including, but not limited to, Force Majeure) arises which makes it impossible or unlawful for either or both Parties to fulfil its or their contractual obligations or which, under the law governing the Contract, entitles the Parties to be released from further performance of the Contract, then upon notice by either Party to the other Partyofsucheventorcircumstance:

a) The Parties shall be discharged from further performance, without prejudice to the rights of either Party in respect of any previous breach of the Contract, and

b) The sum payable by the Procuring Entity to the Contractor shall be the same as would have been payable under Sub-Clause 19.6 [Optional Termination, Payment and Release] if the Contract had been terminated under Sub-Clause 19.6.

20. SETTLEMENTOFCLAIMSANDDISPUTES

20.1 Contractor'sClaims

20.1.1 If the Contractor considers itself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the ContractorshallgiveNoticetotheEngineer,describingtheeventorcircumstancegivingrisetothecl aim.The notice shall be given as soon as practicable, and not later than 30 days after the Contractor became aware,or shouldhavebecomeaware, of the eventorcircumstance.

20.1.2 IftheContractorfailstogivenoticeofaclaimwithinsuchperiodof30days,theTimeforCompletions hallnot be extended, the Contractor shall not be entitled to additional payment, and the Procuring Entity shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub-Clauseshallapply.

20.1.3 The Contractor shall also submit any other notices which are required by the Contract, and supporting particularsfortheclaim,allasrelevanttosucheventorcircumstance.

20.1.4 TheContractorshallkeepsuchcontemporaryrecordsasmaybenecessarytosubstantiateanyclaim, eitheron theSiteoratanotherlocationacceptabletotheEngineer.WithoutadmittingtheProcuringEntity'sli ability,the Architectmay,afterreceivinganynoticeunderthisSub-Clause,monitortherecord-keepingand/orinstructthe Contractortokeepfurthercontemporaryrecords.TheContractorshallpermittheArchitecttoinsp ectallthese recordsandshall(ifinstructed)submitcopiestotheEngineer.

20.1.5 Within42daysaftertheContractorbecameaware(orshouldhavebecomeaware) of the eventorcircumstance givingrisetotheclaim,orwithinsuchotherperiodasmaybeproposedbytheContractorandapprov edbythe Engineer, the Contractor shall send to the Architect fully detailed claim which includes full supporting particularsofthebasisoftheclaimandoftheextensionoftimeand/oradditionalpaymentclaimed.I ftheevent orcircumstancegivingrisetotheclaimhasacontinuingeffect:

a) Thisfullydetailedclaimshallbeconsideredasinterim;
b) TheContractorshallsendfurtherinterimclaimsatmonthlyintervals,givingtheaccumulatedd elayand/or amountclaimed,andsuchfurtherparticularsastheArchitectmayreasonablyrequire;and
c) TheContractorshallsendafinalclaimwithin30daysaftertheendoftheeffectsresultingfromth eeventor circumstance, or within such other period as may be proposed by the Contractor and approved by the Engineer.

20.1.6 Within 42 days after receiving a Notice of a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Architect and approved by the Contractor, the Architect shall respond with approval, or with disapproval and detailed comments. He may also request anynecessary further particulars but shall nevertheless give his response on the principles of the claim within the above definedtimeperiod.

20.1.7 Within the above defined period of 42 days, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations]toagreeordetermine(i)theextension(ifany) of the TimeforCompletion(beforeorafterits expiry) in accordance with Sub-Clause 8.4 [Extension of Time for Completion], and/or (ii) the additional payment(ifany)towhichtheContractorisentitledundertheContract.

20.1.8 Each Payment Certificate shall include such additional payment for any claim as has been

reasonably substantiatedasdueundertherelevantprovisionoftheContract.Unlessanduntiltheparticularssupplied are sufficienttosubstantiatethewholeoftheclaim,theContractorshallonlybeentitledtopaymentforsuchpartof theclaimashehasbeenabletosubstantiate.

20.1.9 IftheArchitectdoesnotrespondwithinthetimeframedefinedinthisClause,eitherPartymayconsiderthatthe claim is rejected by the Architect and any of the Parties may refer the dispute for amicable settlement in accordancewithClause20.3.

20.1.10 The requirements of this Sub-Clause are in addition to those of any other Sub-Clause which may apply to a claim.IftheContractorfailstocomplywiththisoranotherSub-Clauseinrelationtoanyclaim,anyextension oftimeand/oradditionalpaymentshalltakeaccountoftheextent(ifany)towhichthefailurehaspreventedor prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph ofthis Sub-Clause20.3.

20.2 Procuring Entity's Claims

20.2.1 If the Procuring Entity considers itself to be entitled to any payment under any Clause of these Conditionsor otherwise in connection with the Contract, and/or to any extension of the Defects Notification Period, the Procuring Entity or the Architect shall give notice and particulars to the Contractor. However, notice is not required for payments due under Sub-Clause 4.19 [Electricity, Water and Gas], under Sub-Clause 4.20 [Procuring Entity's Equipment and Free-Issue Materials], or for other services requested by the Contractor.

20.2.2 The notice shall be given as soon as practicable and no longer than 30 days afterthe Procuring Entity became aware, or should have become aware, of the event or circumstances giving rise to the claim. A notice relating to any extension of the Defects Notification Period shall be given before the expiry of such period.

20.2.3 The particulars shall specify the Clause or other basis of the claim and shall include substantiation of the amount and/or extension to which the Procuring Entity considers itself to be entitled in connection with the Contract. The Architect shall then proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) the amount (if any) which the Procuring Entity is entitled to be paid by the Contractor, and/ or (ii) the extension (if any) of the Defects Notification Period in accordance with Sub-Clause 11.3 [Extension of Defects Notification Period].

20.2.4 This amount may be included as a deduction in the Contract Price and Payment Certificates. The Procuring Entity shall only be entitled to set off against or make any deduction from an amount certified in a Payment Certificate, or to otherwise claim against the Contractor, in accordance with this Sub-Clause.

20.3 Amicable Settlement

Where a notice of a claim has been given, both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, the Party giving a notice of a claim in accordance with Sub-Clause 20.1 above should move to commence arbitrationafter 60 days from the day on which a notice of a claim was given, even if no attempt at an amicable settlement has been made.

20.4 Matters that may be referred to arbitration

Notwithstanding anything stated herein the following matters may be referred to arbitration before the practical completion of the Works or abandonment of the Works or termination of the Contract by either party:

a) Whether or not the issue of an instruction by the Architect is empowered by these Conditions.
b) Whether or not a certificate has been improperly withheld or is not in accordance with these Conditions.
c) Any dispute arising in respect risks arising from matters referred to in Clause 17.3 and Clause 19.
e) All other matters shall only be referred to arbitration after the completion or alleged completion of the Works or termination or alleged termination of the Contract, unless the Procuring Entity and the Contractor agree otherwise in writing.

20.5 Arbitration

20.5.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 20.3 shall be finally settled by arbitration.

20.5.2 No arbitration proceedings shall be commenced on any claim or dispute where notice of a claim or dispute has not been given by the applying party within ninety days of the occurrence or discovery of the matter or issue giving rise to the dispute.

20.5.3 Not withstanding the issue of a notice as stated above, the arbitration of such a claim or dispute shall not commence unless an attempt has in the first instance been made by the parties to settle such claim or dispute amicably with or without the assistance of third parties. Proof of such attempt shall be required.

20.5.4 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, tests or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and a ward any sums which ought to have been the subject of or included in any certificate.

20.5.5 The Arbitrator shall, without prejudice to the generality of his powers, have powers to open up, review and revise any certificate, opinion, decision, requirement or notice and to determine all matters in dispute which shallbesubmittedtohiminthesamemannerasifnosuchcertificate,opinion,decisionrequirementornotice had been given.

20.5.6 Thearbitratorsshallhavefullpowertoopenup,reviewandreviseanycertificate,determination,instruction, opinion or valuation of the Engineer, relevant to the dispute. Nothing shall disqualify representatives of the PartiesandtheArchitectfrombeingcalledasawitnessandgivingevidencebeforethearbitratorsonanymatter whatsoeverrelevanttothedispute.

20.5.7 Neither Party shall be limited in the proceedings before the arbitrators to the evidence, or to the reasons for dissatisfactiongiveninitsNoticeofDissatisfaction.

20.5.7 ArbitrationmaybecommencedpriortooraftercompletionoftheWorks.TheobligationsofthePar ties,andthe ArchitectshallnotbealteredbyreasonofanyarbitrationbeingconductedduringtheprogressoftheWorks.

20.5.8 ThetermsoftheremunerationofeachoralltherembersofArbitrationshallbemutuallyagreedupo nbythe Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

20.6 ArbitrationwithNationalContractors

20.6.1 IftheContractiswithnationalcontractors,arbitrationproceedingswillbeconductedinaccordanc ewiththe

ArbitrationLawsofKenya.Incaseofanyclaimordispute,suchclaimordisputeshallbenotifiedinwriting by either party to the other with a request to submit it to arbitration and to concur in the appointment of an Arbitratorwithinthirtydaysofthenotice.Thedisputeshallbereferredtothearbitrationandfinaldecisionofa persontobeagreedbetweentheparties.Failingagreementtoconcurintheappointmentofan Arbitrator,the Arbitratorshallbeappointed, on the requestoftheapplyingparty,bytheChairmanorViceChairmanofanyof thefollowingprofessionalinstitutions;

i) ArchitecturalAssociationofKenya
ii) InstituteofQuantitySurveyorsofKenya
iii) AssociationofConsultingEngineersofKenya
iv) CharteredInstituteofArbitrators(KenyaBranch)
v) InstitutionofEngineersofKenya

20.6.2 Theinstitutionwrittentofirstbytheaggrievedpartyshalltakeprecedenceoverallotherinstitutions.

20.7 ArbitrationwithForeignContractors

20.7.1 Arbitrationwithforeigncontractorsshallbeconductedinaccordancewiththearbitrationrulesofthe United Nations Commission on International Trade Law (UNCITRAL); or with proceedings administered by the InternationalChamberofCommerce(ICC)andconductedundertheICCRulesofArbitration;byoneormore arbitratorsappointedinaccordancewithsaidarbitrationrules.

20.7.2 Theplaceofarbitrationshallbealocationspecifiedinthe**SCC;**and the arbitrationshallbeconductedinthe languageforcommunicationsdefinedinSub-Clause1.4[LawandLanguage].

20.8 AlternativeArbitrationProceedings

Alternatively,thePartiesmayreferthemattertotheNairobiCentreforInternationalArbitration(NCIA)which offersaneutralvenuefortheconductofnationalandinternationalarbitrationwithcommitmentto providing institutionalsupporttothearbitralprocess.

20.9 FailuretoComplywithArbitrator'sDecision

20.9.1 TheawardofsuchArbitratorshallbefinalandbindinguponthepartie s.

20.9.2 In the eventthataPartyfailstocomplywithafinalandbindingArbitrator'sdecision,thentheotherPartymay, withoutprejudicetoanyotherrightsitmayhave,referthemattertoacompetentcourtoflaw.

20.10 Contract operations to continue

Notwithstanding any reference to arbitration herein,

1.1.1 the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

1.1.2 the Procuring Entity shall pay the Contractor any monies due the Contractor.

Section IX - Special Conditions of Contract

ThefollowingSpecialConditionsshallsupplementtheGCC.Wheneverthereisaconflict,theprovisionsherein shall prevailoverthoseintheGCC.

Conditions	Sub-Clause	Data
Part A - Contract Data		
Procuring Entity's name and address	Heading	PRINCIPAL SECRETARY- STATE DEPARTMENT FOR INVESTMENTS PROMOTION P.O BOX 30057-00100NAIROBI.
Name and Reference No. of the Contract	Heading and 1.1	*PROPOSED PARTITIONING OF 14TH FLOOR NSSF BUILDING FOR STATE DEPARTMENT FOR INVESTMENTS PROMOTION – NAIROBI COUNTY W.P. ITEM NO. D1174 NB/NB 2301 JOB NO. 11293A*
Engineers Name and address	Heading and 3.1.1	The Project Manager is: Works Secretary, State Department for Public Works, P.O.BOX 30743-00100 NAIROBI.
Contractor's Representative's name	4.3.1	*[insert the name of the Contractor's Representative agreed by the Procuring Entity prior to Contract signature]*
Key Personnel names	16.9.1	*[insert the name of each Key Personnel agreed by the Procuring Entity prior to Contract signature]*
Time for Completion	1.1.	**16 Weeks** after commencement
Defects Notification Period	1.1	Immediately
Sections	1.1	*If Sections are to be used, refer to Table: Summary of Sections below*
Electronic transmission systems	1.3	N/A
Time for the Parties entering into a Contract Agreement	1.6	Within 30days
Commencement Date	8.1.1	The Site Possession Date Shall be as agreed with the Project Manager
Time for access to the Site	2.1.1	No later than the Commencement Date, and not later than _____14_____days after Commencement Date
Architect Duties and Authority	3.1.6 (b) (ii)	Variations resulting in an increase of the Accepted Contract Amount shall require approval of the Procuring Entity.
Performance Security	4.2.1	The performance security will be in the form of a performance bond in the amount(s) of 5% (percent) of the accepted contract amount and in the same currency (ies) of the accepted contract amount
Normal working hours	6.5	Normal working hours shall be 8:00 a.m. to 5:00 p.m. on weekdays, including lunch break from 1.00 2.00 p.m. and 8:00 a.m. to 1:00 pm on Saturdays, with Sun

Conditions	Sub-Clause	Data
		being set aside as a day of rest.
Delay damages for the Works	8.7 & 14.15(b)	**0.05%** of the Contract Sum per week
Maximum amount of delay damages	8.7.1	**5%**of the final Contract Price.
Provisional Sums	13.6. (b)(ii)	*[If there are Provisional Sums, insert a percentage for adjustment of Provisional Sums]* _____%
Adjustments for Changes in Cost	13.9	Period "n" applicable to the adjustment multiplier "Pn": _____N/A_____ *[Insert the period if different from one (1) month; if period "n" is one (1) month, insert "not applicable"]*
Total advance payment	14.2.1	Shall not be granted
Repayment amortization rate of advance payment	14.2.5 (b)	___N/A____%
Percentage of Retention	14.3.2 (c)	____10___%
Limit of Retention Money	14.3.2 (c)	___5____% of the Accepted Contract Amount
Plant and Materials	14.5.3(b)(i)	If Sub-Clause 14.5 applies: Plant and Materials for payment when delivered to the Site
	14.5.3(c)(i)	Plant and Materials for payment when delivered to the Site
Minimum Amount of Interim Payment Certificates	14.6.2	as per workdone and material on site.
Publishing source of commercial interest rates for financial charges in case of delayed payment	14.8	Annual rate of three percentage points above the mean lending rate of the Central Bank in Kenya of the currency of payment
Maximum total liability of the Contractor to the Procuring Entity	17.6.2	*As per the policy*
Periods for submission of insurance: a. evidence of insurance. b. relevant policies	18.1.6	*[Insert period for submission of evidence of insurance and policy.Period may be from 14 days to 30days.]* ___14__days ___14__days
Maximum number of deductibles for insurance of the Procuring Entity's risks	18.2.4 (d)	*As per the policy*
Minimum amount of third-party insurance	18.3.2	*As per the policy*
The place of arbitration	20.7.2	*Nairobi, Kenya*

SECTION X - CONTRACT FORMS

FORM No. 1 - NOTIFICATION OF INTENTION TO AWARD

FORM NO. 2 – REQUEST FOR REVIEW

FORM No. 3-LETTEROF AWARD

FORM No. 4 - CONTRACT AGREEMENT

FORM No. 5 - PERFORMANCE SECURITY [Option 1 - Unconditional Demand Bank Guarantee]

FORM No. 6- PERFORMANCE SECURITY [Option 2– Performance Bond] FORM No. 7 - ADVANCE PAYMENT SECURITY

FORM No. 8 - RETENTION MONEY SECURITY

FORM No 1: NOTIFICATION OF INTENTION TOAWARD OF CONTRACT

This Notification of Award shall be sent to each Tenderer that submitted a Tender and was not successful. Send this Notification to the Tenderer's Authorized Representative named in the Tender Information Form on the format below.

FORMAT

1. For the attention of Tenderer'sAuthorizedRepresentative
   - *i)* Name: *[insert Authorized Representative'sname]*
   - *ii)* Address: *[insert Authorized Representative'sAddress]*
   - *iii)* Telephone: *[insert Authorized Representative's telephone/faxnumbers]*
   - *iv)* Email Address: *[insert Authorized Representative's emailaddress]*

   [IMPORTANT: insert the date that this Notification is transmitted to Tenderers. The Notification must be sent to all Tenderers simultaneously. This means on the same date and as close to the same time as possible.]

2. Date of transmission: [*email*] on [*date*] (localtime)

   This Notification is sent by (*Name anddesignation*) _____

3. NotificationofAward
   - *i)* Procuring Entity: *[insert the name of the ProcuringEntity]*
   - *ii)* Project: *[insert name ofproject]*
   - *iii)* Contract title: *[insert the name of thecontract]*
   - *iv)* ITT No: *[insert ITT reference number from ProcurementPlan]*

   This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period, you may:

4. Request a debriefing in relation to the evaluation of your tender by submitting a Procurement-related Complaint in relation to the decision to award the contracts.

   a) The successful tenderers

   i) Name of successful Tender_____

   ii) Address of the successfulTender _____

   _____

   iii) Contract price of the successful Tender Kenya Shillings _____

   (inwords_____)

   b) The reasons for your tender being unsuccessful are as follows:

   c) OtherTenderers

NamesofallTendersthatsubmittedaTender.IftheTender'spricewasevaluatedincludetheevaluatedpriceas wellastheTenderpriceasreadout.

SNo	Name of Tender	Tender Price as read out	Tender's evaluated price (Note a)	One Reason Why Not Evaluated
1				
2				
3				
4				
5				

(Note a) State NE if not evaluated

5. Howtorequestadebriefing

a) DEADLINE:Thedeadlinetorequestadebriefingexpiresatmidnighton[*insertdate*](*localtime*).

b) Youmayrequestadebriefinginrelationtotheresultsoftheevaluationofyour Tender.Ifyoudecidet orequest adebriefingyourwrittenrequestmustbemadewithinthree(5)BusinessDaysofreceiptofthisNoti fication ofIntentiontoAward.

c) Providethecontractname,referencenumber,nameoftheTenderer,contactdetails;andaddresst herequest fordebriefingasfollows:

i) Attention:[*insertfullnameofperson,ifapplicable*]

ii) Title/position:[*inserttitle/position*]

iii) Agency:[*insertnameofProcuringEntity*]

iv) Emailaddress:[*insertemailaddress*]

d) Ifyourrequestforadebriefingisreceivedwithinthe3Daysdeadline,wewillprovidethedebriefing within five(3)BusinessDaysofreceiptofyourrequest.Ifweareunabletoprovidethedebriefingwithinthis period, the Standstill Period shall be extended by five (3) Days after the date that the debriefing is provided. If this happens,wewillnotifyyouandconfirmthedatethattheextendedStandstillPeriodwillend.

e) Thedebriefingmaybeinwriting,byphone,videoconferencecallorinperson.Weshallpromptlya dviseyou inwritinghowthedebriefingwilltakeplaceandconfirmthedateandtime.

f) If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Days from the date of publicationoftheContractAwardNotice.

6. Howtomakeacomplaint

a) Period: Procurement-related Complaint challenging the decision to award shall be submitted bymidnight, [*insertdate*](localtime).

b) Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-relatedComplaintasfollows:

i) Attention:[*insertfullnameofperson,ifapplicable*]

ii) Title/position:[*inserttitle/position*]

iii) Agency:[*insertnameofProcuringEntity*]

iv) Emailaddress:[*insertemailaddress*]

c) Atthispointintheprocurementprocess,youmaysubmitaProcurement-relatedComplaintchallengingthe decisiontoawardthecontract.Youdonotneedtohaverequested,orreceived,adebriefingbefore makingthis complaint. Your complaint must be submitted within the Standstill Period and received by us before the StandstillPeriodends.

d) Further information: For more information refer to the Public Procurement and Disposals Act 2015 and its RegulationsavailablefromtheWebsitewww.ppra.go.ke.

You should read these documents before preparing and submitting your complaint.

e) There are four essential requirements:
   i) You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tendering process and is the recipient of a Notification of Intention to Award.
   ii) The complaint can only challenge the decision to award the contract.
   iii) You must submit the complaint within the period stated above.
   iv) You must include, in your complaint, all of the information required to support your complaint.

7. Standstill Period

i) DEADLINE: The Standstill Period is due to end at midnight on [*insert date*] (local time).
ii) The Standstill Period lasts ten (14) Days after the date of transmission of this Notification of Intention to Award.
iii) The Standstill Period may be extended as stated in paragraph Section 5(d) above.

If you have any questions regarding this Notification please do not hesitate to contact us. On behalf of the Procuring Entity:

Signature: _____

Name: _____

Title/position: _____

_____

Telephone: _____

FORM NO. 2- REQUEST FOR REVIEW

FORM FOR REVIEW(r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO……OF……20……..

BETWEEN

……..…….APPLICANT

AND

……RESPONDENT (Procuring Entity)

Request for review of the decision of the…… (Name of the Procuring Entity of ……dated the…day of ……20…….in the matter of Tender No……..…of ……..20….. for ..... (Tender description).

REQUEST FOR REVIEW

I/We……,the above named Applicant(s), of address: Physical address…….P. O. Box No…… Tel. No……..Email ……, hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely:

1.

2.

By this memorandum, the Applicant requests the Board for an order/orders that:

1.

2.

SIGNED ……(Applicant) Dated on…….day of ……/…20……

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on……day of ……...20……

SIGNED

Board Secretary

FORM NO 3: LETTER OF AWARD

letterhead paper of the Procuring Entity]

[date]

To: *[name and address of the Contractor]*

ThisistonotifyyouthatyourTenderdated*[date]*forexecutionofthe*[nameoftheContractandidentificationnumber, asgivenintheContractData]*for the AcceptedContractAmount*[amountinnumbersandwords][nameofcurrency]*, ascorrectedandmodifiedinaccordancewiththeInstructionstoTenderers,isherebyacceptedby…… ……*(name ofProcuringEntity)*.

You arerequestedtofurnishthePerformanceSecuritywithininaccordancewiththeConditionsofContract,using,for that purpose, one of the Performance Security Forms included in Section VIII, Contract Forms, of the Tender Document.

Authorized Signature: .....

Name and Title of Signatory: .....

Name of Procuring Entity: .....

Attachment: *Contract Agreement:* .....

FORM NO 4: CONTRACTAGREEMENT

THIS AGREEMENT made the day of…… 20……,
between…….
……...of…… (hereinafter "the Procuring
Entity"), of the onepart,and_____of
_____(hereinafter
"theContractor"),oftheotherpart:

WHEREAS the Procuring Entity desires that the Worksknownas_____should be executed by the Contractor, and has accepted a Tender by the Contractor for the execution and completion of these Worksandtheremedyingofanydefectstherein,

The Procuring Entity and the Contractor agree as follows:

1. InthisAgreementwordsandexpressionsshallhavethesamemeaningsasarerespectivelyassignedtoth eminthe Contractdocumentsreferredto.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This AgreementshallprevailoverallotherContractdocuments.

   a) theNotificationofAward
   b) theFormofTender
   c) theaddendaNos_____(ifany)
   d) theSpecialConditionsofContract
   e) theGeneralConditionsofContract;
   f) theSpecifications
   g) theDrawings;and
   h) thecompletedSchedulesandanyotherdocumentsformingpartofthecontract.

3. In consideration of the payments to be made by the Procuring Entity to the Contractor as specified in this Agreement,theContractorherebycovenantswiththeProcuringEntitytoexecutetheWorksandtore medydefects thereininconformityinallrespectswiththeprovisionsoftheContract.

4. TheProcuringEntityherebycovenantstopaytheContractorinconsiderationoftheexecutionandco mpletionof theWorksandtheremedyingofdefectstherein,theContractPriceorsuchothersumasmaybecomepay ableunder theprovisionsoftheContractatthetimesandinthemannerprescribedbytheContract.

   INWITNESSwhereofthepartiesheretohavecausedthisAgreementtobeexecutedinaccordancewith theLaws ofKenyaontheday,monthandyearspecifiedabove.

   Signedandsealedby_____(fortheProcuringEntity)

   Signedandsealedby_____(for the Contractor).

FORM NO. 5 - PERFORMANCE SECURITY

[Option 1 - Unconditional Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary: *[insertnameandAddressofProcuringEntity]*

Date: _____*[Insertdateofissue]*

Guarantor: *[Insertnameandaddressofplaceofissue,unlessindicatedintheletterhead]*

1. Wehavebeeninformedthat_____(hereinafter called "the Contractor")hasenteredintoContractNo._____dated__ _____with(*nameof ProcuringEntity*) _____(theProcuringEntityastheBeneficiary), for the executionof _____(hereinaftercalled"theContract").
2. Furthermore,weunderstandthat, according to theconditionsoftheContract,aperformanceguaranteeisrequired.
3. AttherequestoftheContractor,weasGuarantor,herebyirrevocablyundertaketopaytheBeneficiary anysumor sums not exceeding in total anamountof_____(*in words*),[1] such sum being payable in the types and proportionsofcurrenciesinwhichtheContractPriceispayable,uponreceiptbyusoftheBeneficiary'scomplying demandsupportedbytheBeneficiary'sstatement,whetherinthedemanditselforinaseparatesignedd ocument accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.
4. Thisguaranteeshallexpire,nolaterthanthe……..Dayof……,2……[2],andanydemandforpaymentunderit mustbereceivedbyusattheofficeindicatedaboveonorbeforethatdate.
5. TheGuarantoragreestoaone-timeextensionofthisguaranteeforaperiodnottoexceed*[sixmonths][oneyear]*, inresponsetotheBeneficiary'swrittenrequestforsuchextension,suchrequesttobepresentedtotheGuarantor beforetheexpiryoftheguarantee."……

[Name of Authorized Official, signature(s) and seals/stamps]

Note: *All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.*

[1] *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency of the Contract or a freely convertible currency acceptable to the Beneficiary.*

[2] *Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Procuring Entity should note that in the event of an extension of this date for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.*

FORMNo.6-PERFORMANCESECURITY

[Option 2– Performance Bond]

*[**Note:** ProcuringEntitiesareadvisedtousePerformanceSecurity– UnconditionalDemandBankGuaranteeinstead ofPerformanceBondduetodifficultiesinvolvedincallingBondholdertoaction]*
[Guarantor letterhead or SWIFT identifier code]

Beneficiary:

*[insertnameandAddressof*ProcuringEntity*]*

Date: _____*[Insert date of issue]*

PERFORMANCE BONDNo.:_____

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. By this Bond_____ as Principal (hereinafter called "the Contractor") and_____] as Surety (hereinafter called "theSurety"),areheldandfirmlyboundunto_____] as Obligee (hereinafter called "the ProcuringEntity") in the amountof _____forthepaymentofwhichsumwellandtrulytobemadeinthe types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

2. WHEREAStheContractorhasenteredintoawrittenAgreementwiththeProcuringEntitydatedthe _____day of____,20_____,for_____in accordance with the documents, plans, specifications,andamendmentsthereto,whichtotheextentherein providedfor,arebyreferencemadeparthereof andarehereinafterreferredtoastheContract.

3. NOW,THEREFORE,theConditionofthisObligationissuchthat,iftheContractorshallpromptlyandfaithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise,itshallremaininfullforceandeffect.WhenevertheContractorshallbe,anddeclaredbytheProcuring Entitytobe,indefaultundertheContract,theProcuringEntityhavingperformedtheProcuringEntity's obligations thereunder,theSuretymaypromptlyremedythedefault,orshallpromptly:
   a) CompletetheContractinaccordancewithitstermsandconditions;or
   b) ObtainatenderortendersfromqualifiedtenderersforsubmissiontotheprocuringEntityforcompletingthe Contractinaccordancewithitstermsandconditions,anduponderterminationbytheProcuringEntityandthe SuretyofthelowestresponsiveTenderers,arrangeforaContractbetweensuchTenderer,andProcuringEntity andmakeavailableasworkprogresses(eventhoughthereshouldbeadefaultorasuccessionofdefaultsunder the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completionlesstheBalanceoftheContractPrice;butnotexceeding,includingothercostsanddamagesfor which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "BalanceoftheContractPrice,"asusedinthisparagraph,shallmeanthetotalamountpayablebyProcuring EntitytoContractorundertheContract,lesstheamountproperlypaidbyProcuringEntitytoContractor;or

c) PaytheProcuringEntitytheamountrequiredbyProcuringEntitytocompletetheContractinaccordancewith itstermsandconditionsuptoatotalnotexceedingtheamountofthisBond.

4. TheSuretyshallnotbeliableforagreatersumthanthespecifiedpenaltyofthisBond.
5. Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-OverCertificate.Norightofactionshallaccrueonthisbondtoorfortheuseofanypersonorcorporation otherthantheProcuringEntitynamedhereinortheheirs,executors,administrators,successors,andassignsofthe ProcuringEntity.
6. Intestimonywhereof,theContractorhashereuntosethishandandaffixedhisseal, and the Suretyhascausedthese presentstobesealedwithhiscorporatesealdulyattestedbythesignatureofhislegalrepresentative,this day_____of_____20_____.

SIGNED ON_____on behalf of_____

By_____in the capacity of_____

Inthepresenceof_____

SIGNED ON_____on behalf of_____

By_____in the capacity of_____

Inthepresence of_____

FORM NO. 7 - ADVANCE PAYMENT SECURITY

[Demand Bank Guarantee]
[Guarantor letterhead]
Beneficiary:_____*[Insert name and Address of*

ProcuringEntity*]* **Date:**_____*[Insert date of issue]*

ADVANCE PAYMENTGUARANTEE No.: *[Insert guarantee referencenumber]*
Guarantor: [*Insert name and address of place of issue, unless indicated in the letterhead]*

1. We have beeninformedthat_____(hereinafter called "the Contractor") has entered into Contract No.____*dated*_____with the Beneficiary, for theexecutionof_____ (hereinaftercalled"theContract").
2. Furthermore,weunderstandthat, according to theconditionsoftheContract,anadvancepaymentinthesum _____(*inwords* _____)istobemadeagainstanadvancepaymentguarantee.

3. AttherequestoftheContractor,weasGuarantor,herebyirrevocablyundertaketopaytheBeneficiarya nysumor sumsnotexceedingintotalanamountof_____(*inwords*_____)[1] upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:
   a) HasusedtheadvancepaymentforpurposesotherthanthecostsofmobilizationinrespectoftheWorks ;or
   b) Has failed to repay the advance payment in accordance with the Contract conditions, specifying theamount whichtheApplicanthasfailedtorepay.
4. AdemandunderthisguaranteemaybepresentedasfromthepresentationtotheGuarantorofacertifica tefromthe Beneficiary's bank stating that the advance payment referred to above has been credited to the Contractor on its accountnumber_____at____.
5. The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, oronthe_____dayof_____,2_____,[2] whichever is earlier.
   Consequently,anydemandforpaymentunderthisguaranteemustbereceivedbyusatthisofficeonorb eforethat date.
6. TheGuarantoragreestoaone-timeextensionofthisguaranteeforaperiodnottoexceed*[sixmonths][oneyear]*,in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor beforetheexpiryoftheguarantee.

[Name of Authorized Official, signature(s) and seals/stamps]
Note: *All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.*

---

[1] *TheGuarantorshallinsertanamountrepresentingtheamountoftheadvancepaymentanddenominatedeit herinthecurrencyoftheadvancepaymentasspecifiedin the Contract.*

[2] *InserttheexpectedexpirationdateoftheTimeforCompletion.TheProcuringEntityshouldnotethatinth eeventofanextensionofthetimeforcompletionofthe Contract,theProcuringEntitywouldneedtorequestanextensionofthisguaranteefromtheGuarantor.Su chrequestmustbeinwritingandmustbemadepriorto theexpirationdateestablishedintheguarantee*

FORMNO.8– RETENTIONMONEYSECURITY

[Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary:_____*[Insert name and Address of* Procuring Entity*]*

Date:_____*[Insertdateofissue]*

Advance payment guarantee no. *[Insertguaranteereferencenumber]*

Guarantor: *[Insertnameandaddressofplaceofissue,unlessindicatedintheletterhead]*

1. We have beeninformedthat_____*[insert name of Contractor, which in the case of a jointventure shallbethenameofthejointventure]*(hereinaftercalled"theContractor")hasenteredintoContractNo. _____*[insertreferencenumberofthecontract]*dated_____with the Beneficiary, for the executionof_____*[insert name of contract and brief description of* Works*]* (hereinafter called"theContract").

2. Furthermore,weunderstandthat, according to theconditionsoftheContract,theBeneficiaryretainsmoneysupto the limit set forth in the Contract ("the Retention Money"), and that when the Taking-Over Certificate has been issuedundertheContractandthefirsthalfoftheRetentionMoneyhasbeencertifiedforpayment,andpayementof *[*insertthesecondhalfoftheRetentionMoney]istobemadeagainstaRetentionMoneyguarantee.

3. AttherequestoftheContractor,we,asGuarantor,herebyirrevocablyundertaketopaytheBeneficiary anysumor sums not exceeding in total an amount of *[insert amount in figures]*_____ (*[insert amount in words* _____*])*[1]uponreceiptbyusoftheBeneficiary'scomplyingdemandsupportedby the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifyingthedemand,statingthattheContractorisinbreachofitsobligation(s)undertheContract,withoutyour needingtoproveorshowgroundsforyourdemandorthesumspecifiedtherein.

4. AdemandunderthisguaranteemaybepresentedasfromthepresentationtotheGuarantorofacertificatefromthe Beneficiary'sbankstatingthatthesecondhalfoftheRetentionMoneyasreferredtoabovehasbeencreditedtothe Contractor on itsaccountnumber_____at_ *[insert name and address ofApplicant's bank]*.

5. Thisguaranteeshallexpirenolaterthanthe.....Dayof.....2.....[2],andanydemandforpayment underitmustbereceivedbyusattheofficeindicatedaboveonorbeforethatdate.

6. TheGuarantoragreestoaone-timeextensionofthisguaranteeforaperiodnottoexceed*[sixmonths][oneyear]*,in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor beforetheexpiryoftheguarantee.

_____

[Name of Authorized Official, signature(s) and seals/stamps]

Note: *All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.*

[1]*The Guarantor shall insert an amount representing the amount of the second half of the Retention Money.*

[2]*Insertadatethatistwenty-*

eightdaysaftertheexpiryofretentionperiodaftertheactualcompletiondateofthecontract.TheProcurin gEntityshouldnotethatin theeventofanextensionofthisdateforcompletionoftheContract,theProcuringEntitywouldneedtoreq uestanextensionofthisguaranteefromtheGuarantor. Suchrequestmustbeinwritingandmustbemadepriortotheexpirationdateestablishedintheguarantee

FORM NO. 9 BENEFICIAL OWNERSHIP DISCLOSURE FORM

(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)

INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful tenderer pursuant to Regulation 13 (2A) and 13 (6) of the Companies (Beneficial Ownership Information) Regulations, 2020. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the legal person (tenderer) or arrangements or a natural person on whose behalf a transaction is conducted, and includes those persons who exercise ultimate effective control over a legal person (Tenderer) or arrangement.

Tender Reference No.:_____[*insert identification no*] Name of the Tender Title/Description:_____*[insert name of the assignment]* to:_____*[insert complete name of Procuring Entity]*

In response to the requirement in your notification of award dated__*[insert date of notification of award]* to furnish additional information on beneficial ownership:___*[select one option as applicable and delete the options that are not applicable]*

I) We here by provide the following beneficial ownership information.

Details of Beneficial ownership

	Details of all Beneficial Owners		**% of shares aperson holdsinthe company Directly or indirectly**	**% ofvotingrigh ts aperson holdsin the company**	**Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer** (Yes / No)	**Whether a person directly or indirectly exercisessignifica ntinfluence or control over the Company (tenderer) (Yes / No)**
1.	FullName		Directly--------- % of shares Indirectly--------- %	Directly…… ……%ofv otingrights Indirectly---------- %ofvotingrig hts	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes -----No----	1. Exercisessignifica ntinfluence or control over the Company body of the Company (tenderer) Yes -----No----
	National identitycardnu mberorPasspor tnumber					
	PersonalIdentif icationNumber (where applicable)					

	Details of all Beneficial Owners		% of shares aperson holdsinthe company Directly or indirectly	% ofvotingrigh ts aperson holdsin the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercisessignifica ntinfluence or control over the Company (tenderer) (Yes / No)
	Nationality		of shares		2. Is this right held directly or indirectly?: Direct…… Indirect……	2. Is this influence or control exercised directly or indirectly? Direct……. Indirect……
	Dateofbirth*[dd /mm/yyyy]*					
	Postaladdress					
	Residentialadd ress					
	Telephonenum ber					
	Emailaddress					
	Occupationor profession					
2.	FullName		Directly--------- % of shares Indirectly--------- % of shares	Directly……%ofvotingrights Indirectly----------%ofvotingrights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes -----No---- 2. Is this right held directly or indirectly?: Direct…… Indirect……	1. Exercisessignific antinfluence or control over the Company body of the Company (tenderer) Yes -----No---- 2. Is this influence or control exercised directly or indirectly? Direct……. Indirect……
	National identitycardnu mberorPasspor tnumber					
	PersonalIdentif icationNumber (where applicable)					
	Nationality(ie s)					
	Dateofbirth*[dd /mm/yyyy]*					
	Postaladdress					
	Residentialadd ress					
	Telephonenum ber					

	Details of all Beneficial Owners		% of shares aperson holdsinthe company Directly or indirectly	% ofvotingrights aperson holdsin the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercisessignificantinfluence or control over the Company (tenderer) (Yes / No)
	Emailaddress					
	Occupationor profession					
3.						
e.						
t.						
c						

II) Am fully aware that beneficial ownership information above shall be reported to the Public Procurement Regulatory Authority together with other details in relation to contract awards and shall be maintained in the Government Portal, published and made publicly available pursuant to Regulation 13(5) of the Companies (Beneficial Ownership Information) Regulations, 2020.(Notwithstanding this paragraph Personally Identifiable Information in line with the Data Protection Act shall not be published or made public). *Note that Personally Identifiable Information (PII) is defined as any information that can be used to distinguish one person from another and can be used to deanonymize previously anonymous data. This information includes National identitycardnumberorPassportnumber, PersonalIdentificationNumber, Dateofbirth, Residential address, email address and Telephone number.*

III) In determining who meets the threshold of who a beneficial owner is, the Tenderer must consider a natural person who in relation to the company:

(a) holds at least ten percent of the issued shares in the company either directly or indirectly;

(b) exercises at least ten percent of the voting rights in the company either directly or indirectly;

(c) holds a right, directly or indirectly, to appoint or remove a director of the company; or

(d) exercises significant influence or control, directly or indirectly, over the company.

IV) What is stated to herein above is true to the best of my knowledge, information and belief.

Name of the Tenderer: .....[insert complete name of the Tenderer]*

*Name of the person duly authorized to sign the Tender on behalf of the Tenderer: ** [insert complete name of person duly authorized to sign the Tender]*

Designation of the person signing the Tender: ..... [insert complete title of the person signing the Tender]

Signature of the person named above: ..... [insert signature of person whose name and capacity are shown above]

Date this ..... [insert date of signing] day of..... [Insert month], [insert year]

Bidder Official Stamp

PART IV- BILLS OF QUANTITIES

BILL NO.1
PARTICULAR PRELIMINARIES

ITEM	DESCRIPTION	AMOUNT
	PARTICULAR PRELIMINARIES	
A	**EMPLOYER** The Employer is **Principal Secretary,State Department for Investment and Promotion ,P.O.BOX 30057-00100,NAIROBI.** The term "Employer" and "Government" wherever used in the contract document shall be synonymous.	
B	**PROJECT MANAGER** The term "P.M" or "Project Manager" wherever used in these Bills of Quantities shall be deemed to imply the "Engineer" as defined in **Clause 3.1.1 in the Section Viii - General Conditions Of Contract (GCC)** or such person or persons as may be duly authorized to represent him on behalf of the Government.	
C	**ARCHITECT** The term "Architect" shall be deemed to mean "the P.M" as defined above whose address, unless otherwise notified, is the Ministry of Lands, Public Works, Housing and Urban Development State Department for Public Works , P.O.Box 30743-00100, NAIROBI	
D	**QUANTITY SURVEYOR** The term "Quantity Surveyor" shall be deemed to mean "the P.M" as defined above whose address, unless otherwise notified, is the Ministry of Lands, Public Works, Housing and Urban Development State Department for Public Works , P.O.Box 30743-00100, NAIROBI	
E	**STRUCTURAL ENGINEER** The term "Structural Engineer" shall be deemed to mean "the P.M" as defined above whose address, unless otherwise notified, is the Ministry of Lands, Public Works, Housing and Urban Development State Department for Public Works , P.O.Box 30743-00100, NAIROBI	
F	**ELECTRICAL ENGINEER** The term "Electrical Engineer" shall be deemed to mean "the P.M" as defined above whose address, unless otherwise notified, is the Ministry of Lands, Public Works, Housing and Urban Development State Department for Public Works , P.O.Box 30743-00100, NAIROBI	
	Carried to collection	

ITEM	DESCRIPTION	AMOUNT
A	**MECHANICAL ENGINEER** The term "Mechanical Engineer" shall be deemed to mean "the P.M" as defined above whose address, unless otherwise notified, is the Ministry of Lands, Public Works, Housing and Urban Development State Department for Public Works , P.O.Box 30743-00100, NAIROBI	
B	**INTERIOR DESIGNER** The term "Interior Designer" shall be deemed to mean "the P.M" as defined above whose address, unless otherwise notified, is the Ministry of Lands, Public Works, Housing and Urban Development State Department for Public Works , P.O.Box 30743-00100, NAIROBI	
C	**SCOPE OF CONTRACT** **The works consists of:** **A. DEMOLITIONS** • Demolishing existing gypsum partitioning comprising of timber framework • Removal of existing ceiling including the brandering. • Scrapping of existing paint on walls, ceiling, doors and windows. • Hacking out ceramic floor tiles **B. BUILDERS WORKS** • Gypsum Partitioning works • Fixing of window blinds • Tiling to the floor. • Carpeting to floor. • Fixing of acoustic and gypsum ceiling. • Joinery works • Paintworks to the walls, ceiling, doors and windows. **D. ELECTRICAL WORKS.** • Associated Electrical works. **E. MECHANICAL WORKS.** • Associated Mechanical works.	
	Carried to collection	

ITEM	DESCRIPTION	AMOUNT
A	**URGENCY OF THE WORKS** The Contractor is notified that these "works are urgent" and should be completed within the period stated in these Particular Preliminaries. The Contractor shall allow in his rates for any costs he/ she deems that he/she may incur by having to complete these works within the stipulated contract period.	
B	**LOCATION OF SITE** The site of the proposed works is located **14TH FLOOR NSSF BUILDING** The contractor shall be deemed to have visited the site and satisfied himself as follows; **a)** The nature, position, topography and access of the site **b)** The amount of the rubbish or debris to be cleared away before commencement **c)** The nature, current usage, proximity and size of adjoining property and buildings **d)** The availability of land for the erection and positioning of all temporary structures, plant and materials necessary for the execution of the works. The Contractor shall obtain approval from the relevant Local Authority in adherence to site access and erection of temporary structures and must ensure all matters relating to the requirements of these authorities. No claim will be allowed for travelling or other expenses which may be incurred by the Contractor in visiting the site or preparing the tender for the works. The Contractor is advised that the site is within a compound in use and all measures should be taken to avoid nuisance to the existing users. All occupation health and safety requirements must be met as required by law. This includes prevention/ minimizing noise, dust, fumes, providing access to public facilities as required (lifts, washrooms, staircases). Notices should be given prior to disruption of services. Where necessary the Contractor will provide temporary facilities for use as instructed by the Project Manager.	
	Carried to collection	

ITEM	DESCRIPTION	AMOUNT
A	**MEASUREMENTS** In the event of any discrepancies arising between the Bills of Quantities and the actual works, the site measurements shall generally take precedence. However, such discrepancies between any contract documents shall immediately be referred to the PROJECT MANAGER in accordance with the Conditions of Contract. The discrepancies shall then be treated as a variation and be dealt with in accordance with the said Conditions.	
B	**DEMOLITIONS AND ALTERATIONS** The Contractor is to allow for all temporary protection required during the works including ordinary and special dust screens, hoardings, barriers, warning signs, etc. as directed by the Project Manager and as necessary for the adequate propping and protection of existing property, finishes, workmen employed on the site, employer's agents and the public. Any damage or loss incurred due to the insufficiency of such protection must be made good by the Contractor. All protective devices are to be removed on completion of the works and any necessary making good consequent upon this is to be executed to the satisfaction of the Project Manager. The works shall be propped, strutted and supported as necessary before any alteration or demolition work commences. Prices shall include for all cleaning and preparatory work to structure and finishes and for making good to all finishes on completion whether or not specifically described Unless described as set aside for re-use all arising debris and surplus materials shall be carefully removed from building and carted away from site. The Contractor shall be entirely responsible for any breakage or damage which may occur to materials required for re-use during their removal unless it is certified by the Project Manager that such damage or breakage was inevitable as a result of the condition of the item concerned.	
C	**MATERIALS FROM DEMOLITIONS** Any materials arising from demolitions and not re-used shall become the property of the client. The Contractor shall allow in his rates the cost of transporting the demolished materials to where directed by the Project Manager.	
	Carried to collection	

ITEM	DESCRIPTION	AMOUNT
A	**CLEARING AWAY** The Contractor shall remove all temporary works, rubbish, debris and surplus materials from the site as they accumulate and upon completion of the works, remove and clear away all plant, equipment, rubbish, unused materials and stains and leave in a clean,The whole of the works shall be delivered up clean, complete and in perfect condition in every respect to the satisfaction of the Project Manager.	
B	**CLAIMS / COMPENSATION EVENTS** It shall be a condition of this contract that upon it becoming reasonably apparent to the Contractor that he has incurred losses and / or expenses due to any of the contract conditions, or by any other reason whatsoever, he shall present such a claim or intent to claim notice to the PROJECT MANAGER within the contract period. No claim shall be entertained upon the expiry of the said contract period.	
C	**PAYMENTS** Payments shall be in accordance with the Conditions of Contract Agreement. In order to facilitate this, a list of the general component elements for the works is given at the summary page of these specifications and the tenderer is requested to break down his tender sum commensurate to the said elements.	
D	**PAYMENT FOR MATERIALS ON SITE** All materials for incorporation in the works must be stored on site before payment is effected, unless specifically exempted by the Project Manager. This is to include materials of the Contractor, nominated sub-Contractors and nominated suppliers.	
E	**PREVENTION OF ACCIDENT, DAMAGE OR LOSS** The Contractor is notified that these works are to be carried out on a restricted site where the client is going on with other normal activities. The Contractor is thus instructed to take reasonable care in the execution of the works as to prevent accident	
F	**WORKING CONDITIONS** The Contractor shall allow in his rates for any interference that he may encounter in the course of the works for the Client may in some cases ask the Contractor not to proceed with the works until some activities within the site are completed.	
G	**SIGNBOARD** Allow for providing, erecting, maintaining throughout the course of the Contract and afterwards clearing away a signboard as designed, specified and approved by the Project Manager.	
	Carried to collection	

ITEM	DESCRIPTION	AMOUNT
A	**LABOUR CAMPS** The Contractor shall not be allowed to house labour on site. Allow for transporting workers to and from the site during the tenure of the contract.	
B	**PRICING RATES** The tenderer shall include for all costs in executing the whole of the works, including transport, replacing damaged items, fixing, all to comply with the said Conditions of Contract.	
C	**SECURITY** The Contractor shall allow for providing adequate security for the works and the workers in the course of execution of this contract. No claim will be entertained from the Contractor for not maintaining adequate security for both the works and workers.	
D	**PAYMENT FOR MATERIALS ON SITE** All materials for incorporation in the works must be stored on site before payment is effected, unless specifically exempted by the Project Manager. This is to include materials of the Contractor, nominated sub-Contractors and nominated suppliers.	
E	**EXISTING SERVICES** Prior to the commencement of any work, the Contractor is to ascertain from the relevant authority the exact position, depth and level of all existing services in the area and he/she shall make whatever provisions may be required by the authorities concerned	
F	**BID SECURITY** The Bidder shall furnish, as part of his bid, a security as specified in the tender advertisement and shall be in accordance with **Clause 19.1 to Clause 19.4** in the **Section I - Instructions To Tenderers**	
G	**PERFORMANCE SECURITY** A bond of **5%** of the contract sum will be required in accordance with **Clause 4.2 in the Section Viii - General Conditions Of Contract (GCC)**	
	Carried to collection	

ITEM	DESCRIPTION	AMOUNT
A	**INSURANCE** The Contractor shall insure as required in Condition No. 18 of the Conditions of Contract. No payment on account of the work executed will be made to the Contractor until he has satisfied the PROJECT MANAGER either by production of an Insurance Policy or Insurance Certificate that the provision of the foregoing Insurance Clauses have been complied with in all respects. Thereafter the PROJECT MANAGER shall from time to time ascertain that premiums are duly paid up by the Contractor who shall, if called upon to do so, produce the receipted premium renewals for the PROJECT MANAGER's inspection.	
B	**TENDER DOCUMENTS** Tender documents are as listed in **Clause 11.1 of Section I-Instruction to Tenderers** of the Tender Document.	
C	**VALUE ADDED TAX** The Contractor's attention is drawn to V.A.T PUBLIC NOTICE NO. 6 of 5th August, 1993 regarding the Finance Bill 1993 which expanded the V.A.T base to cover construction services amongst other items. The Contractor shall familiarize himself with the said notice and allow in all his Bills of Quantities rates for the net tax. (i.e. less input tax where applicable) as required by law.The tenderer is advised that in accordance with Government Public Notice No.35 &36 dated 11th September 2003, operational from 1st October 2003, V.A.T will be deducted against the contract sum at the prevailing rate by the Employer and remitted directly to the Commissioner of V.A.T through all interim certificates. It should however be noted that this is not additional tax but a new mode of payment for V.A.T, any excess payment will be refundable once the Contractor has submitted monthly returns to the Commissioner of V.A.T who will do the refunds when satisfied that the V.A.T regulations have been complied with.	
D	**FORM OF CONTRACT** The Form of Contract shall be as stipulated in the Republic of Kenya's Standard Tender Document for Procurement of Building Works (2021 Revised edition) included herein under **SECTION X - CONTRACT FORMS**	
E	**CONDITIONS OF CONTRACT** These are specified in the **SECTION VIII and SECTION IX** of this Tender Document.	
	Carried to collection	

ITEM	DESCRIPTION	AMOUNT
	PROJECT MANAGERMENT SUPERVISION EXPENSES Disclaimer: The following items are to be expended at the discretion of the Project Manager.	
A	Allow a provisional sum of **Kenya Shillings Five Hundred Thousand (Kshs 500,000.00)** for Project Management Supervision Expenses	
B	Allow for commission for the Item above (_____ %)	
	PROJECT MANAGERS STATIONERY	
C	Allow a provisional sum of **Kenya Shillings Two Hundred Thousand (Kshs.200,000.00)** only for Projet Management Stationery.	
D	Allow for profits for the Item above (_____ %)	
	TECHNICAL TRAINING	
E	Allow a provisional sum of **Kenya Shillings Two Hundred Thousand (Kshs 200,000.00)only** for training of the State Department for Public Works technical staff, to be paid as directed by the project manager.	
F	Allow for profits for the Item above (_____ %)	
	Carried to collection	

ITEM	DESCRIPTION	AMOUNT
A	**PARTICULARS OF INSERTIONS TO BE MADE IN APPENDIX TO CONTRACT AGREEMENT** The following are the insertions to be made in the appendix to the Contract Agreement: - **Period of Final Measurement** **3** Months From Practical completion **Defects Liability Period** **6** Months from Practical completion **Date for Possession** To be agreed with the Project Manager **Date for Completion** 16 ***Weeks*** *from Commmencement date* **Delay Damages** ***0.005%*** *of the Contract Sum per week* **Period of Interim Certificates** Monthly **Percentage of Certified Value Retained** 10 % **Limit of Retention Fund** 10 %	
	Carried to collection	

ITEM	DESCRIPTION	AMOUNT
	COLLECTION	
	Brought forward from page PP/1	
	Brought forward from page PP/2	
	Brought forward from page PP/3	
	Brought forward from page PP/4	
	Brought forward from page PP/5	
	Brought forward from page PP/6	
	Brought forward from page PP/7	
	Brought forward from page PP/8	
	Brought forward from page PP/9	
	TOTAL CARRIED TO GRAND SUMMARY	

BILL NO.2
GENERAL PRELIMINARIES

ITEM	DESCRIPTION	AMOUNT
	GENERAL PRELIMINARIES	
A	**PRICING OF ITEMS OF PRELIMINARIES AND PREAMBLES** Prices will be inserted against items of Preliminaries in the Contractor's priced Bills of Quantities and Specification. The Contractor shall be deemed to have included in his prices or rates for the various items in the Bills of Quantities or Specification for all costs involved in complying with all the requirements for the proper execution of the whole of the works in the Contract.	
B	**ABBREVIATIONS** Throughout these Bills, units of measurement and terms are abbreviated and shall be interpreted as follows:- **C.M.** Shall mean cubic metre **S.M.** Shall mean square metre **L.M.** Shall mean linear metre **MM** Shall mean Millimetre **Kg.** Shall mean Kilogramme **No.** Shall mean Number **Prs.** Shall mean Pairs **B.S.** Shall mean the British Standard Specification Published by theBritish Standards Institution, 2 Park Street, London W.I., England. **Ditto** Shall mean the whole of the preceding description except as qualified in the description in which it occurs. **m.s.** Shall mean measured separately. **a.b.d** Shall mean as before described.	
	Carried to collection	

ITEM	DESCRIPTION	AMOUNT
A	**SUFFICIENCY OF TENDER** The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices stated in the priced Bills of Quantities. Rates and prices quoted shall cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the works	
B	**RECORDS** The Contractor shall ensure proper records are kept and maintained for : Daily Reports on Personnel and Machinery; tracked programme; site photographs in digital camera; weather charts/reports; site instruction book and query book. a digital camera shall be provided for taking progress photos	
C	**PLANT, TOOLS AND VEHICLES** Allow for providing all scaffolding, plant, tools and vehicles required for the works except in so far as may be stated otherwise herein and except for such items specifically and only required for the use of nominated Sub-Contractors as described herein. No timber used for scaffolding, formwork or temporary works of any kind shall be used afterwards in the permanent work.	
D	**TRANSPORT.** Allow for transport of workmen, materials, etc., to and from the site at such hours and by such routes as may be permitted by the competent authorities.	
	Carried to collection	

ITEM	DESCRIPTION	AMOUNT
A	**MATERIALS AND WORKMANSHIP.** All work is to be carried out in accordance with the Ministry of Works General Specifications for Building Works, 1976 Edition together with any amendments thereto. All materials and workmanship used in the execution of the work shall be of the best quality and description unless otherwise stated. The Contractor shall order all materials to be obtained from overseas immediately after the Contract is signed and shall also order materials to be obtained from local sources as early as necessary to ensure that they are onsite when required for use in the works. The Bills of Quantities shall not be used for the purpose of ordering materials.	
B	**SIGN FOR MATERIALS SUPPLIED.** The Contractor will be required to sign a receipt for all articles and materials supplied by the CLIENT at the time of taking deliver thereof, as having received them in good order and condition, and will thereafter be responsible for any loss or damage and for replacements of any such loss or damage with articles and/or materials which will be supplied by the CLIENT at the current market prices including Customs Duty and V.A.T., all at the Contractor's own cost and expense, to the satisfaction of the PROJECT MANAGER	
C	**STORAGE OF MATERIALS** The Contractor shall provide at his own risk and cost where directed on the site weather proof lock-up sheds and make good damaged or disturbed surfaces upon completion to the satisfaction of the PROJECT MANAGER. Nominated Sub-Contractors are to be made liable for the cost of any storage accommodation provided especially for their use.	
	Carried to collection	

ITEM	DESCRIPTION	AMOUNT
A	**SAMPLES** The Contractor shall furnish at his own cost any samples of materials or workmanship including concrete test cubes required for the works that may be called for by the PROJECT MANAGER for his approval until such samples are approved by the PROJECT MANAGER and the PROJECT MANAGER may reject any materials or workmanship not in his opinion to be up to approved samples. The PROJECT MANAGER shall arrange for the testing of such materials as he may at his discretion deem desirable, but the testing shall be made at the expense of the Contractor and not at the expense of the PROJECT MANAGER. The Contractor shall pay for the testing in accordance with the current scale of testing charges laid down by the Ministry of Public Works. The procedure for submitting samples of materials for testing and the method of marking for identification shall be as laid down by the PROJECT MANAGER. The Contractor shall allow in his tender for such samples and tests except those in connection with nominated sub-contractors' work.	
B	**GOVERNMENT ACTS REGARDING WORK** Allow for complying with all Government Acts, Orders and Regulations in connection with the employment of Labour and other matters related to the execution of the works. In particular the Contractor's attention is drawn to the provisions of the Factory Act 1950 and his tender must include for all costs arising or resulting from compliance with any Act, Order or Regulation relating to Insurances, pensions and holidays for workpeople or so the safety, health and welfare of the workpeople. The Contractor must make himself fully acquainted with current Acts and Regulations including Police Regulations regarding the movement, housing, security and control of labour, labour camps , passes for transport, etc. It is most important that the Contractor, before tendering, shall obtain from the relevant Authority the fullest information regarding all such regulations and/or restrictions which may affect the information regarding all such regulations and/or restrictions which may affect the organization of the works, supply and control of labour, etc., and allow accordingly in his tender. No claim in respect of want of knowledge in this connection will be entertained.	
	Carried to collection	

ITEM	DESCRIPTION	AMOUNT
A	**PUBLIC AND PRIVATE ROADS.** The contractor shall maintain as required throughout the execution of the works and make good any damage to public or private roads arising from or consequent upon the execution of the works to the satisfaction of the local and other competent authority and the Project Manager.	
B	**EXISTING PROPERTY.** The Contractor shall take every precaution to avoid damage to all existing property including roads, cables, drains and other services and he will be held responsible for and shall make good all such damage arising from the execution of this contract at his own expense to the satisfaction of the Project Manager.	
C	**OCUPATIONAL HEALTH AND SAFETY MEASURES** The Project Manager expects the contractor to adhere to strict safety measures. In this regard the contractor should ensure that all his workers, the consultants and his sub-contractors workmen are wearing Personal Protective Equipment (PPE) before commencement of any work where applicable including overalls with the company name clearly printed on the back each with clearly marked Identification Numbers stitched or imprinted on. The Contractor shall allow for providing all watching, lighting, barriers, signs, covering open trenches and protection of the works, including Sub-Contract works, as may be necessary for the safety of the works and for the protection of the public and his own and Sub-Contractors' employees. He shall also ensure provision of first aid staff, access to ambulance services at all worksites and arrangement to access local hospital/dispensary with qualified medical staff. The Project Manager expects full compliance to this regulation and no excuses will be entertained for non-compliance.	
D	**OCUPATIONAL HEALTH AND SAFETY PERSONEL** The contractor shall allow for Occupational Health and Safety personnel as directed and afford every reasonable facility for the performance of their duties.	
	Carried to collection	

ITEM	DESCRIPTION	AMOUNT
A	**ACCESS TO SITE AND TEMPORARY ROADS.** Means of access to the Site shall be agreed with the CLIENT prior to commencement of the work and Contractor must allow for building any necessary temporary access roads for the transport of the materials, plant and workmen as may be required for the complete execution of the works including the provision of temporary culverts, crossings, bridges, or any other means of gaining access to the Site. Upon completion of the works, the Contractor shall remove such temporary access roads; temporary culverts, bridges, etc., and make good and reinstate all works and surfaces disturbed to the satisfaction of the PROJECT MANAGER	
B	**AREA TO BE OCCUPIED BY THE CONTRACTOR** The area of the site which may be occupied by the Contractor for use of storage and for the purpose of erecting workshops, etc., shall be defined on site by the PROJECT MANAGER	
C	**OFFICE FOR THE PROJECT MANAGER** The contractor shall , if so instructed, supply, maintain, service, clean and light a fully furnished, suitable office, having an approximate floor area of not less than 50 sqm for exclusive use of the project. The office shall have a sample room, a toilet and bathroom, kitchen of suitable dimensions with clean running water and electricity connected to the approval of the Project Manager.The Contractor shall provide, erect and maintain a lock-up type water or bucket closet for the sole use of the PROJECT MANAGER including making temporary connections to the drain where applicable to the satisfaction of Government and Medical Officer of Health and shall provide services of cleaner and pay all conservancy charges and keep both office and closet in a clean and sanitary condition from commencement to the completion of the works and dismantle and make good disturbed surfaces. The office and closet shall be completed before the Contractor is permitted to commence the works. The Contractor shall make available on the Site as and when required by the "PROJECT MANAGER" a modern and accurate level together with levelling staff, ranging rods and 50 metre metallic or linen tape.On completion of the contract, the contents of the office specified above shall revert to the Client. The contractor shall be responsible throughout the contract period for provision of insurance cover, maintenance of the office equipment and furniture, providing all necessary staff and providing security and garbage disposal facilities	
	Carried to collection	

ITEM	DESCRIPTION	AMOUNT
A	**LIGHTING AND POWER** The contractor shall provide at his own risk and cost all temporary 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.	
B	**WATER FOR THE WORKS** The Contractor shall provide at his own risk and cost all necessary water required for use in the works. The Contractor must make his own arrangements for connection to the nearest suitable water main and for metering the water used. He must also provide temporary tanks and meters as required at his own cost and clear away when no longer required and make good on completion to the entire satisfaction of the PROJECT MANAGER . The Contractor shall pay all charges in connection herewith. No guarantee is given or implied that sufficient water will be available from mains and the Contractor must make his own arrangements for augmenting this supply at his own cost.The contractor is to provide clean drinking water at the construction site for his workers at all times. All water shall be fresh, clean and pure, free from earthly vegetable or organic matter, acid or alkaline substance in solution or suspension.	
C	**SANITATION OF THE WORKS** The Sanitation of the works shall be arranged and maintained by the Contractor to the satisfaction of the Government and/or Local Authorities, Labour Department and the PROJECT MANAGER He may however be allowed use of the existing sanitation facilities but shall be responsible for the proper hygienic maintenance and any damage whatsoever. No guarantees are however given regarding the adequacy of the existing services.The Contractor will be required to pay all conservancy charges and shall ensure clean daily maintenance and disinfecting of the latrines, and not less than once per week, the whole area shall be sprayed with disinfectant and insecticides and any temporary drains shall be removed and all works and surfaces disturbed made good and then the whole area disinfected and left clean and free from pollution to the satisfaction of the Architect and local authorities.	
	Carried to collection	

ITEM	DESCRIPTION	AMOUNT
A	**SUPERVISION AND WORKING HOURS** The works shall be executed under the direction and to the entire satisfaction in all respects of the PROJECT MANAGER who shall at all times during normal working hours have access to the works and to the yards and workshops of the Contractor and sub-Contractors or other places where work is being prepared for the contract.	
B	**PROVISIONAL SUMS.** The term "Provisional Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7(i) of the Standard Method of Measurement. Such sums are net and no addition shall be made to them for profit.	
C	**PRIME COST (OR P.C.) SUMS.** The term "Prime Cost Sum" or "P.C. Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7 (ii) of the Standard Method of Measurement . Persons or firms nominated by the Project Manager to execute work or to provide and fix materials or goods are described herein as Nominated Sub-Contractors. Persons or firms so nominated to supply goods or materials are described herein as Nominated Suppliers.	
D	**PROGRESS CHART.** The Contractor shall provide within two weeks of Possession of Site and in agreement with the PROJECT MANAGER a Progress Chart for the whole of the works including the works of Nominated Sub-Contractors ; one copy to be handed to the PROJECT MANAGER and a further copy to be retained on Site. Progress to be recorded and chart to be amended as necessary as the work proceeds.	
	Carried to collection	

ITEM	DESCRIPTION	AMOUNT
A	**ADJUSTMENT OF P.C. SUMS.** In the final account all P.C. Sums shall be deducted and the amount properly expended upon the PROJECT MANAGER'S order in respect of each of them added to the Contract sum. The Contractor shall produce to the PROJECT MANAGER such quotations, invoices or bills, properly receipted, as may be necessary to show the actual details of the sums paid by the Contractor. Items of profit upon P.C. Sums shall be adjusted in the final account pro-rata to the amount paid. Items of "attendance" (as previously described) following P.C. Sums shall be adjusted pro-rata to the physical extent of the work executed (not pro-rata to the amount paid) and this shall apply even though the Contractor's priced Bill shows a percentage in the rate column in respect of them. Should the Contractor be permitted to tender and his tender be accepted of any work for which a P.C. Sum is included in these Bill of Quantities profit and attendance will be allowed at the same rate as it would be if the work were executed by a Nominated Sub-Contractor.	
B	**ADJUSTMENT OF PROVISIONAL SUMS.** In the final account all Provisional Sums shall be deducted and the value of the work properly executed in respect of them upon the PROJECT MANAGER's order added to the Contract Sum. Such work shall be valued , but should any part of the work be executed by a Nominated Sub-Contractor or the value of such work or articles for the work to be supplied by a Nominated Supplier, the value of such work or articles shall be treated as a P.C. Sum and profit and attendance comparable to that contained in the priced Bills of Quantities for similar items added.	
C	**NOMINATED SUB-CONTRACTORS** When any work is ordered by the PROJECT MANAGER to be executed by nominated sub-contractors, the Contractor shall enter into sub-contracts and shall thereafter be responsible for such sub-contractors in every respect. Unless otherwise described the Contractor is to provide for such Sub-Contractors any or all of the facilities described in these Preliminaries. The Contractor should price for these with the nominated Sub-contract Contractor's work concerned in the P.C. Sums under the description "add for Attendance".	
	Carried to collection	

ITEM	DESCRIPTION	AMOUNT
	DIRECT CONTRACTS	
A	Notwithstanding the foregoing conditions, the Government reserves the right to place a "Direct Contract" for any goods or services required in the works which are covered by a P.C. Sum in the Bills of Quantities and to pay for the same direct. In any such instances, profit relative to the P.C. Sum in the priced Bills of Quantities will be adjusted as described for P.C. Sums and allowed.	
	ATTENDANCE UPON OTHER TRADESMEN, ETC.	
B	The Contractor shall allow for the attendance of trade upon trade and shall afford any tradesmen or other persons employed for the execution of any work not included in this Contract every facility for carrying out their work and also for use of his ordinary scaffolding. The Contractor, however, shall not be required to erect any special scaffolding for them. The Contractor shall perform such cutting away for and making good after the work of such tradesmen or persons as may be ordered by the PROJECT MANAGER and the work will be measured and paid for to the extent executed at rates provided in these Bills.	
	PROVISIONAL WORK	
C	All work described as "Provisional" in these Bills of Quantities is subject to remeasurement in order to ascertain the actual quantity executed for which payment will be made. 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 PROJECT MANAGER. Immediately the work is ready for measuring, the Contractor shall give notice to the PROJECT MANAGER. If the Contractor makes default in these respects he shall, if the PROJECT MANAGER so directs, uncover the work to enable all measurements to be taken and afterwards reinstate at his own expense.	
	Carried to collection	

ITEM	DESCRIPTION	AMOUNT
	ALTERATIONS TO BILLS, PRICING, ETC.	
A	Any unauthorized alteration or qualification made to the text of the Bills of Quantities may cause the Tender to be disqualified and will in any case be ignored. The Contractor shall be deemed to have made allowance in his prices generally to cover any items against which no price has been inserted in the priced Bills of Quantities. All items of measured work shall be priced in detail and the 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.	
	BLASTING OPERATIONS	
B	Blasting will only be allowed with the express permission of the PROJECT MANAGER in writing. All blasting operations shall be carried out at the Contractor's sole risk and cost in accordance with any Government regulations in force for the time being, and any special regulations laid down by the PROJECT MANAGER governing the use and storage of explosives.	
	MATERIALS ARISING FROM EXCAVATIONS	
C	Materials of any kind obtained from the excavations shall be the property of the Client. Unless the PROJECT MANAGER directs otherwise such materials shall be dealt with as provided in the Contract. Such materials shall only be used in the works, in substitution of materials which the Contractor would otherwise have had to supply with the written permission of the PROJECT MANAGER. Should such permission be given, the Contractor shall make due allowance for the value of the materials so used at a price to be agreed.	
	Carried to collection	

ITEM	DESCRIPTION	AMOUNT
A	**PROTECTION OF THE WORKS.** Provide protection of the whole of the works contained in the Bills of Quantities, including casing , casing up, covering or such other means as may be necessary to avoid damage to the satisfaction of the PROJECT MANAGER and remove such protection when no longer required and make good any damage which may nevertheless have been done at completion free of cost to the Client.	
B	**WORKS TO BE DELIVERED UP CLEAN** Clean and flush all gutters, rainwater and waste pipes, manholes and drains, wash (except where such treatment might cause damage) and clean all floors, sanitary fittings, glass inside and outside and any other parts of the works and remove all marks, blemishes, stains and defects from joinery, fittings and decorated surfaces generally, polish door furniture and bright parts of metalwork and leave the whole of the buildings watertight, clean, perfect and fit for occupation to the approval of the PROJECT MANAGER	
C	**GENERAL SPECIFICATION.** For the full description of materials and workmanship, method of execution of the work and notes for pricing, the Contractor is referred to the Ministry of Roads and Public Works and Housing General Specification dated 1976 or any subsequent revision thereof which is issued as a separate document, and which shall be allowed in all respects unless it conflicts with the General Preliminaries, Trade Preambles or other items in these Bills of Quantities.	
	Carried to collection	

ITEM	DESCRIPTION	AMOUNT
A	**TRAINING LEVY** The Contractor's attention is drawn to legal notice No. 237 of October, 1971, which requires payment by the Contractor of a Training Levy at the rate of 1/4 % of the Contract sum on all contracts of more than Kshs. 50,000.00 in value.	
B	**MATERIALS ON SITE** All materials for incorporation in the works must be stored on or adjacent to the site before payment is effected unless specifically exempted by the PROJECT MANAGER. This includes the materials of the Main Contractor, Nominated Sub-Contractors and Nominated Suppliers.	
C	**HOARDING** The Contractor shall enclose the site or part of the works under construction with a hoarding 2400 mm high consisting of iron sheets on 100 x 50 mm timber posts firmly secured at 1800 mm centers with two 75 x 50 mm timber rails. The Contractor is in addition required to take all precautions necessary for the safe custody of the works, materials, plant, public and Employer's property on the site.	
D	**CONTRACTOR'S SUPERINTENDENCE/SITE AGENT** 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 experience in the kind of work involved and shall give his whole time to the superintendence of the works. Such Agent or Representative shall receive on behalf of the Contractor all directions and instructions from the Project Manager and such directions shall be deemed to have been given to the Contractor in accordance with the Conditions of Contract.	
	Carried to Collection	

ITEM	DESCRIPTION	AMOUNT
	COLLECTION	
	Brought Forward From Page GP/1	
	Brought Forward From Page GP/2	
	Brought Forward From Page GP/3	
	Brought Forward From Page GP/4	
	Brought Forward From Page GP/5	
	Brought Forward From Page GP/6	
	Brought Forward From Page GP/7	
	Brought Forward From Page GP/8	
	Brought Forward From Page GP/9	
	Brought Forward From Page GP/10	
	Brought Forward From Page GP/11	
	Brought Forward From Page GP/12	
	Brought Forward From Page GP/13	
	TOTAL CARRIED TO GRAND SUMMARY	

BILL NO.3
BUILDERS WORKS

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	ELEMENT NO. 1 DEMOLITIONS The items of demolitions and removal shall include shoring making good disturbed areas to match existing and loading and Carting away debris unless otherwise specified.Salvage material will be the property of the client.				
A	Carefully remove acoustic/gypsum ceiling including all brandering and fittings cart away arising debris and prepare surface to receive new gypsum ceiling (m.s).	511	SM		
B	Carefully demolish Gypsum / Aluminium Partitions comprising vertical and horizontal aluminium frames,gypsum, laminated MDF boards and glass; art away arising debris as directed by the Project Manager	202	SM		
C	Carefully hack existing ceramic wall tiles and make good disturbed surfaces to receive new tiles works	183	SM		
D	Carefully remove existing water closet, shower tray and wash hand basin in the washroom; set aside other salvaged fittings as directed by the Client. Terminate all plumbing and drainage lines and make good affected areas to recieve new fittings.		ITEM		
E	Carefully remove dilapidated carpet/ tiles and all the accessories and cart away the arisings as directed, repair as necessary and prepare surface to receive new granito tiles finish (ms)	511	SM		
F	Carefully remove the existing solid core flush doors overall size 900 mm x 2400 mm including the timber frames, architraves, quadrants, fanlights size 900mm x 300mm and all iron mongery and make good disturbed surfaces for new works.	6	NO		
G	Carefully remove the existing aluminium doors overall size 900mm x 2100mm including the frames,and all iron mongery and make good disturbed surfaces to receive new works	2	NO		
	TOTAL FOR DEMOLITION CARRIED TO SUMMARY				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	ELEMENT NO. 2:				
	WALLING				
	Gypsum Drywall Partitions				
A	Supply, assemble and fix 100 x 50 x 2.5 mm (2.11kg/m) Thick powdered coated alumimium framing, screwed to concrete backgrounds at bottom and top grooved to receive gypsum boards.	820	LM		
B	Supply and fix purpose made gypsum partitions; 100mm wide 3m heights to details comprising of 12 mm thick Knauf water resistance gypsum backing boards and 75 x 50 x 2mm thick heavy gauge stainless steel studs frames fixed at regular vertical intervals of maximum 400 mm centres and cross bracings, all fixed to the existing walls and floor surfaces with screw at standard centres and with aluminium corner beads as necessary.	492	SM		
C	Supply and fix 75mm Thick Rockwool or equal and approved fixed to gypsum drywall cavity as per manufacturer's printed instructions.	246	SM		
	Aluminium Partitions				
D	Supply, assemble and fix 100 x 50 x 2.5 mm (2.11kg/m)Thick Vertical Members, screwed to concrete backgrounds at bottom and top grooved to receive glass.	935	LM		
E	Supply, assemble and fix 100 x 50 x 2.5 mm (2.11kg/m) anodised powdered coated alumimium framing (Horizontal Members) fabricated to specifications	935	LM		
F	20x20mm gm Thick biding member fixed to aluminium hollow section frames (m/s)	3740	LM		
G	25x12mm Thick approved rubber lining to aluminium framing (m/s)	1870	LM		
H	10 mm thick laminated sheet glass with window film fixed to aluminium frames with rubber gaskets (m/s)	281	SM		
G	25 mm thick MDF boards, meru oak veneer on both side fixed of frames.	281	SM		
	Carried to Collection				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
A	100 x 25 mm thick Stainless steel skirting,coved at the junction of wall and floor finish	168	LM		
B	Supply and fix decorative film to glass where directed : Oracle 8500 Series or other equal and approved: to Interior Designer's detailed drawings and approval	281	SM		
C	Supply, assemble and fix 800x800mm Timber mdf Wall panels with beading, Mahogany varnish stain to Interior Designer`s specification & Client`s approval.	296	SM		
D	45 x 25mm Silicon filler applied in accordance to tmanufacturer's printed instruction and to the approvalof the Project Manager at the joints between existingconcrete/masonry surfaces and aluminium frame sections	935	LM		
E	Supply, assemble and fix Mild Steel expanded metal mesh panels welded on 50 x 50 x 3mm T-sections , welded on 8mm MS rod welded on 50 x 50 x 3mm L- section raw bolted to slab soffits; with one coat of red oxide primer including any other accessories to interior designers detailas per Arch. Details.	43	SM		
	Carried to Collection				
	COLLECTION Brought forward from page SDIP/2 Brought forward from above				
	TOTAL CARRIED TO SECTION SUMMARY				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	ELEMENT NO.3				
	DOORS				
	Frames & Finishings				
	Supply and FIX Wrot Mahogany as described in:				
A	150 x 50mm frame with three labours : moulded screwed and pelleted.	59	LM		
B	150 x 50mm Transome with four labours : moulded.	11	LM		
C	Architrave to detail size, 100x25mm	59	LM		
D	Quadrant bead, diameter 25mm	59	LM		
E	20 x 25 mm glazing beading.	16	LM		
	Hardwood timber panel doors				
	Supply and fix 50mm thick wrot mahogany panelled doors comprising of 200 x 50mm thick stiles and top rail; 150 x 50mm thick middle and bottom rail				
F	Single leaf door overall size 900 x 2400mm High	2	NO		
G	Double leaf door overall size 1200 x 2400mm High	4	NO		
	Supply and Fix 45 mm (finished) solid core flush door faced on both sides with 5mm Thick mahogany veneer and 15 mm x 15 mm hardwood beadings pinned and glued to door on both faces to form grids to architect's details and approval: hardwood lipped on all edges to approval:				
H	Single leaf door size 900 x 2400mm High.	4	NO		
	6mm Thick clear sheet glass and glazing to and icluding timber beads in panes in;-				
J	Panes not exceeding 0.5m square metre	4	SM		
	Carried to Collection				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
A	Supply and Fix Single Leaf door size 900 x 2400mm High frameless glass single swing door : : 10mm Thick toughened safety glass with smooth edges as specified : fixed with and including "Union" or equal and approved heavy duty stainless steel floor spring with matching polished patch fittings and top hook : with 32mm diameter holes for door handles; locks and all other ironmongery as specified: acoustic rubber gasket where detailed; all to Architects approval	16	NO		
B	Ditto door overall size 1200 x2400mm High *Supply and fix aluminium framed doors with approved anodised powdered coated aluminium framing in sections of size 175mm x 75mm fixed to wall/beam/column around openings, including glazing with 12mm Thick clear laminate glass on the upper part and MDF on the lower part; secured to the framing using approved glazing strips and glazing beading including waterproofing all joints using approved silicon sealing compounds with all the necesarry ironmongery and fittings; all to Architect's door schedules' details and approval*	4	NO		
C	Double leaf doors, overall size 900mm x 2400mm overall height	2	NO		
D	Aluminium Sliding door overall size 1200mm x 2400mm overall height Ironmongery *Supply and fix the following ironmongery from 'ASSA ABLOY' or other equal & approved manufacturer including all necessary matching screws.*	1	NO		
E	40mm Diameter rubber door stops	40	NO		
F	5 -lever mortice lock complete with pair of brass lever handle Code 5L-2201-SC as supplied by Assa Abbloy	32	NO		
G	50mm pressed double swing steel butt hinges	48	PRS		
H	Heavy duty door closers	32	NO		
J	Door Signage size 240 x 50mm in printed vinyls	32	NO		
	Carried to Collection				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Painting and Decorating				
	Prepare and apply one coat oiled based primer, two undercoats approved stain and two finishing coats polyurethane varnish as described on				
A	General surfaces of wood work (m.o.b.s)	44	SM		
B	Frames; over 100mm-200mm girth;	59	LM		
C	Frames not exceeding 100mm girth; internal.	59	LM		
	Existing doors				
D	General surfaces of wood work (m.o.b.s)	23	SM		
E	Frames; over 100mm-200mm girth;	31	LM		
F	Frames not exceeding 100mm girth; internal.	31	LM		
	Prime backs of wood before fixing with aluminium or other approved primer on:				
G	Surfaces exceeding 100- 200 mm girth	31	LM		
	Carried to Collection				
	COLLECTION				
	Brought forward from page SDIP/4				
	Brought forward from page SDIP/5				
	Brought forward from above				
	TOTAL CARRIED TO SECTION SUMMARY				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	ELEMENT NO.4				
	WINDOWS				
	Carefully inpect all the windows and allow for the repairs including all the missing accessories and broken glasses				
A	Sliding window size 6000 x 1500mm High.	19	NO		
	Wrot mahogany				
B	Supply and fix 50x15mm wide Mahogany plywood window board,	114	LM		
C	Supply and fix 50x15mm Mahogany plywood moulding,	114	LM		
	Prepare and apply two coats of aluminium wood primer on back of timber				
D	Surfaces not exceedingg 100mm girth.	114	LM		
E	Ditto. 100-200mm girth	114	LM		
F	Supply and and Fix 20mm medium density fibre board (mahogany finish) in birth laminate including all accessories	171	SM		
	Painting and Decoration				
	Touch up primer, prepare and apply three coats gloss oil paint as described on:				
G	General surfaces of glazed metal windows (measured over one side)	21	SM		
	Window Blinds				
H	Supply and fix Zebra roller blinds fabric composed of polyster fabric and netting; blinds to be alternating between net & fabric at spacing of 8cm, including alluminium head, top and bottom rails; blinds to have 360 degrees rotating control unit with top attachment; all to interior designers approval	285	SM		
	TOTAL CARRIED TO SECTION SUMMARY				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	ELEMENT NO.5				
	FINISHES:				
	FLOOR FINISHES				
	Cement and sand (1:3) as described in:				
A	30 mm thick to receive ceramic tiles (m.s)	346	SM		
B	Ditto to receive Carpet (m.s)	165	SM		
C	Extra over bonding material as sika or equivallent on top on the concrete with screed	511	SM		
	Ceramic floor tiles				
D	Supply and fix 600 x 600x10mm thick approved Ceramic floor tiles of different sizes with "Tilemaster Tile adhesive 102" as Rhino Special Products Ltd or other equal and approved adhesive/mortar : on backing screeds (m.s.): jointed and pointed in approved coloured grout: complete with aluminium edge trims, corner strips and rounded edges to floors	346	SM		
E	100mm high skirting	23	LM		
F	Provide underfelt and fix with approved adhesive as 'Pattex' or other equal and approved.	165	SM		
G	Supply and fix 12mm Thick wall to wall floor executive carpet of approved color with dense yarn: High fade resistance with 100% solution dyed nylon suitable for heavy commercial usage: yarn weight with minimum 1.2kg/m2 and total weight equal orabove 2.5 kg/m2: electrostatic propennsity less than2.0kv: prepare surface and lay complete with underlay as per manufacturers printed instructions allow for and brass knaplocks as necessary or as directed: on cementand sand screed (ms) all to Architect's approval	165	SM		
	Carried to Collection				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Gypsum Ceiling board				
A	Supply and fix 12mm thick Gypsum Ceiling board fixed to 53 x 32 mm U-section galvanized mild steel framework suspended from concrete above with mild steel angle sections, perimeter channels, primary support channels, strap hangers connecting clips, mahogany timber supports etc; butt jointed with scrim joint filler and taped finish; allowing for stepped ceiling areas where necessary; including skimming with gypsum plaster including forming and curved cuttings; all to Architect's detailed drawings	511	SM		
B	Supply and fix 12mm Thick gypsum bulkhead @ 2400 mm High	409	SM		
C	Supply and fix 12mm thick mahogany mdf laminate boards suspended ceiling to I.D details and clients approval	307	SM		
D	Supply and Install 100x25mm decorative cornice to Interior Designer`s details along gypsum ceiling	168	LM		
	Acoustic Ceiling				
E	Supply and fix Fissured acoustic ceiling; 600 x600 x 12 mm Thick panels on exposed grid Aluminium supported with concealed Aluminium `Z` suspension from anchored hooks; both panels and suspension fire rated; panels to have guaranteed sound absorption coefficeint.	34	SM		
	12 mm (minimum) two-coat plaster; 9 mm first coat of cement and sand (1:6), 3 mm second coat of cement and lime putty (1:10); steel trowelled smooth to:				
F	Walls	45	SM		
G	Supply and deliver Executive office desk sapporo size 1.8m and including side return cabinets leathered writing pad and with mobile pedestal drawers to PM'S Office	1	NO		
H	Supply and Deliver Water Dispenser, Standing, Hot, Normal & Cold (3 Taps),With Cabinet, Refrigerator, Silver & Dark(Code MWDT3001BS)with 2 No. 18.5 Litres watter bottles as Keringet	1	NO		
	Carried to Collection				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Wall tiles				
	Backing; cement and sand 1:4 with approved integral dust proofing additive wood floated				
A	15 mm thick to receive ceramic tiles(m/s)	183	SM		
	Ceramic tiles to Saj ceramics or other equal and approved				
B	200 x 600 x 6mm thick Ceramic wall tiles laid in regular pattern fixed with adhesive to rendered surface (m/s) including rounded edge tiles and pointing in white cement mortar	183	SM		
C	200mm wide mosaic boarder tilee	75	LM		
	Painting & Decoration				
	Skimming				
E	Carefully prepare the gypsum surface by sanding and skimming with gysum powder to achieve the smooth surface.	2964	SM		
	Apply three coats of premium quality silk vinyl paint as "Basco Paints - Duracoat" or "Crown Paints" or equal and approved to:-				
F	New Walls	492	SM		
G	Existing Walls	1245	SM		
H	Surfaces of gypsum / Soffits of the slab	1227	SM		
J	Allow a provisional sum of **Kenya shillings One Million** for graphics and assorted decorative 3D African artwork **Note** amount to be expended under instructions of the Project Manager and against measured quantities				
	Carried to Collection				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	COLLECTION				
	Brought forward from page SDIP/8				
	Brought forward from page SDIP/9				
	Brought forward from page SDIP/10				
	TOTAL CARRIED TO SECTION SUMMARY				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	SUMMARY:	Page No.			
1	DEMOLITIONS	SDIP /1			
2	WALLING	SDIP /3			
3	DOORS	SDIP/6			
4	WINDOWS	SDIP /7			
5	FINISHES	SDIP/11			
	Total Amount Carried to Summary				

BILL NO.4

ELECTRICAL INSTALLATION SERVICES

REPUBLIC OF KENYA

PROPOSED OFFICE PARTITIONING FOR STATE DEPARTMENT OF INVESTMENTS PROMOTION AT 14TH FLOOR NSSF BUILDING.

TENDER SPECIFICATIONS AND BILL OF QUANTITIES FOR ELECTRICAL, STRUCTURED CABLING, CCTV , AUDIO VISUALS,DSTV ~~AND ACCESS CONTROL INSTALLATION~~ WORKS

CLIENT
STATE DEPARTMENT FOR INVESTMENTS PROMOTION
NAIROBI

PROJECT MANAGER
WORKS SECRETARY
MINISTRY OF LANDS, PUBLIC
WORKS, HOUSING & URBAN DEVELOPMENT,
STATE DEPARTMENT FOR PUBLIC WORKS,
P.O BOX 30743 – 00100,
NAIROBI

ELECTRICAL ENGINER
CHIEF ENGINEER (ELECTRICAL)
MINISTRY OF LANDS, PUBLIC
WORKS, HOUSING & URBAN DEVELOPMENT,
STATE DEPARTMENT FOR PUBLIC WORKS,
P.O BOX 41191 – 00100,
NAIROBI

ARCHITECT
CHIEF ARCHITECT
MINISTRY OF LANDS, PUBLIC
WORKS, HOUSING & URBAN DEVELOPMENT,
STATE DEPARTMENT FOR PUBLIC WORKS,
P.O BOX 30743 – 00100,
NAIROBI

STRUCTURAL ENGINEER
CHIEF STRUCTURAL ENGINEER
MINISTRY OF LANDS, PUBLIC
WORKS, HOUSING & URBAN DEVELOPMENT,
STATE DEPARTMENT FOR PUBLIC WORKS,
P.O BOX 30743 – 00100,
NAIROBI

QUANTITY SURVYOR
CHIEF QUANTITY SURVEYOR
MINISTRY OF LANDS, PUBLIC
WORKS, HOUSING & URBAN DEVELOPMENT
STATE DEPARTMENT FOR PUBLIC WORKS,
P.O BOX 30743 – 00100,
NAIROBI

MECHANICAL ENGINEER
CHIEF ENGINEER (MECHANICAL (BS))
MINISTRY OF LANDS, PUBLIC
WORKS, HOUSING & URBAN DEVELOPMENT
STATE DEPARTMENT FOR PUBLIC WORKS,
P.O BOX 41191 – 00100,
NAIROBI

FEBRUARY, 2024

TABLE OF CONTENTS

TITLE	PAGE
Contents	i
PART 1: Tendering Procedures	1-2
PART 1I: Work Requirements	
SECTION I: Bill of Quantities	5-27
SECTION II: Specifications	28-87
SECTION III: Technical Schedule	88-90
SECTION IV: Schedule Unit of Rates	91-94
TESTING AND COMMISSIONING	95-101

PART 1 - TENDERING PROCEDURES

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

1. General Provision

Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:

a) For construction turnover or financial data required for each Year-Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established.
b) Value of single Contract-Exchange rate prevailing on the date of the contract signature.
c) Exchange rates shall be taken from the publicly available source identified in the ITT. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.

This section contains the criteria that the Employer shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than specified in this tender document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms. The Procuring Entity should use **the Standard Tender Evaluation Report for Goods and Works** for evaluating Tenders.

Evaluation and contract award Criteria

The Procuring Entity shall use the criteria and methodologies listed in this Section to evaluate tenders and arrive at the Lowest Evaluated Tender. The tender that (i) meets the qualification criteria, (ii) has been determined to be substantially responsive to the Tender Documents, and (iii) is determined to have the Lowest Evaluated Tender price shall be selected for award of contract.

2. Preliminary examination for Determination of Responsiveness

The Procuring Entity will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other requirements in the ITT, and that the tender is complete *in all* aspects in meeting the requirements of *"Part 2–Procuring Entity's Services Requirements"*, including checking for tenders with unacceptable errors, abnormally low tenders, abnormally high tenders and tenders that are front loaded. The Standard Tender Evaluation Report for Goods and Works for evaluating Tenders provides clear guidelines on how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination will be considered irresponsive and will not be considered further.

Electrical Works

S/No	PRELIMINARY EVALUATION CRITERIA / MANDATORY REQUIREMENTS
Electrical Installation Works	
MR1	Company Certificate of incorporation/registration;
MR2	Valid Tax Compliance Certificate;
MR3	Current certificate of Registration with National Construction Authority (NCA 7 and above) in Electrical Installation Works;
MR4	Current and Valid NCA contractor's practicing licence
MR5	Current and Valid Licence with the Energy and Petroleum Regulatory Authority (EPRA) in Class C1

Structured Cabling, CCTV, IPBX and Access Control Installation Works	
MR1	Company Certificate of incorporation/registration;
MR2	Valid Tax Compliance Certificate;
MR3	Current certificate of Registration with National Construction Authority (NCA 7 and above) in Both CCTV/Security Surveillance and Telecommunication and Structured Cabling Installations and Audio Visual Installations;
MR4	Current Annual NCA contractor's Practicing license;
MR 5	Valid Communication Authority registration license as a telecommunication contractor
MR 6	Valid Communication Authority compliance certificate as a telecommunication contractor
MR 7	Manufacturer's Authorization Letter for the CCTV Cameras, NVR, Network Switches and Audio Visual Equipments being offered by the bidder.

TECHNICAL EVALUATION (Electrical, Structured Cabling, CCTV, Audio Visuals, Dstv and Access Control Installation Works).

At this stage technical evaluation shall be done by comparing each tender to the technical requirements in the tender document

Item	Description	YES/NO
1.	**Compliance with Technical Specifications** *(Note: See Compliance to Technical Specifications section on the next page)*	
2.	**Qualification and Experience of Key Personnel**	
	Academic Qualification and Experience (Provide evidence) **a) Director of the firm** • Holder of at least a diploma/degree with 5 years' in any field	
	b) Project Manager • Holder of at least a degree with 5 years' experience in Electrical Engineering field	
	c) At least 3 No artisans • Holder of at least a certificate with 5 years' experience in relevant Engineering field The tenderer **MUST** fill the forms listed below in the format provided and attach the necessary qualification certificates: 1. Form PER - 1 Contractor's Representative and Key Personnel Schedule 2. Form PER - 2 Resume and Declaration - Contractor's Representative and Key Personnel.	
3.	**Experience of the firm in similar services: Electrical/CCTV/Structured Cabling/Access Control Installation Works/** a) Provide Three (3No.) projects of similar nature, complexity and magnitude) between the Period 2018 – 2022: **(Provide evidence)** The tenderer **MUST** fill the forms listed below in the format provided 1. Form EXP – 3.4 Current contract commitments/works in progress 2. Form EXP – 4.1 General Construction and contract Experience 3. Form EXP – 4.2.a Specific and Contract Management Experience 4. Form EXP – 4.2.b Construction Experience and Key Activities	

Item	Description	YES/NO
4.	**Adequacy of tools and equipment** The tenderer ***must*** show proof of ownership or leasing of the following equipment: - a) **Relevant Transport (at least 3No.)** • Means of transport b) **Relevant Equipment (at least 3No.)** ***Electrical Works*** • Phase Sequence meter; • Earth loop impedance Tester; • Earth resistance tester; • Insulation resistance tester; • Clamp meter/multimeter; ***Data and Voice Installation Works*** • Cable Qualification tester • Impact punch down tool; • Cable stripper; • Crimping tools; • Probe pics The tenderer **MUST** fill the forms listed below in the format provided. **1.** Form EQU: Equipment	
	QUALIFIED YES / NO	

COMPLIANCE TO TECHNICAL SPECIFICATIONS

Tenderers shall submit offers that comply with the requirements of the tendering documents, including the basic technical design as indicated in the Drawings and Specifications.
Tenderers shall be required;

a) On compliance with Technical Specifications, bidders shall supply equipment/items that comply with the technical specifications set out in the bid document. In this regard, the bidders will be required to submit relevant technical brochures/catalogues with the tender document, highlighting (using a mark-pen or highlighter) the Catalogue Number/model of the proposed items. Such brochures/catalogues should indicate comprehensive relevant data of the proposed equipment/items which should include but not limited to the following:
   (i) Standards of manufacture;
   (ii) Performance ratings/characteristics/ features;
   (iii) Material of manufacture;
   (iv) Electrical power ratings; and
   (v) All other requirements as indicated in the technical specifications of the bid.

The bid will then be analyzed, using the information in the technical brochures, to determine compliance with key technical specifications for the works/items as indicated in the tender document.

The tenderer shall fill in the Technical Schedule as specified in the tender document for Equipment and Items indicating the Model/Make/Manufacturer and catalogue numbers of the Items/Equipments they propose to supply.

Bidders not complying with any of the key technical specifications shall be considered noncompliant to the technical specifications while those meeting all the key technical specifications shall be considered compliant.

Compliance in this section shall be as shown below:

Description	COMPLIANT / NON-COMPLIANT
Compliance with Technical Specifications ***(Note:*** ***1) Tender Evaluation Committee to evaluate compliance to all technical specifications for all the Electrical Services Installation Works as detailed in the Particular specifications of this document*** ***2) Bidders who do not highlight catalogue number and model of the proposed items shall be considered non-compliant.*** ***3) Non-compliance to any of the specifications shall render the whole system non-compliant***	

PART II - WORKS REQUIREMENTS

SECTION I - BILLS OF QUANTITIES

1. The Bills of Quantities form part of the contract documents and are to be read in conjunction with the contract drawings and general specifications of materials and works.

2. The prices quoted shall be deemed to include for all obligations under the sub-contract including but not limited to supply of materials, labour, delivery to site, storage on site, installation, testing, commissioning and all taxes (including **16% VAT** and all taxes applicable at the time of tender.)

3. All prices omitted from any item, section or part of the Bills of Quantities shall be deemed to have been included to another item, section or part.

4. The brief descriptions of the items given in the Bills of Quantities are for the purpose of establishing a standard to which the sub-contractor shall adhere to. Otherwise alternative brands of **equal** and **approved** quality will be accepted.

   Should the sub-contractor install any material not specified here-in before receiving **approva**l from the Project Manager, the sub-contractor shall remove the material in question and, **at his own cost**, install the proper material.

5. The grand total of prices in the price summary page must be carried forward to the **Form of Tender**.

6. Tenderers must enclose, together with their submitted tenders, detailed coloured manufacturer's Brochures detailing Technical Literature and specifications on all the equipment they intend to offer.

PROPOSED PARTITIONING OF OFFICES AT 14TH FLOOR NSSF FOR S.D.I BOQ.					
ELECTRICAL INSTALLATION WORKS					
BILL NO.1: SUB-CONTRACT PRELIMINARIES					
ITEM	**DESCRIPTION**	**UNIT**	**QTY**	**RATE**	**TOTAL**
				KShs.	**KShs.**
1.01	Samples and materials generally clause - The Sub contractor shall, when required, provide for approval at no extra cost, samples of all materials to be incorporated in the works. Such samples, when approved, shall be retained by the Engineer and shall form the standard for all such materials incorporated.	Item	1		
1.02	Bills of quantities clause - All the Quantities are based on the Contract Drawings and are provisional and they shall not be held to gauge or to limit the amount or description of the work to be executed by the Sub- contractor but the value thereof shall be deducted from the Sub-contract Sum and the value of the work ordered by the Engineer and executed there under shall be measured and valued by the Engineer in accordance with the contract. All work liable to adjustment under this Sub-contract shall be left uncovered for a reasonable time to allow measurements needed for such adjustment to be taken by the Quantity Surveyor or Engineer. Immediately the work is ready for measuring the Sub- contractor shall give notice to the Quantity Surveyor or Engineer to carry out measurements before covering up. If the Sub-contractor shall make default in these respects he shall, if the Architect so directs, uncover the work to enable the necessary measurements to be taken and afterwards reinstate at his own expense.	Item	1		
1.03	Setting to work and regulating system clause- No testing or commissioning shall be undertaken except in the presence of and to the satisfaction of the Engineer unless otherwise stated by him (Sub-contractor's own preliminary and proving tests excepted). It will be deemed that the Sub-contractor has included in the Sub-contract Sum for the costs of all fuel, power, water and the like, for testing and commissioning as required.	Item	1		
	Sub Total carried to next page				

BILL NO.1 CONT'D - SUB-CONTRACT PRELIMINARIES					
ITEM	**DESCRIPTION**	**UNIT**	**QTY**	**RATE**	**TOTAL**
				KShs.	**KShs.**
	Sub-Total B/F from Previous Page				
1.04	Setting to work and regulating system clause- No testing or commissioning shall be undertaken except in the presence of and to the satisfaction of the Engineer unless otherwise stated by him (Sub-contractor's own preliminary and proving tests excepted). It will be deemed that the Sub-contractor has included in the Sub-contract Sum for the costs of all fuel, power, water and the like, for testing and commissioning as required.	Item	1		
1.05	Identification of plant components clause - Sub-contractor shall supply and fix identification labels to all plant, starters, switches and items of control equipment etc with white traffolyte or equal labels engraved in red lettering denoting its name, function and section controlled.	Item	1		
1.06	Working drawings clause - Sub-contractor shall prepare such Working Drawings as may be necessary. The Working Drawings shall be complete in such detail not only that the Sub-contract Works can be executed on site but also that the Engineer can approve the Sub-contractor's proposals, detailed designs and intentions in the execution of the Sub-contract Works.	Item	1		
1.07	Records Drawings (As Installed) and instructions clause - Record Drawings, will be subject to the approval of the Engineer, include approved Working Drawings adjusted as necessary and certified by the Sub-contractor as a correct record of the installation of the Sub-contract Works.	Item	1		
1.08	Maintenance Manual clause - Upon Practical Completion of the Sub-contract Works, the Sub-contractor shall furnish the Engineer four copies of a Maintenance Manual relating to the installation forming part of all of the Sub- contract Works.	1	Item		
	Sub Total carried to next page				

BILL NO.1 CONT'D - SUB-CONTRACT PRELIMINARIES					
ITEM	**DESCRIPTION**	**UNIT**	**QTY**	**RATE**	**TOTAL**
				KShs.	**KShs.**
	Sub-Total B/F from Previous Page				
1.09	Hand over clause - The Sub-contract Works shall be considered complete and the Maintenance and Defects Liability Period shall commence only when the Sub-contract Works and supporting services have been tested, commissioned and operated to the satisfaction of the Engineer and officially approved and accepted by the Employer, provided always that the handing over of the Sub- contract Works shall be coincident with the handing over of the Main Contract Works.	1	Item		
1.10	Testing and inspection - manufactured plant clause - The Engineer reserves the right to inspect and test or witness of all manufactured plant equipment and materials. The right of the Engineer relating to the inspection, examination and testing of plant during manufacture. Sub-contractor shall give two weeks' notice to the Engineer of his intention to carry out any inspection or tests and the Engineer or his representative shall be entitled to witness such tests and inspections	1	Item		
1.11	Initial Maintenance Clause - The sub-contractor shall make routine maintenance once a month during the liability for the Defects Period and shall carry out all necessary adjustments and repairs, cleaning and oiling of moving parts. A monthly report of the inspection and any works done upon the installation shall be supplied to the Engineer. Shall allow in the sub-contract Sum of the initial maintenance, inspection and break-down service	Item	1		
	Sub Total carried to next page				

BILL NO.1 CONT'D - SUB-CONTRACT PRELIMINARIES					
ITEM	**DESCRIPTION**	**UNIT**	**QTY**	**RATE**	**TOTAL**
				KShs.	**KShs.**
	Sub-Total B/F from Previous Page				
1.12	Supervision by Engineer and site meetings clause - A competent Project Engineer appointed by the Chief Engineer as his representative shall supervise the Contract works. The Project Engineer shall be responsible for issuing all the site instructions in any variations to the works. Any instructions given verbal shall be confirmed in writing. The Sub Contractor shall in his tender allow for the provision of management meetings and site inspections, as instructed by the Engineer, and also profit and attendance on these funds. The funds shall be expended according to Project Manager's instructions to the Contractor.	Item	1	150,000	
1.13	Allow for Taxes, Profit and Attendance for the Item above				
	Total for Sub-Contract Preliminaries C/F to Summary Page				

BILL NO. 2: SCHEDULE 1: ELECTRICAL INSTALLATION WORKS					
ITEM	**DESCRIPTION**	**UNIT**	**QTY**	**RATE**	**TOTAL**
				KShs.	**KShs.**
	Supply, Install, Test and commission the following:				
	LIGHTING POINTS				
1.01	Lighting point wired in 3x1.5mm2 SC-PVC-Cu cables drawn in 20mm diameter HG PVC conduits concealed inside the ceiling complete with all necessary accessories excluding switches and fittings for one way and two way switching				
	i) One way switching	No.	142		
	ii) Two way switching	No.	11		
1.02	10A moulded ivory switch plates as Crabtree or approved equivalent as follows:				
	i) One gang one way switch	No.	17		
	ii) One gang two way switch	No.	8		
	ii) Two gang two way switch	No.	3		
	LIGHTING FITTINGS				
1.03	Light fittings complete with all accessories and lamps as follows:-				
	a) 600mmx600mm, 42 W, 3900lm, 6500K, Safety Class II, IP20/IP44 recessed LED luminaire, Electrical connection via push wire terminal blocks as Philips or equal and approved equivalent.(Type E)	No.	12		
	b)5W, 350lm, 6500K Daylight Circular Recessed LED downlight as Philips Essential Downlight or equal and approved equivalent **(Type D4)**	No.	46		
	c.)13W, 1100lm LED downlight, suitable for recessed installation in standard ceiling as Thorn D-Co LED or approved equivalent. **(Type D3)**	No	29		
	d.)20W Splashproof LED Ceiling light silver trim / Warm LED **(Type D2)**	No.	6		
	e) 22.5W,2100lm, 4000K, Cool white LED circular edge lit panel as Thorn OMEGA C LED or equal and approved equivalent. **(Type D)**	No.	9		
	Sub-Total carried forward to the next Page				

BILL NO. 2: SCHEDULE NO.1 CONT'D - THIRD FLOOR ELECTRICAL INSTALLATION WORKS					
ITEM	**DESCRIPTION**	**UNIT**	**QTY**	**RATE**	**TOTAL**
				KShs.	**KShs.**
	Sub-Total Brought Forward Previous Page				
	g) 35W Modern LED infinite loop Pendant	No.	4		
	h) 24W,2200lm, 4000K, Cool white LED circular edge lit panel as Thorn OMEGA C LED/Phillips or equal and approved equivalent. (D1)	No.	50		
	i.) Strip lighting 4000K LED, 10W/m, 870 lm/m	Lm	50		
	j) Self-contained double sided EXIT sign with 8W LED lamp for non-maintained emergency lighting for 3 hour duration as Sapphire or approved equivalent.	No.	3		
	SOCKET OUTLETS				
1.04	i)Socket outlet point comprising wiring in 3x2.5mm2 PVC-SC-Cu cables in concealed in trunking/in conduit.	No.	82		
	ii) 13A switched twin socket outlet mounted on trunking as Crabtree or approved equivalent	No	82		
1.05	**CCTV POINTS**				
	CCTV points appoximately 30m for each point from the communication room done in 25mmsq. Size conduits concealed inside ceiling	No	5		
	Sub-Total carried forward to the next Page				

BILL NO. 2: SCHEDULE NO.1 CONT'D - THIRD FLOOR ELECTRICAL INSTALLATION WORKS					
ITEM	**DESCRIPTION**	**UNIT**	**QTY**	**RATE**	**TOTAL**
				KShs.	**KShs.**
	Sub-Total Brought Forward Previous Page				
1.05	**Data Points** approximately 15m for each point done in 25mm sq. size conduits concealed inside ceilinng	No	59		
1.06	**Access Points** approximately 15m for each point done in 25mm sq. size conduits concealed inside ceilinng	No	9		
1.07	**Cooker Unit power point** comprising wiring in 3x6mm2 PVC/SC/CU cables drawn in 32mm diameter HG/PVC conduit complete with all necessary accessories	No.	1		
1.08	45A DP Cooker Control Unit with 13A integral Socket Outlet and Pilot Lamp marked 'As Per Application' for item above as MK, MEM or approved equivalent	No.	1		
1.09	Cooker Connection Unit for flush mounting and wired from Cooker Control Unit.	No.	1		
1.10	**Air Conditioner point** comprising wiring drawn in 3x4.0 mm2 PVC-SC-CU cables in concealed 25mm Diameter HG PVC conduits/trunking complete with all accessories but excluding the D.P switch	No.	5		
1.11	**Undersink Water Heater point** comprising wiring drawn in 3x4.0 mm2 PVC-SC-CU cables in concealed 25mm Diameter HG PVC conduits/trunking complete with all accessories but excluding the D.P switch	No	1		
1.12	**Instant Shower point** comprising wiring drawn in 3x4.0 mm2 PVC-SC-CU cables in concealed 25mm Diameter HG PVC conduits/trunking complete with all accessories but excluding the D.P switch	No.	1		
1.13	20A DP Control Switch marked 'As Per Application' with neon light and cord outlet for item above as MK, Crabtree or approved equivalent.	No.	7		
	Sub-Total carried forward to the next Page				

BILL NO. 2: SCHEDULE NO.1 CONT'D - THIRD FLOOR ELECTRICAL INSTALLATION WORKS					
ITEM	**DESCRIPTION**	**UNIT**	**QTY**	**RATE**	**TOTAL**
				KShs.	**KShs.**
	Sub-Total Brought Forward Previous Page				
	TELEVISION				
1.14	TV outlet point wired in 75 Ohms Screened Coaxial TV cables drawn in concealed 20mm diameter HG/PVC conduits and linked to the outside through the roof space (to the amplifier) via telephone draw in boxes.	No.	5		
	a) TV outlet plate with polished brass finish as Crabtree or approved equivalent	No	5		
	b) Dual HDMI Outlet faceplate	No	5		
	OTHER POINTS				
1.15	**Hand dryer point** comprising wiring drawn in 3x4,0 mm2 PVC-SC-CU cables in concealed 25mm Diameter HG PVC conduits/trunking complete with all accessories but excluding the D.P switch	No.	2		
1.16	20A, unswitched fused spur DP control switch with neon light and cord outlet for item above as MK or approved equivalent	No.	1		
	POWER DISTRIBUTION				
1.17	12 Ways TPN, surface mounted Distribution board complete with 125A integral TPN isolator as SCHNEIDER or approved equivalent complete with all accessories but excluding MCBs.	No.	2		
1.18	MCB's for above items:-				
	i) 10A, SP	No.	6		
	ii) 32A, SP	No.	10		
	iii) 45A, SP	No.	1		
1.19	2 compartment floor Box c/w 2No. TWIN switched socket outlets, 2No. Cat 6A RJ45 DUAL data outlets with self closing lid and all other accessories as Legrand/MK white standard finish.				
	Sub-Total carried forward to the next Page				

BILL NO. 2: SCHEDULE NO.1 CONT'D - THIRD FLOOR ELECTRICAL INSTALLATION WORKS					
ITEM	**DESCRIPTION**	**UNIT**	**QTY**	**RATE**	**TOTAL**
				KShs.	**KShs.**
	Sub-Total Brought Forward Previous Page				
1.20	**TRUNKING** 200x50mm two compartment powder coated steel trunking manufactured in 14 swg galvanized mild steel sheet and finished in cream powder coating to details shown complete with covers, bends and all fixing accessories. The trunking to be angular section. Allow for colour change to Architect's detail.	Lm.	150		
	a)Powder coated twin punched outlet plate for fixing twin socket outlets	No	44		
	b)Ditto but for data/telephone outlets	No	18		
	c)Carry out bonding throughout the entire length of the above trunking and connect to earthing	Item	1		
1.21	**FIRE ALARM SYSTEM** **Fire alarm control panel** power points comprising wiring in 3 x 2.5mm² PVC/SC CU cables drawn in 25mmØ concealed HG PVC conduits including all conduit accessories but excluding plates	No.	1		
	20A, unswitched fused spur DP control switch with neon light and cord outlet for item above as MK or approved equivalent	No.	1		
	i) Supply and install 1 Loop 230VAC control fully addressable fire alarm control panel unit with a minumum of 32 addresses per loop c/w a minimum rated 17Ah stand by battery, power supply module and battery backup.	No.	1		
	ii) Firealarm outlet point comprising wiring in 2x1.5mm2 special fire resistant-SC-Cu cables in 20mm diameter HG conduits in concealed in the ceiling	No.	26		
	iii) Addressable Photoelectric Smoke Detector as Menvier or Approved Equivalent	No.	23		
	iii) Addressable Photoelectric Heat Detector as Menvier or Approved Equivalent	No.	1		
	iv) Addressable Manual Fire Alarm 'Break Glass' call points as MENVIER or approved equivalent.	No.	2		
	Sub-Total carried forward to the next Page				

BILL NO. 2: SCHEDULE NO.1 CONT'D - THIRD FLOOR ELECTRICAL INSTALLATION WORKS					
ITEM	**DESCRIPTION**	**UNIT**	**QTY**	**RATE**	**TOTAL**
				KShs.	**KShs.**
	Sub-Total Brought Forward Previous Page				
	v) Addressable Electronic Fire Alarm sounder complete with Red Flashing beacon as MENVIER or approved equivalent.	No.	2		
	vi) Complete earthing and bonding to the installations to IEE regulations	Item	1		
	vii) Allow for testing and commissioning of the complete the installation	Item	1		
	SUB-MAIN CABLING				
1.22	25 mm sq. 5 Core PVC/SC/CU copper cable complete with 50mm diameter PVC ducts from the Main LV Switchboard to distribution board 'A' on the Third Floor	Lm	35		
1.23	100A TPN MCB for protection of above cable	No.	1		
	TOTAL FOR THIRD FLOOR ELECTRICAL WORKS C/F TO SUMMARY PAGE				

BILL NO. 3 -SCHEDULE 1: STRUCTURED CABLING INSTALLATION WORKS					
ITEM	**DESCRIPTION**	**UNIT**	**QTY**	**RATE**	**TOTAL**
				KShs.	**KShs.**
	Supply, Install, test and Commission the following				
	HORIZONTAL CABLING				
1.01	RJ45 cat 6 UTP (Dual) Data and voice outlets complete with faceplates and labelling system as Siemons or its equal and approved equivalent	No.	59		
1.02	3m RJ45- RJ45 Cat 6 UTP factory terminated patch cord as Siemons for use at workstation areas	No.	59		
1.03	1m, RJ45- RJ45 cat 6 UTP factory terminated patch cord as Siemons to be used in cabinet.	No.	59		
1.04	Cat 6 UTP 4-pair screened cable as Siemons pulled between cabinet and work stations.	Lm.	2360		
1.05	**CABINETS**				
	a) 42U Freestanding (600x800) cabinet with low noise (low dB) fans and power outlet sockets, as described in particular specifications	No.	1		
	b) 18U Wall/ground Mounted cabinet with low noise (low dB) fans and power outlet sockets, as described in particular specifications	No.	1		
1.06	24 port RJ45 cat 6 patch panel for UTP termination as Siemon.	No.	3		
1.07	Cable Manager	No.	8		
1.08	3000VA Rack Mount,un-interupted power supply unit (UPS) with USB and Serial Port as APC or equal and approved equivalent	No	1		
	Sub-Total Brought Forward Previous Page				

ITEM	DESCRIPTION	UNIT	QTY	RATE KShs.	TOTAL KShs.
	Sub-Total carried forward to the next Page				
	ACTIVE COMPONENTS				
1.09	48 Port Edge Switch Complete with 24 x 10/100/1000G Base T, SFP + 4 x SFP/10/100/1000G uplink ports as Cisco Catalyst C9300-48U-E or equal and approved equivalent.	No.	1		
1.10	24 Port Edge Switch Complete with 24 x 10/100/1000G Base T, SFP + 4 x SFP/10/100/1000G uplink ports as Cisco Catalyst C9300-24P-E or equal and approved equivalent.	No.	1		
1.11	Wireless Access point , versatile, high-performance wireless solution that supports t 802.11ac Wave 2 wireless connectivity, as Cisco Aironet 1800 Wireless Access Point or approved equivalent	No.	4		
	BACKBONE CABLING				
1.12	SC-SC fibre patch cord Complete with connectors	No.	4		
1.13	24 Port fibre optic patch panel	No.	1		
1.14	SFP fibre modules as CISCO or approved equivalent	No.	8		
1.15	8 Core Multimode outdoor fibre optic cable complete with connectors	LM	150		
1.16	Programming,testing and commissioning	Item	1		
1.17	Any other items required; i) ii) iii)				
	TOTAL FOR STRUCTURED CABLING WORKS C/F TO SUMMARY PAGE				

BILL NO. 3 -SCHEDULE 3: ACCESS CONTROL INSTALLATION WORKS					
ITEM	**DESCRIPTION**	**UNIT**	**QTY**	**RATE**	**TOTAL**
				KShs.	**KShs.**
	Supply, install, test and commission the following items :				
	CONTROL PANEL				
3.01	Access Control Module complete with Integrated Power Supply and batteries as specified in Particular Specifications as Impro IPS Combo Cluster box or approved equivalent.	No.	1		
3.02	Door Controller Module as Impro Weigand Reader Module	No.	5		
	READERS				
3.03	Multi-Discipline Reader, 125kHz & 13.56MHZ Reader, Wiegand Interface, Second Edition with pigtail as Impro or equal and approved equivalent	No.	9		
3.04	Door Exit switch	No.	11		
3.06	Emergency Break Glass	No.	9		
	ELECTOMAGNETIC LOCK				
3.07	An Electromagnetic Lock of 600Kg Force complete with installation accessories, door closure & power supply as described in particular specification or equal and approved equivalent.	No.	9		
3.05	Override Key switch	No.	9		
	CARDS AND CABLES				
3.08	Proximity Cards with the individual employee's name	No.	25		
3.09	Mylair cable for access control system (approximately 70m). This is provisional length.	Lm.	3850		
3.10	1 sq. mm cable for wiring door exit switches	Lm.	70		
	Sub-Total carried forward to the next Page				

BILL NO. 3: SCHEDULE NO.3 CONT'D - ACCESS CONTROL INSTALLATION WORKS					
ITEM	**DESCRIPTION**	**UNIT**	**QTY**	**RATE**	**TOTAL**
				KShs.	**KShs.**
	Sub-Total Brought Forward Previous Page				
3.11	Programming, testing and commissioning.	Lot.	1		
3.12	Any other items required i) ii) iii)				
	TOTAL FOR ACCESS CONTROL WORKS C/F TO SUMMARY PAGE				

BILL NO. 4: SCHEDULE 1: CCTV INSTALLATION WORKS					
ITEM	**DESCRIPTION**	**UNIT**	**QTY**	**RATE**	**TOTAL**
				KShs.	**KShs.**
	Supply, install, test and commission the following :- **CAMERAS** Supply, Install, Test and commission the following:				
1.01	Indoor Dome Camera with installation Accessories as Pelco or equal and approved equıvalent	No	5		
1.02	Cat 6-E, 4 pair STP terminated in RJ 45 as appropriate and drawn in new conduits and trunking.	LM	150		
1.03	24 port RJ45 cat 6 Data patch panel for UTP termination as Siemon.	No.	1		
1.04	2U Cable Manager	No.	1		
1.05	1m, RJ45- RJ45 cat 6 UTP factory terminated patch cord as Siemons to be used in cabinet.	No.	5		
	Recording Devices				
1.06	24 Channel IP Network Video Recorder RACK MOUNT as Wisenet or equal and approved equivalent	No	1		
1.07	IP Surveillance Central Management software for viewing and Recording live video of premises for all 22 Cameras with option for remote recording and Viewing Live and Map monitoring simultaneously, System events log messaging, Alarm Monitoring, Device Management Upto 16 simulteneous videos playback.	Item	1		
1.08	LCD LED panel display 43",4K Resolution, 2xHDMI input, Component video input, composite video input, S-video input, VGA input,VGA output and composite video output, USB Ports c/w mounting brackets and necessary accessories as Sony/LG or an equal and approved equivalent	No	1		
	Sub-Total carried forward to the next Page				

BILL NO.4: SCHEDULE NO.1 CONT'D - CCTV INSTALLATION WORKS					
ITEM	**DESCRIPTION**	**UNIT**	**QTY**	**RATE**	**TOTAL**
				KShs.	**KShs.**
	Sub-Total Brought Forward Previous Page				
1.09	4TB SATA Hard Disk, 6GBps 128MB Cache SATA Hard Drive as Toshiba, Seagate or equal and approved equivalent	No.	2		
	TOTAL FOR CCTV WORKS C/F TO SUMMARY PAGE				

BILL NO. 5 -SCHEDULE 1: TELECONFERENCING INSTALLATION WORKS					
ITEM	**DESCRIPTION**	**UNIT**	**QTY**	**RATE**	**TOTAL**
				KShs.	**KShs.**
	Supply, install, test and commission the following items :				
1.01	85" 4K Ultra HD Smart TV with video conferencing capabilities complete with mounting brackets and all other necessary accessories as approved by Engineer	No.	1		
1.02	Mobile Stand for the above item	No.	1		
1.03	4x2 4K Seamless Multiview Presentation 1 No Switcher with Wireless BYOD Complte with Wireless Dongle USB-A, Type C & HDMI	No.	1		
1.04	Table Box with HDMI(2), USB-A(3), USB(Type-1 No C), RJ-45, VGA+Audio, Power Plug	No.	1		
1.05	Allow for fitting of the item above(1.03) on the existing furniture	Item	1		
1.06	1080p, Plug & Play 1 No Video Conferencing Kit with PTZ Camera & Speakerphone	No.	1		
1.07	RCF AM 2160 Audio Mixer/ Amplifier -160w	No.	1		
1.08	RCF HDL6A-Line Array Active Loudspeakers system with Wall Brackets	No.	1		
1.09	RCF PL8X Ceiling Loudspeakers	No.	4		
1.10	Gooseneck Microphone	No.	7		
1.10	Wireless Microphones	No.	2		
1.11	Medium laser presentation pointer	No.	1		
1.12	Assorted AV Cables for proper functioning of the system	No.	1		
	Sub-Total carried forward to the next Page				

BILL NO. 5: SCHEDULE NO.1 CONT'D - TELECONFRENCING INSTALLATION WORKS					
ITEM	**DESCRIPTION**	**UNIT**	**QTY**	**RATE**	**TOTAL**
				KShs.	**KShs.**
	Sub-Total Brought Forward Previous Page				
1.13	Smartdesk Core i7, Memory: 16GB DDR3 RAM Internal Storage: 1 TB 7.2K RPM DVD: LAN: Dual Port Gigabit Ethernet, Chassis: Tower Monitor: 24 inch or large with minimum display resolution of 2560 x 1440 Operating System: Windows, Peripherals: Keyboard, Optical Mouse, Warranty: 03 Years Laptop Computers c/w software	No.	1		
1.14	HDMI cable 20m	No.	1		
1.15	Any other items required i) ii) iii)	Item	1		
	TOTAL FOR TELECONFERENCING WORKS C/F TO SUMMARY PAGE				

BILL NO. 6 -SCHEDULE 1: DIGITAL SATELITTE TELEVISION (DSTV) INSTALLATION WORKS					
ITEM	**DESCRIPTION**	**UNIT**	**QTY**	**RATE**	**TOTAL**
				KShs.	**KShs.**
	Supply, install, test and commission the following items :				
1.01	Digital antennae satellite dish with LNB and support at roof including wiring to head end equipment in RG6 outdoor cable	No.	1		
1.02	30 dB gain, indoor distribution amplifier complete with 240 volts DC 9 watts Amps power supply as ALCAD or equal and approved.	No.	1		
1.03	12 output shielded splitter loss less than 2 dB as ALCAD or or equal approved	No.	2		
1.04	RG11 coaxial external armoured cable as ASTEL or equal and approved (black)	Lm.	40		
1.05	Floor distribution cable 75-Ohm as RG6 ASTEL internal cable or equal and approved (White)	Lm.	150		
1.06	5 AMP High voltage guard as sollatec	No.	1		
1.07	Security lock box	No.	1		
1.08	DSTV Decorder, including fully paid multipoint subscription fully paid for 6months	No.	1		
	TOTAL FOR DSTV WORKS C/F TO SUMMARY PAGE				

BILL NO. 7: SCHEDULE NO. 1: PROJECT MANAGER'S STATIONERY					
ITEM	**DESCRIPTION**	**UNIT**	**QTY**	**RATE**	**AMOUNT**
				KShs.	**KShs.**
1.01	Photocopying Papers size A4 80g/cm2 white	Ream	15		
1.02	Photocopying Papers size A3,80g/cm2 white	Ream	2		
1.03	Office Stepler as Kangaroo	No.	4		
1.04	Letterhead quality paper as CONQUERER or equal and approved blue 80g/cm3	Ream	2		
1.05	A4 size translucent PVC covers as KATKO or approved equivalent, 100 sheets blue in colour and 0.2mm thick	Pkts	2		
1.06	A4 size Embossed covers as KATKO or approved equivalent, 100 sheets blue in colour	Pkts	2		
1.07	22mm diameter spiral binders black in colour	Roll	2		
	TOTAL FOR STATIONERY C/F TO SUMMARY PAGE				

SUMMARY PAGE

ITEM	DESCRIPTION	AMOUNT (Kshs.)
A.	BILL NO.1: SUB-CONTRACT PRELIMINARIES	
B.	BILL NO. 2: SCHEDULE 1: ELECTRICAL INSTALLATION WORKS	
D.	BILL NO. 3 -SCHEDULE 1: STRUCTURED CABLING INSTALLATION WORKS	
F.	BILL NO. 3 -SCHEDULE 3: ACCESS CONTROL INSTALLATION	
G.	BILL NO. 4: SCHEDULE 1: CCTV INSTALLATION WORKS	
H.	BILL NO. 5 -SCHEDULE 1: TELECONFERENCING INSTALLATION WORKS	
I.	BILL NO. 6 -SCHEDULE 1: DIGITAL SATELITTE TELEVISION (DSTV) INSTALLATION WORKS	
J.	BILL NO. 7: SCHEDULE NO. 1: PROJECT MANAGER'S STATIONERY	
K.	CONTINGENCY SUM	500,000
	TOTAL FOR ELECTRICAL INSTALLATION WORKS CARRIED FORWARD TO MAIN SUMMARY PAGE	

Amount of tender in words:

Kenya Shillings.....

SECTION II - SPECIFICATIONS

Notes for preparing Specifications

1. Specifications must be drafted to present a clear and precise statement of the required standards of materials, and workmanship for tenderers to respond realistically and competitively to the requirements of the Procuring Entity and ensure responsiveness of tenders. The Specifications should require that all materials, plant, and other supplies to be permanently incorporated in the Works be new, unused, of the most recent or current models, and incorporating all recent improvements in design and materials unless provided otherwise in the Contract. Where the Contractor is responsible for the design of any part of the permanent Works, the extent of his obligations must be stated.

2. Specifications from previous similar projects are useful and may not be necessary to re-write specifications for every Works Contract.

3. There are considerable advantages in standardizing **General Specifications** for repetitive Works in recognized public sectors, such as high ways, urban housing, irrigation and water supply. The General Specifications should cover all classes of workmanship, materials and equipment commonly involved in constructions, although not necessarily to be used in a particular works contract. Deletions or addenda should then adapt the General Specifications to the particular Works.

4. Care must be taken in drafting Specifications to ensure they are not restrictive. In the Specifications of standards for materials, plant and workmanship, existing Kenya Standards should be used as much as possible, otherwise recognized international standards may also be used.

5. The Procuring Entity should decide whether technical solutions to specified parts of the Works are to be permitted. Alternatives are appropriate in cases where obvious (and potentially less costly) alternatives are possible to the technical solutions indicated in tender documents for certain elements of the Works, taking into consideration the comparative specialized advantage of potential tenderers.

6. The Procuring Entity should provide a description of the selected parts of the Works with appropriate reference to Drawings, Specifications, Bills of Quantities, and Design or Performance criteria, stating that the alternative solutions shall be at least structurally and functionally equivalent to the basic design parameters and Specifications.

7. Such alternative solutions shall be accompanied by all information necessary for a complete evaluation by the Procuring Entity, including drawings, design calculations, technical specifications, breakdown of prices, proposed construction methodology, and other relevant details. Technical alternatives permitted in this manner shall be considered by the Procuring Entity each on its own merits and independently of whether the tenderer has priced the item as described in the Procuring Entity's design included with the tender documents.

A. GENERAL SPECIFICATIONS

1.1 General

1.2 Standard of Materials

1.3 Workmanship

1.4 Procurement of Materials

1.5 Shop Drawings

1.6 Record Drawings

1.7 Regulations and Standards

1.8 Setting out Works

1.9 Position of Electrical Plant and Apparatus

1.10 M.C.B Distribution Panels and Consumer Units

1.11 Fused Switchgear and Isolators

1.12 Conduits and Conduit Runs

1.13 Conduit Boxes and Accessories

1.14 Labels

1.15 Earthing

1.16 Cables and Flexible Cords

1.17 Armoured PVC Insulated and Sheathed Cables

1.18 Cable Supports; Markers and Tiles

1.19 PVC Insulated Cables

1.20 Heat Resisting Cables

1.21 Flexible Cords

1.22 Cable Ends and phase Colours

1.23 Cable Insulation Colours

1.24 Sub-circuit Wiring

1.25 Space Factor

1.26 Insulation

1.27 Lighting Switches

1.28 Sockets and Switched sockets

1.29 Fused Spur Boxes

1.30 Cooker Outlets

1.31 Connectors

1.32 Lamp holders

1.33 Lamps

1.34 lighting Fittings Street lighting Lanterns

1.35 Position of Points and Switches

1.36 Street/Security Lighting Columns

1.37 Timing Control Switch

1.38 Wiring System for Street Lighting

1.39 Metal control Pillar

1.40 Current Operated Earth leakage circuit breaker

1.41 MV Switchboard

1.42 Steel Conduits and Steel Trunking

1.43 Testing on Site

1.1. GENERAL

This specification is to be read in conjunction with the drawings which are issued with it. Bills of quantities shall be the basis of all additions and omissions during the progress of the works.

1.2. STANDARD OF MATERIALS

Where the material and equipment are specifically described and named in the Specification followed by approved equal, they are so named or described for the purpose of establishing a standard to which the sub-contractor shall adhere.

Should the Sub-contractor install any material not specified herein before receiving approval from the proper authorities, the Engineer shall direct the Sub-contractor to remove the material in question immediately. The fact that this material has been installed shall have no bearing or influence on the decision by the Engineer.

All materials condemned by the Engineer as not approved for use, are to be removed from the premises and suitable materials delivered and installed in their place at the expense of the Sub-contractor. All materials required for the works shall be new and the best of the respective kind and shall be of a uniform pattern.

1.3. WORKMANSHIP

The workmanship and method of installation shall conform to the best standard practice. All work shall be performed by a skilled tradesman and to the satisfaction of the Engineer. Helpers shall have qualified supervision.

Any work that does not in the opinion of the Engineer conform to the best standard practice will be removed and reinstated at the Sub-contractors expense.

Permits, Certificates or Licenses must be held by all tradesmen for the type of work; in which they are involved where such permits, certificates or licenses exist under Government legislation.

1.4. PROCUREMENT OF MATERIALS

The sub-contractor is advised that no assistance can be given in the procurement or allotment of any materials or products to be used in and necessary for the construction and completion of the work.

Sub-contractors are warned that they must make their own arrangements for the supply of materials and/or products specified or required.

1.5. SHOP DRAWINGS

Before manufacture or Fabrication is commenced the sub-contractor shall submit Two copies of detailed drawings of all control pillars, meter cubicles, medium voltage switchboards including their components showing all pertinent information including sizes, capacities, construction details, etc, as may be required to determine the suitability of the equipment for the approval of the Engineer. Approval of the detailed drawings shall not relieve the sub-contractor of the full responsibility of errors or the necessity of checking the drawings himself or of furnishing the materials and equipment and performing the work required by the plans and specifications.

1.6. RECORD DRAWINGS

These diagrams and drawings shall show the completed installation including sizes, runs and arrangements of the installation. The drawings shall be to scale not less than 1:50 and shall include plan views and section.

The drawings shall include all the details which may be useful in the operation, maintenance or subsequent modifications or extensions to the installation.

Three sets of diagrams and drawings shall be provided, all to the approval of the Engineer.

One coloured set of line diagrams relating to operating and maintenance instructions shall be framed and, mounted in a suitable location.

1.7. REGULATIONS AND STANDARDS

All work executed by the contractor shall comply with the current edition of the "Regulations" for the Electrical Equipment of Buildings, issued by the Institution of Electrical Engineers, Electric Power Act, Kenya Bureau of Standards (KEBS), Institution of Electrical Engineers (I.E.E) Wiring Regulations, Current recommendation of CCITT and CCIR, and with the Regulations of the Local Electricity Authority and the Communications Authority of Kenya (CA)

Where the two sets of regulations appear to conflict, they shall be clarified with the Engineers. All materials used shall comply with relevant Kenya Bureau of Standards Specification.

1.8. SETTING OUT WORK

The sub-contractor at his own expenses; is to set out works and take all measurements and dimensions required for the erection of his materials on site; making any modifications in details as may be found necessary during the progress of the works, submitting any such modifications or alterations in detail to the Engineer before proceeding and must allow in his Tender for all such modifications and for the provision of any such sketches or drawings related thereto.

1.9. POSITIONS OF ELECTRICAL PLANT AND APPARATUS

The routes of cables and approximate positions of switchboards etc, as shown on the drawings shall be assumed to be correct for purpose of Tendering, but exact positions of all electrical Equipment and routes of cables must be agreed on site with the Engineer before any work is carried out.

1.10. MCB DISTRIBUTION PANELS AND CONSUMER UNITS

All cases of MCB Panels and consumer units shall be constructed in heavy gauge sheet with hinged covers.

Removable undrilled gland plates shall be provided on the top and bottom of the cases. Miniature circuit breakers shall be enclosed in moulded plastic with the tripping mechanism and arc chambers separated and sealed from the cable terminals.

The operating dolly shall be tripfree with a positive movement in both make and break position. Clear indication of the position of the handle shall be incorporated.

The tripping mechanism shall be on inverse characteristic to prevent tripping in temporary

overloads and shall not be affected by normal variation in ambient temperature.

A locking plate shall be provided for each size of breaker; A complete list of circuit details on typed cartridge paper glued to stiff cardboards and covered with a sheet of perspex, and held in position with four suitable fixings, shall be fitted to the inner face of the lids of each distribution panel. The appropriate MCB ratings shall be stated on the circuit chart against each circuit in use: Ivorine labels shall be secured to the insulation barriers in such a manner as to indicate the number of the circuits shown on the circuit chart.
Insulated barriers shall be fitted between phases, and neutrals in all boards, and to shroud live parts.

Neutral cables shall be connected to the neutral bar in the same sequence as the phase cables are connected to the MCB's. This shall also apply to earth bars when installed.

1.11. FUSED SWITCHGEAR AND ISOLATORS

All fused switchgear and isolators whether mounted on machinery, walls or industrial panels shall conform to the requirements of KS 04 – 226 PART: 1: 1985.

All contacts are to be fully shrouded and are to have a breaking capacity on manual operations as required by KS 04 – 182: 1980.

Fuse links for fused switches are to be of high rupturing capacity cartridge type, conforming to KS 04 – 183: 1978.

Isolators shall be load breaking/fault making isolators.

Fused switches and isolators are to have separate metal enclosures. Mechanical interlocks are to be provided between the door and main switch operating mechanism so arranged that the door may not be opened with the switch in the 'ON' position. Similarly; it shall not be possible to close the switch with the door open except that provision to defeat the mechanical interlock and close the switch with the door in the open position for test purposes. The 'ON' and 'OFF' positions of all switches and isolators shall be clearly indicated by a mechanical flag indicator or similar device. In T.P & N fused switch units, bolted neutral links are to be fitted.

1.12. CONDUITS AND CONDUIT RUNS

Conduit systems are to be installed so as to allow the loop-in system of wiring:

All conduits shall be black rigid super high impact heavy gauge class 'A' PVC in accordance with KS 04 – 179: 1988 and IEE Regulations. No conduit less than 20mm in diameter shall be used anywhere in this installation.

Conduit shall be installed buried in plaster work and floor screed except when run on wooden or metal surface when they will be installed surface supported with saddles every 600mm. Conduit run in chases shall be firmly held in position by means of substantial pipe hooks driven into wooden plugs.

The Sub-contractors attention is drawn to the necessity of keeping all conduits entirely separate from other piping services such as water and no circuit connections will be permitted between conduits and such pipes.
All conduits systems shall be arranged wherever possible to be self-draining to switch boxes and conduit outlet points for fittings:

The systems, when installed and before wiring shall be kept plugged with well-fitting plugs

and when short conduit pieces are used as plugs, they shall be doubled over and tied firmly together with steel wire; before wiring all conduit systems shall be carried out until the particular section of the conduit installation is complete in every respect.

The sets and bends in conduit runs are to be formed on site using appropriate size bending springs and all radii of bends must not be less than 2.5 times the outside diameter of the conduit. No solid or inspection bends, tees or elbows will be used.

Conduit connections shall either be by a demountable (screwed up) assembly or adhesive fixed and water tight by solution. The tube and fittings must be clean and free of all grease before applying the adhesive. When connections are made between the conduit and switch boxes, circular or non-screwed boxes, care shall be taken that no rough edges of conduit stick out into the boxes.

Runs between draw in boxes are not to have more than two right angle bends or their equivalent. The sub-contractor may be required to demonstrate to the Engineers that wiring in any particular run is easily withdrawable and the sub-contractor may, at no extra cost to the contract; be required to install additional draw-in boxes required. If conduit is installed in straight runs in excess of 6000mm, expansion couplings as manufactured by Egatube shall be used at intervals of 6000mm.

Where conduit runs are to be concealed in pillars and beams, the approval of the Structural Engineer, shall be obtained. The sub-contractor shall be responsible for marking the accurate position of all holes chases etc, on site, or if the Engineer so directs, shall provide the Main Contractor with dimensional drawings to enable him to mark out and form all holes and chases. Should the sub-contractor fail to inform the main contractor of any inaccuracies in this respect they shall be rectified at the sub-contractors expense.

It will be the Sub-contractors responsibility to ascertain from site, the details of reinforced concrete or structural steelwork and check from the builder's drawings the positions of walls, structural concrete and finishes. No reinforced concrete or steelwork may be drilled without first obtaining the written permission of the Structural Engineer.

The drawings provided with these specifications indicate the appropriate positions only of points and switches, and it shall be the Sub-Contractors responsibility to mark out and centre on site the accurate positions where necessary in consultation with the Architect and the Engineer. The sub-contractor alone shall be responsible for the accuracy of the final position.

1.13. CONDUIT BOXES AND ACCESSORIES

All conduit outlets and junction boxes are to be either malleable iron and of standard circular pattern of the appropriate type to suit saddles being used or super high impact PVC manufactured to KS 04 – 179 : 1983.

Small circular pattern boxes are to be used with conduits up to and including 25mm outside diameter. Rectangular pattern adaptable boxes are to be used for conduits of 32mm outside diameter and larger. For drawing in of cables in exposed runs of conduit, standard pattern through boxes are to be used:

Boxes are to be not less than 50mm deep and of such dimensions as will enable the largest appropriate number of cables for the conduit sizes to be drawn in without excessive bending.

Outlet boxes for lighting fittings are to be of the loop-in type where conduit installation is concealed and the sub-contractor shall allow one such box per fitting, except where fluorescent fittings are specified when two such boxes per fitting shall be fitted flush with

ceiling and if necessary fitted with break joint rings. Pattresses shall be fitted where required to outlets on surface conduit runs.

Adaptable boxes are of PVC or mild steel (of not less than 12swg) and black enameled or galvanized finish according to location. They shall be of square or oblong shape location. They shall be of square or oblong shape complete with lids secured by four 2 BA brass roundhead screws; No adaptable box shall be less than 75mm x 75mm x 50mm or larger than 300mm x 300mm x 75mm and shall be adequate in depth in relation to the size of conduit entering it. Conduits shall only enter boxes by means of conduit bushes.

1.14. LABELS

Labels fitted to switches and fuseboards;-

(i) Shall be Ivorine engraved black on white.

(ii) Shall be secured by R.H brass screws of same manufacturing throughout.

(iii) Shall be indicated on switches:-
  a) Reference number of switch

  b) Special current rating

  c) Item of equipment controlled

(iv) Shall indicate on MCB panels
  a) Reference number
  b) Type of board, i.e; lighting, sockets, etc,
  c) Size of cable supplying panel
  d) where to isolate feeder cable

(v) Shall be generally not less than 75mm x 50mm.

1.15. EARTHING

The earthing of the installation shall comply with the following requirements;-

(i) It shall be carried out in accordance with the appropriate sections of the current edition of the Regulations, for the Electrical Equipment of Buildings issued by Institute of Electrical Engineers of Great Britain.

(ii) At all main distribution panels and main service positions a 25mm x 3mm minimum cross sectional area Copper tape shall be provided and all equipment including the lead sheath and armoring of cables, distribution boards and metal frames shall be bonded thereto.

(iii) The earth tape in Sub-clause (ii) shall be connected by means of a copper tape or cable of suitable cross sectional area to an earth electrode which shall be a copper earth rod (see later sub-clause).

(iv) All tapes to be soft high conductivity copper, untinned except where otherwise specified and where run underground on or through walls, floors, etc., it shall be served with corrosion resisting tape or coated with corrosion compound and braided

(v) Where the earth electrode is located outside the building a removable test link shall be provided inside the building as near as possible to the point of entry to the tape,

for isolating the earth electrode for testing purposes.

(vi) Earthing of sub-main equipment shall be deemed to be satisfactory where the sub-main cables are M.I.C.S. or conduit with separate earth wire, and installation is carried out in accordance with the figures stated in the current edition of the I.E.E Regulations.

(vii) Where an earth rod is specified (see Sub-clause (iii) it shall be proprietary manufacture, solid hand drawn copper of 15mm diameter driven into the ground to a minimum depth of 3.6M. It shall be made up to 1.2m sections with internal screw and socket joints and fitted with hardened steel tip and driving cap.

(viii) Earth plates will not be permitted

(ix) Where an earth rod is used the earth resistance shall be tested in the manner described in the current edition of the IEE Regulations, by the Sub-Contractor in the presence of the Engineer and the Sub-Contractor shall be responsible for the supply of all test equipment.

(x) Where copper tape is fixed to the building structure it shall be by means of purpose made non-ferrous saddles which space the conductor away from the structure a minimum distance of 20mm. Fixings, shall be made using purpose made plugs; No fixings requiring holes to be drilled through the tape will be accepted.

(xi) Joints in copper tape shall be tinned before assembly riveted with a minimum of two copper rivets and seated solid.

(xii) Where holes are drilled in the earth tape for connection to items of equipment the effective cross sectional area must not be less than required to comply with the IEE regulations.

(xiii) Bolts, nuts and washers for any fixing to the earth tape must be of non-ferrous material.

(xiv) Attention is drawn to the need for the earthing metal parts of lighting fittings and for bonding ball joint suspension in lighting fittings.

1.16. CABLES AND FLEXIBLE CORDS

All cables used in this Sub-Contract shall be manufactured in accordance with the current appropriate Kenya standard Specification which are as follows:-

P.V.C. Insulated Cables and Flexible Cords	---	Ks 04-192:1988
P.V.C Insulated Armored Cables	---	Ks 04-194:1990
Armoring of Electric cables	---	Ks 04-290:1987

The successful Sub-Contractor will, at the Engineers discretion be required to submit samples of cables for the Engineers approval; the Engineer reserves the right to call for the cables of an alternative manufacture without any extra cost being incurred.

P.V.C. insulated cables shall be 500/1000 volt grade. No cables smaller than 1.5mm² shall be used unless otherwise specified. The installation and the finish of cables shall be as detailed in later clauses. The color of cables shall conform to the details stated in the “Cable Braid and insulation Colors” Clause.

1.17. ARMOURED P.V.C. INSULATED AND SHEATHED CABLES:

Shall be 600/1000 volt grade manufactured to Ks 04-194:1988 and Ks 04-187/188 with copper stranded conductors.

The wire armor of the cable shall be used wholly as an earth continuity conductor and the resistance of the wire armor shall have a resistance not more than twice of the largest current carrying conductor of the cable.

P.V.C./S.W.A./P.V.C. cables shall be terminated using "Telecom" "B" type or approved equal or approved equal glands and a P.V.C. tapered sleeve shall be provided to shroud each gland.

1.18. CABLE SUPPORTS, MARKERS AND TILES

All PVC/SWA/PVC cables run inside the building shall be fixed in rising ducts or on ceilings by means of die cast cable hooks or clamps, of appropriate size to suit cables, fixed by studs and back nuts to their channel sections.

Alternatively, fixing shall be by BICC claw type cleating system with die-cast cleats and galvanized mild steel back straps or similar approved equal method. For one or two cables run together the cleats shall be fixed a special channel section supports or backstraps described above which shall in turn be secured to walls or ceilings of ducts by raw bolts.

In excessively damp or corrosive atmospheric conditions special finishes may be required and the Sub-contractor shall apply to the Engineer for further instructions before ordering cleats and channels for such areas.

The above type of hooks and clamps and channels or cleats and black-straps shall also be used for securing cables in vertical ducts.

Cables supports shall be fixed at 600mm maximum intervals, the supports being supplied and erected under this Sub-contract. Saddles shall not be used for supporting cables nor any other type of fixing other than one of the two methods described above or other system which has received prior approval of the Engineer;

Cables are to be kept clear of all pipe work and the Sub-contractor shall work in close liaison with other services Sub-contractors.
The Sub-Contractor shall include for the provision of fixing of approved type colored slip on cables end markers to indicate permanently the correct phase and neutral colors on all ends.

Provision shall be made for supplying and fixing approved non-corrosive metal cable markers to be attached to the outside of all PVC/SWA/PVC cables at 15mm intervals indicating cable size and distinction.

Where PVC/SWA/PVC cables are outside the building they shall be laid underground 750mm deep with protecting concrete interlocking cover tiles laid over which shall be provided and laid under this Sub-contract.

All necessary excavations and reinstatement of ground including sanding or trenches will be carried out by the Sub-Contractor, unless otherwise stated.

1.19. PVC INSULATED CABLES

Shall be of non-braided type as CMA reference 6491 x 600/1000/1000 volt grade cables, or equal approved.

PVC cables shall conform to the details of the "Cables and Flexible cords" and "Cable Braid and Insulation Colors" clauses.

1.20. HEAT RESISTING CABLES

Final connections to cookers, water heaters, etc., shall be made using butyl rubber insulated cable as CMA reference 610 butyl (Single core 600/1000 Volt).

This type of cable shall be used in all instances where a temperature exceeding 100°F, but not exceeding 150°F is likely to be experienced. Final connections to all lighting fittings (and other equipment where a temperature in excess of 150°c likely to be experienced) shall be made using silicon rubber insulated cable or equal and approved.

1.21. FLEXIBLE CORDS

Shall be in accordance with the "Cable and Flexible Cords" clause. No cord shall be less than 24/0.2mm in size unless otherwise specified.

Circular white twin TRS flex shall be used for plain pendant fittings up to 100 watts. For all other types of lighting fittings the flexible cable shall be silicone rubber insulated.

No polythene insulated flexible cable shall be used in any lighting fitting or other appliance (see "Heat Resisting Cables" Clause 30).

1.22. CABLE ENDS AND PHASE COLOURS

All cable ends connected up in switchgear, MCB panels etc;, shall have the insulation carefully cut back and the ends sealed with Hellerman rubber slip on cable end markers.

The markers shall be of appropriate phase color for switch and all other live feeds to the details of the "Cable Insulation Colors" clause. Black cable with black end markers shall only be used for neutral cables.

1.23. CABLE INSULATION COLOURS

Unless otherwise stated in later clauses the insulation colors shall be in accordance with the following table.

Where other systems are installed the cable colors shall be in accordance with the details stated in the appropriate clause.

1. SYSTEM	INSULATION COLOUR	CABLE END MARKER
1) Main and Sub-Main		
a) Phase	Red	Red
b) Neutral	Black	Black

2) **Sub-Circuits Single Phase**

a) Phase	Red	Red
b) Neutral	Black	Black

1.24. SUB-CIRCUIT WIRING

For all lighting and sockets wiring shall be carried out in the "looping in" system and there shall be no joints whatsoever. No lighting circuits shall comprise more than 20 points when protected by 10A MCB. Cables with different cross-section area of copper shall not be used in combination.

Lighting circuits P.V.C. cable.

(i) 1.5mm² for all lighting circuits indicated on the drawing.

Power circuits P.V.C cable (minimum sizes).

(ii) 2.5mm² for one, two or three 5Amp sockets wired in parallel.

(iii) 2.5mm² for one 15Amp socket.

(iv) 2.5mm² for maximum of ten switched 13 Amp sockets wired from 30 Amp MCB.

The wiring sizes for lighting circuits and sockets are shown on the drawings. In such cases, the sizes shown on the drawings shall prevail over the sizes specified.

Wiring sizes for other appliances shall be shown on the drawing or specified in later clauses of this specification.

1.25. SPACE FACTOR

The maximum number of cables that may be accommodated in a given size of conduit or trunking or duct is not to exceed the number in Tables B.5 and B.6 or as stated in Regulation B.91, B.117 and B.118 of the I.E.E Regulations whichever is appropriate.

1.26. INSULATION

The insulation resistance to earth and between poles of the whole wiring system, fittings and lumps, shall not be less than the requirements of the latest edition of the I.E.E Regulations. Complete tests shall be made on all circuits by the Sub-contractor before the installations are handed over.

A report of all tests shall be furnished by the Sub-Contractor to the Engineer. The Engineer will then check test with his own instruments if necessary.

1.27. LIGHTING SWITCHES

These shall be mounted flush with the walls, shall be contained in steel or alloy boxes and shall be of the gangs' ratings and type shown in the drawings. They shall be as manufactured by M.K. Electrical Ltd., or other equal and approved to KS 04 – 247: 1988

1.28. SOCKETS AND SWITCHED SOCKETS

These shall be flush pattern in steel/pvc box and shall be of the gangs and type specified in the drawings.

They shall be 13- Amp, 3-pin, shuttered, switched and as manufactured by "M.K. Electrical Co. Ltd.", or other approved equal to KS 04 – 246: 1987

1.29. FUSED SPUR BOXES

These shall be flush, D.P switched as in steel/pvc box and of type and make specified in the drawings complete with pilot light and as manufactured by "M. K. Electrical Company Ltd", or other approved equal. KS 04 – 247: 1988

1.30. COOKER OUTLETS

These shall be flush mounted with 13-A switched socket outlet and neon indicator Lamps.

The cooker control units shall be as manufactured by "M.K. Electrical Company Ltd", or other approved equal KS 04 – 247: 1988

1.31. CONNECTORS

Shall be specified in the drawings and appropriate rating. These shall be fitted at all conduit box lighting point outlets for jointing of looped P.V.C cables with flexible cables of specified quality.

1.32. LAMPHOLDERS

Shall be of extra heavy H.O skirted and shall be provided for every specified lighting fitting and shall be B.C;, E.S;, or G.E.S as required. All E.S. and G.E.S. holders shall be heavy brass type (except for plain pendants where the reinforced bakelite type shall be used). The screwed cap of the E.S and G.E.S. holders shall be connected to the neutral.

Where lampholders are supported by flexible cable, the holders shall have "cord grip" arrangements and in the case of metal shades earthing screws shall be provided on each of the holders.

The Sub-Contractor must order the appropriate type of holder when ordering lighting fittings, to ensure that the correct types of holders are provided irrespective of the type normally supplied by the manufacturers.

1.33. LAMPS

All lamps shall be suitable for normal stated supply voltage and the number and sizes of lamps detailed on the drawings shall be supplied and fixed. The Sub-Contractor must verify the actual supply voltage with the supply authority before ordering the lamps.

Tungsten filament lamps shall be manufactured in accordance with KS 04 – 112:1978 for general service lamps and KS 04 – 307:1985 for lamps other than general services. Tubular fluorescent lamps shall comply with KS 04 – 464:1982

Pearl lamps shall be used in all fittings unless otherwise specified.

1.34. LIGHTING FITTINGS AND STREET LIGHTING LANTERNS

This Sub-Contract shall include for the provision, handling charges, taking the delivery, safe storage, wiring (including internal wiring) assembling and erecting of all lighting fittings shown on the drawings.

All fittings and pendants shall be fixed to the conduit boxes with brass R/H screws. These to be in line with metal finish of fittings. The lighting fittings are detailed for the purpose of establishing a high standard of finish and under no circumstances will substitute fittings be permitted.

In case of rectangular shaped ceiling fittings, the extreme ends of the fittings shall be secured to suitable support in addition to the central conduit box fittings. Supports shall be provided and fixed by the Sub-Contractor.

The whole of the metal work of each lighting fittings shall be effectively bonded to earth. In the case of ball and/or knuckle joints short lengths of flexible cable shall be provided, bonded to the metal work on either side of the joints. If the above provisions are not made by the manufacturers -, the Sub-contractor shall include cost of additional work necessary in his tender. See "Flexible Cords" clause for details of internal wiring of lighting fittings. Minimum size of internal wiring shall be 20/0.20mm (23/0067). Each lighting fitting shall be provided with number type and size of lamps as detailed on the drawings. It is to be noted that some fittings are suspended as shown on the drawings.

Where two or more points are shown adjacent to each other on the drawings, e.g socket outlet and telephone outlet, they shall be lined up vertically or horizontally on the centre lines of the units concerned.

Normally, the units shall be lined up on vertical centre lines, but where it is necessary to mount units at low level they shall be lined up horizontally.

1.35. POSITIONS OF POINTS AND SWITCHES

Although the approximate positions of all points are shown on the drawings, enquiry shall be made as to the exact positions of all M.C.B panels, lighting points, socket outlets etc, before work is actually commenced. The Sub-contractor must approach the Architect with regard to the final layout of all lights on the ceiling and walls.

The Sub-contractor must consult with the Engineer in liaison with the Clerk of Works, or the General Foreman on site regarding the positions of all points before fixing any conduit etc. The Sub-Contractor shall be responsible for all alterations made necessary by the non-compliance with the clause.

1.36. STREET/SECURITY OUTDOOR LIGHTING COLUMNS:

The column shall be at a minimum of 225mm in the ground on 75mm thick concrete foundations and the pole upto 150mm shall be surrounded with concrete. The top bracket and plain section of the columns shall be common to and interchangeable with all brackets with maximum mismatching tolerance of 3mm between any pole and bracket. After manufacture and before erection the columns shall be treated with an approved mordant solution which shall be washed off and the whole allowed to dry. Thereafter, the columns shall be painted with one undercoat and two coats of gloss paint to an approved colour. All columns shall be complete with fused cut-outs.

1.37. TIMING CONTROL SWITCH

These shall be installed where shown on the drawings. Photocell timing control circuits which will operate 'on' with a specified level of darkness and 'off' with a given level of light. The initial adjustment will be done with approval of the Electrical Engineer.

1.38. WIRING SYSTEM FOR STREET LIGHTING

Cables shall be as indicated on the drawings, and shall be laid in a cable trench 450mm deep along the road sides and 600mm deep across the roads and 900mm away from the road kerb or 1500mm away from the edges of the road. 'Loop-in' and 'Loop-out' arrangement shall be used at every pole. Wiring to the lanterns on each pole shall be with 1.5mm² PVC twin insulated and sheathed cable with earth wire shall be laid at least 600mm below the finished road level on a compact bed of murram at least 50mm thick and covered with a concrete surrounded 150mm thick.

1.39. METAL CONTROL PILLAR

These shall be metal clad and fabricated as per contract drawings and specification. The Sub-Contractor shall supply, install, test and commission control pillars including supplying, fixing connecting switchgears as detailed on the appropriate drawings.

1.40. CURRENT OPERATED EARTH LEAKAGE CIRCUIT BREAKER

Current operated earth leakage circuit breaker shall conform to B.S.S. 4293:68 rated at 240 volts D.P. 50 cycles A.C. Mains.

The breaker shall be provided with test switch and fitted in weather proof enclosure for surface mounting. The rated load current and earth fault operating current shall be as specified in the drawings. These shall be as manufactured by Crabtree, Siemens or other equal and approved.

1.41. M.V. SWITCHBOARD AND SWITCHGEAR

The switchboard shall be manufactured in accordance with KS04-226 which co-ordinates the requirements for electrical power switchgear and associated apparatus. It is not intended that this K.S. should cover the requirements for specified apparatus for which separate Kenyan Standard exist. All equipment and material used in the switchboard shall be in accordance with the appropriate Kenya Standard.

The switchboard shall comprise the equipment shown on the drawings together with all current transformers, auxiliary fuses, labels, small wiring and interconnections necessary for the satisfactory operation of the switchboard.

The Switchboard shall be of the flush fronted, enclosed, metal clad type with full front or rear access as called for in the particular specifications, suitable for indoor use, sectionalized as necessary to facilitate transport and erection. The maximum height of the switchboard is to be approximately 2.0 metres. A suitable connection chamber containing all field terminals shall be provided at the top or bottom of the switchboard as appropriate.

Before manufacture, the Sub-Contractor shall submit to the consulting Engineer for approval of detailed drawings showing the layout, construction and connection of the switchboard.

All bus-bars and bus-bar connections shall consist of high conductivity copper and be provided in accordance with KS 04-226: 1985. The bus-bars shall be clearly marked with the appropriate phase and neutral colours which should be red, yellow, blue for the phases and

black for neutral. The bus-bars shall be so arranged in the switchboard that the extensions to the left and right may be made in the future with ease should the need arise.

Small wiring, which will be neatly arranged and cleated, shall be executed in accordance with B.S. 158 and the insulation of the wiring shall be coloured according to the phase or neutral connection.

Switches and fuse switches, shall be in strict accordance with KS04-183:1978 Class 2 switches. Means of locking the switch in the "OFF" position shall be provided.

All fuse switches shall comply with KS04-183:1978, PARTS 2 and 3 a fault rating at least equal to the fault rating of the switchboard in which they are installed. Cartridge fuse links to KS 04-183:1978 category A.C. 46, class Q1 and fusing factor not exceeding 1.5 shall be supplied with each fused switch.

Mounting arrangements shall be such that individual complete fuse switches may be disconnected and withdrawn when necessary without extensive dismantling work.

When switches are arranged in their formation all necessary horizontal and vertical barriers shall be provided to ensure segregation from adjacent units. Means of locking the switch in the "OFF" position shall be provided.

1.42. STEEL CONDUITS AND STEEL TRUNKING

Conduits shall be of heavy gauge class "B" welded to Standard specification KS 04-180:1985. In no case will conduit smaller than 20mm diameter be used on the works. Conduits installed within buildings shall be black enamelled finish except where specified otherwise. Where installed externally or in damp conditions they shall be galvanised. Conduit fittings, accessories or equipment used in conjunction with galvanised conduits shall also be galvanised or otherwise as approved by the service engineer.

Metal trunking shall be fabricated from mild steel of not less than 18 swg. All sections of trunking shall be rigidly fixed together and attached to the framework or fabric or the building at intervals of not less than 1.2m. Joint trunking shall not overhang fixing points by more than 0.5m.

All trunking shall be made electrically continuous by means of 25 x 3mm copper links across each joint and where the trunking is galvanised, the links shall be made by galvanised flat iron strips.

All trunking fittings (i.e. Bends, tees, etc) shall leave the main through completely clear of obstructions and continuously open except through walls and floors at which points suitable fire resisting barriers shall be provided as may be necessary. The inner edge of bends and tees shall be chamfered where cables larger than 35mm^2 are employed.

Where trunking passes through ceilings and walls the cover shall be solidly fixed to 150mm either side of ceilings and floors and 50mm either side of walls.

Screws and bolts securing covers to trunking or sections of covers together shall be arranged so that damage to cables cannot occur either when fixing covers or when installing cables in the trough.

Where trunking is used to connect switchgear of fuseboards, such connections shall be made by trunking fittings manufactured for this purpose and not by multiple conduit couplings.

Where vertical sections of trunking are used which exceed 4.5m in length, staggered tie off points shall be provided at 4.5m intervals to support the weight of cables.

Unless otherwise stated, all trunking systems shall be painted as for conduit.

Where a wiring system incorporates galvanised conduit and trunking, the trunking shall be deemed to be galvanised unless specified otherwise.

The number of cables to be installed in trunking shall be such as to permit easy drawing in without damage to the cables, and shall in no circumstances be such that a space factor of 45% is exceeded.

Conduit and trunking shall be mechanically and electrically continuous. Conduit shall be tightly screwed between the various lengths so that they butt at the socketed joints. The internal edges of conduit and all fittings shall be smooth, free from burrs and other defects.

Oil and any other insulating substance shall be removed from the screw threads; where conduits terminate in fuse-gear, distribution boards, adaptable boxes, non-spouted switchboxes, etc., they shall, unless otherwise stated, be connected thereto by means of smooth bore male brass bushes, compression washers and sockets. All exposed threads and abrasions shall be painted using an oil paint for black enameled tubing and galvanizing paint for galvanised tubing immediately after the conduits are erected. All bends and sets shall be made cold without altering the section of the conduit.

The inner radius of the bed shall not be less than four (4) times the outside diameter of the conduit. Not more than two right angle bends will be permitted without the inter-position of a draw-in-box. Where straight runs of conduit are installed, draw-in-boxes shall be provided at distances not exceeding 15mm. No tees, elbows, sleeves, either of inspection or solid type, will be permitted.

Conduit shall be swabbed out prior to drawing in cables, and they shall be laid so as to drain of all condensed moisture without injury to end connections.

Conduits and trunking shall be run at least 150mm clear of hot water and steam pipes, and at least 75mm clear of cold water and other services unless otherwise approved by the services engineer.

All boxes shall conform to KS 04 – 668: 1986, to be of malleable iron, and black enamelled or galvanised according to the type of conduit specified. All accessory boxes shall have threaded brass inserts.

Box lids where required shall be heavy gauge metal, secured by means of zinc plated or cadmium plated steel screws.

All adaptable boxes and lids of the same size shall be interchangeable.
Boxes used on surface work are to be tapped or drilled to line up with the conduit fixed in distance type saddles allowing clearance between the conduit and wall without the need for setting the conduit.

Where used in conjunction with mineral insulated copper sheathed cable, galvanized boxes shall be used and painted after erection.

Draw-in boxes in the floors are generally to be avoided but where they are essential they must be grouped in positions approved by the services engineer and covered and by the suitable floor traps, with non-ferrous trays and covers.

The floor trap covers are to be recessed and filled in with a material to match the floor surface.

The Sub-contractor must take full responsibility for the filling in of all covers, but the filling in material will be supplied and the filling carried out by the main building contractor.

Where buried in the ground outside the building the whole of the buried conduit is to be painted with two coats of approved bitumastic composition before covering up.

Where run on the surface, unpainted fittings and joints shall be painted with two coats of oil bound enamel applied to rust and grease free metalwork.

1.43. TESTING ON SITE

The Sub-contractor shall conduct during and at the completion of the installation and, if required, again at the expiration of the maintenance period, tests in accordance with the relevant section of the current edition of the Regulations for the electrical equipment of buildings issued by the I.E.E of Great Britain, the Government Electrical Specification and the Electric Supply Company's By-Laws.

(a) Tests shall be carried out to prove that all single pole switches are installed in the 'live' conductor.

(b) Tests shall be carried out to prove that all socket outlets and switched socket outlets are connected to the 'live' conductor in the terminal marked as such, and that each earth pin is effectively bonded to the earth continuity system. Tests shall be carried out to verify the continuity of all conductors of each 'ring' circuit.

(c) Phase tests shall be carried out on completion of the installation to ensure that correct phase sequence is maintained throughout the installation. Triplicate copies of the results of the above tests shall be provided within 14 days of the witnessed tests and the Sub-contractor will be required to issue to the service engineer the requisite certificate upon completion as required by the regulations referred to above.

(d) Any faults, defects or omissions or faulty workmanship, incorrectly positioned or installed parts of the installation made apparently by such inspections or tests shall be rectified by the Sub-contractor at his own expense.

(e) The Sub-contractor shall provide accurate instruments and apparatus and all labour required to carry out the above tests. The instruments and apparatus shall be made available to the services engineer to enable him to carry out such tests as he may require.

(f) The Sub-contractor shall generally attend on other contractors employed on the project and carry out such electrical tests as may be necessary.

(g) The Sub-contractor shall test to the services engineer's approval and as specified elsewhere in this specification or in standards and regulations already referred to, all equipment, plant and apparatus forming part of the works and before connecting to any power or other supply and setting to work.

(h) Where such equipment, etc., forms part of or is connected to a system whether primarily or of an electrical nature or otherwise (e.g. air conditioning system) the Sub-contractor shall attend on and assist in balancing, regulating testing and commissioning, or if primarily an electrical or other system forming part of works, shall balance, regulate, test and commission the system to the service engineer's approval.

APPENDIX TO GENERAL SPECIFICATIONS OF MATERIALS AND WORKS

The electrical sub-contractor shall comply with the following: -

1. Government Electrical Specifications No. 1 and No. 2.

2. All requirements of Kenya Power Company Limited, and Communications Authority of Kenya (CA).

B. PARTICULAR SPECIFICATIONS FOR ELECTRICAL WORKS

1.00 SITE LOCATION

The site of the proposed works is at **NSSF BUILDING 14TH FLOOR, NAIROBI, UPPERHILL**

SCOPE OF WORKS

The works to be carried out under this sub-contract comprise supply, installation, testing and commissioning of the following:-

a) Electrical Works

This shall include conduiting, cabling, fittings and accessories.

b) Fire detection and sound alarm system

This shall include conduiting, cabling, fittings and accessories.

2.00 MATERIALS FOR THE WORKS

Materials shall be as specified in General Specifications and in the Bills of Quantities of this document which shall be read in conjunction with contract drawings. Alternative materials shall be accepted only after approval by the Project Manager.

MINIMUM TECHNICAL SPECIFICATIONS FOR LED LAMPS/ LIGHTING FITTINGS

LED TUBES, PANELS & BULBS LIGHT FITTING **TECHNICAL SPECIFICATIONS** IEC Compliant		
Item	**Minimum Specifications**	**Proposed solution**
Brand	State the brand, model and attach Technical Brochure (Mandatory)	
Operating	➢ Voltage range: 130-300 V ac ➢ Frequency range: 50-60Hz ➢ Power factor ≥ 0.9 lagging ➢ Total Harmonic Distortion (THD)<15% ➢ Ambient temperature range -10 to +35 °Operating ➢ Colour Consistency ≤ 5SDCM	
Performance	➢ System efficacy ≥= 100lm/W ➢ Lamp colour temperature: 4000K - 6500K ➢ Colour Rendering Index >=80 ➢ Median useful life >= 30000 h	
Standards Compliance	CB/EMC/CE	
General	➢ Driver/power unit/transformer - PSU-E ➢ Optical cover/lens type - Polystyrene bowl/cover prismatic ➢ Protection class IEC - Safety class II (II)	

C. PARTICULAR SPECIFICATIONS FOR ICT WORKS

1.00 SITE LOCATION

The site of the proposed works is at **NSSF BUILDING 14TH FLOOR, NAIROBI, UPPERHILL**

SCOPE OF WORKS
The works to be carried out under this sub-contract comprise supply, installation, testing and commissioning of the following:

- Structured Cabling
- Access Control
- CCTV
- Audio Visual

2.00 REGULATION AND STANDARD

The works shall comply with the provisions of the following as necessary and relevant:

- Electric Power Act
- Kenya Bureau of Standards (KBS)
- Institution of Electrical Engineers (I.E.E) Wiring Regulations
- Current recommendation of CCITT and CC1R

3.00 ELECTRICAL REQUIREMENTS

The equipment to be supplied shall be capable of being operated from 240V AC 50Hz power supply.

4.00 MANDATORY REQUIREMENTS

A. All equipment and materials used shall be standard components that are regularly manufactured and used in the manufacturer's system.

B. All systems and components shall have been thoroughly tested and proven in actual use.

C. All systems and components shall be provided with the availability of a, 24-hour technical assistance program (TAP) from the manufacturer. The TAP shall allow for immediate technical assistance for either the dealer/installer or the end user at no charge.

D. All systems and components shall be provided with a one-day turn around repair express and 24-hour parts replacement. The repair and parts express shall be guaranteed by the manufacturer on warranty and non-warranty items.

E. The supplier shall be the manufacturer, or the manufacturer appointed agent (proof to be submitted).

F. The Offered system has been installed and commissioned by the supplier in other locations.

G. The proposal will include operators training in Kenya and system manager factory training (at the manufacturer training facility).

STRUCTURED CABLING

4.1. NETWORK CABINETS

DATA CABINET AND ACCESSORIES **RACKS TECHNICAL SPECIFICATIONS**		
Item	**Minimum Specifications**	**Proposed Solution**
Brand	State the brand, model and attach Technical Brochure (Mandatory)	
Product description	Rack-ventilated -(42U, 22U, 18U,15U, 9U as per the BQ)	
Product type	Ventilated rack	
Rack sized	9U", 22", 42"	
Dimensions	Minimum 600mm x 800mm to fit the active components	
Construction	◦ The front Clear Glass door, back door mesh door. ◦ Front/rear locking double section door, enable ventilation and reliable operation. ◦ Wire path on the top and bottom can be closed. ◦ High grade knob and lock. ◦ Wire groove with Wide cable manager on the two sides. ◦ Detachable composite structure, more convenient for being shipped ◦ Material: SPCC quality cold rolled powder coated steel ◦ Color: (Silk Grey) ◦ Surface finish: degrease, acid pickling, rust prevention and parkerizing, pure water cleaning, static electricity plastic painting	
Power	◦ Pre-wired 240V AC conditioned grounded power circuit ◦ 6 Outlet Power Distribution Unit Included ◦ Supplied with Earth Bond Kit and Cage nuts	
Standards	Comply with ANSI/EIA RS-310-D, IEC297-2, DIN41494; PART1, DIN41494; PART7, GB/T3047; 2-92STANDARD	

4.2. CABLES

i) HORIZONTAL CABLING

	Category 6A UTP 4-Pair Cable	
Item	**Minimum specifications**	
Brand	State the brand, model (Mandatory)	
Construction	• UTP • Nominal jacket OD: 8.5mm (0.33 in.) • 0.58mm (0.02 in.) solid (non-tinned) copper • Centre Isolation Member	
Jacket	Sequential meter markings	
Wire characteristics	**DC Resistance:** <8.5 O/100m **DC Resistance Unbalance:** 2% **Mutual Capacitance:** 5.6 nF/100m **Capacitance Unbalance:**<160 pF/100m **Characteristic Impedance(ohms):**1 - 250 MHz: 100 ± 15% 100 - 750 MHz: 100 ± 22% **NVP:** 67% **TCL:** 30-10 log (f/100)dB **PSANEXT:** 62.5-15log(f /100)dB **PSAACR-F:**38.2-20log(f /100)dB **Delay Skew:** = 45ns	
Industry Compliance	◦ ISO/IEC 11801 Ed. 2.2 (Class EA) ◦ ISO/IEC 61156-5 (Category 6A) ◦ TIA-568-C.2 (Category 6A) ◦ LSOH: ISO/IEC 60332, IEC 60754, IEC 61034 ◦ EN50399 Class Eca	
Physical Properties	**Pulling Tension (max):**110N (25 lbf) **Bend Radius (min):** 45.7mm (1.8 in.) **Installation Temperature:** 0 to 60°C (+32 to 140°F) **Storage Temperature:** -20 to 75°C (-4 to 167°F) **Operating Temperature:** -20 to 60°C (-4 to 140°F)	

ii) PATCH CORDS: Category 6A/6 double-ended, stranded modular cord 1/2/

Item	**Floor Distribution** In Cabinet and user work-station areas	**Proposed Solution**
	Minimum specifications	
Length	1 & 3 meters	
Brand	State the brand, model (Mandatory)	
Construction	**MECHANICAL — PLUG** **Number of Plug Insertion Cycles:** 2500 **Min. Plug Retention Force:** 50N (11.2 lbf) **Plug Compatibility:** Compatible with RJ45 **Cable to Plug Tensile Strength (min.)** 20 lbs.	
Jacket	Factory made	
Wire characteristics	**MECHANICAL — CABLE (STRANDED)** **Wire Size Range (Nominal):** 26 AWG 7x32 Stranded tinned copper **Cable Construction:** UTP dual jacketed **Cable O.D. (nominal)** 7.37mm (0.29 in.) outer, 6.43mm (0.25 in.) inner **Wiring:**T568A/B **Jacket Type:** CMG **Bend Radius:** 25mm (1.0 in.) 4-pair cables with 100-ohm impedance. Compliant to standards such as TIA/EIA – 268-B. 2-1 and IEC 61156-Made of polyethylene insulation Pulling force should support up to 50N/mm2 Low Smoke Zero Halogen outer sheath. **MECHANICAL — CABLE (SOLID)** **Wire Size Range (Nominal):** 23 AWG Solid bare copper **Cable Construction:** UTP **Cable O.D. (nominal):** 7.87mm (0.31 in.) **Wiring:** T568A/T568B **Jacket Type:** LSOH **Bend Radius:** 25mm (1.0 in.)	
Performance Specifications	**ELECTRICAL** **Contact Resistance** 10 mΩ **Input to Output Resistance** 200 mΩ **Min. Dielectric Withstand Voltage (contact to contact)-** 1000 V DC or AC peak **Insulation Resistance -** 500 mΩ **Compatibility** Backwards to Cat 6 **Current Rating @ 25° C** 1.5 A **Power over Ethernet** Suitable for PoE Type1,2,3,4 and PoH **Power over Ethernet** < 10 mΩ/m @ 10 MHz **MECHANICAL — GENERAL** **Operating Temperature** -10 to 60° C, (14 to 140° F) **Flammability Rating** UL 94 V-0	

	Green Features RoHS, lead-free, halogen-free, PVC free **Plug Housing Materials** Polycarbonate **Contact Materials** 50 microinches gold plating or equivalent **Plastic Materials** Flame retardant themoplastic **Screen** 360 degree enclosure **Marking** P/N, length, performance level, QC	
Standards	**STANDARDS COMPLIANCE** • ANSI/TIA-568.2-D • ISO/IEC 11801-1 Ed 1.0 • IEEE 802.3an (10Gbase-T) • IEEE 802.3af (Type 1 PoE) • IEEE 802.3at (Type 2 PoE) • IEEE 802.3bt (Type 3 PoE) • IEEE 802.3bt (Type 4 PoE) • Power over HDBaseT (PoH) • IEC 60603-7 • IEC 60603-7-4 • UL Listed 1863 • IEC 60332-1 (LSOH) • IEC 60754 (LSOH) • IEC 61034 (LSOH) • ANSI/TIA-1096-A	

iii) CAT 6A/6 UTP PATCH PANELS

Item	Minimum specifications	Proposed Solution
Brand	State the brand, model and attach Technical Brochure (Mandatory)	
Ports	24/48 Ports	
Characteristics	Operating Temperature: -10 to 60 °C, (14 to 140 °F) Flammability Rating: UL 94 V-0 Green Features: RoHS, lead-free, halogen-free, PVC free Plastic Materials Flame retardant themoplastic Dimensions (LxWxH):109.2 mmx 482.6mm x 44.2mm (4.30”x19.00” x1.74 “) Mounting: CEA-310-E 19-inch (482.6mm) rack Material – Panel: 18 gauge cold rolled steel, black e-coat Ground Lug Attachment: 3/8” 1 hole or two-hole lug (1”spacing	
Industry Compliance	**STANDARDS COMPLIANCE** • ANSI/TIA-568-C.2 • ISO/IEC 11801 Ed 2.2 •ETLTested • IEC 60603-7 • IEC 60603-7-51 • IEEE 802.3an • IEEE 802.3af (PoE) • IEEE 802.3at (PoE+) • ANSI/TIA-1096-A	
Warranty	End-to-End Manufacturer's Warranty on Cabling System (*Attach Manufacturer's Warranty Statement)* Minimum 5 Years	

4.3. FIBRE

i) BACKBONE MULTIMODE FIBRE OPTIC CABLE

Item	Minimum Specifications	Proposed Solution
Brand	State the brand, model (Mandatory)	
Construction	Steel Tape armoured with Glass Yarn	
Armour	Corrugated Steel Tape Armour	
Cable characteristics	- Support for 10GBASE-T -Low Density Polyethylene Sheath -Gel Filled Loose Buffer Tube -Level 1 Rodent Protection - Crash(N) at least 2500 -Torsion (Turns/M) not more than 5 - Multimode	
Fibre Specificatons	-8-Core indoor Premium fiber meeting IEEE 802.3 10 Gigabit ehternet Standard as well as IEC-60793-2-10 and TIA-492AAAC specifications for laser bandwidth Differential Mode Delay(DMD) specifications	
	- 900 µm tight buffer - 250µm coated optical fibre - Length markings in 2 ft. increaments - Available in OFNR, OFNP and LSOH constructions - jacket Material is Lead Free - RoHS compliant	
Industry Compliance	- ISO/IEC 11801:2002 OM3	
	-ANSI/TIA/EIA-568-B.3	
	- ANSI/TIA/EIA-568-B.3-1	
	- ANSI/TIA-598-C -Telcordia GR-409-CORE - LSOH: IEC 60332-1, IEC 61034, IEC 60754 - OFNR: Communications Type OFNR(UL) and FT4 c(UL) - TIA-492AAAC laser bandwidth DMD specification	
	- IEC 60793-2-49 and TIA/EIA 455-220 DMD measurement test procedure	

ii) WIRELESS ACCESS POINT

Item	Minimum Specifications	Proposed Solution
Brand	State the brand, model and attach Technical Brochure (Mandatory)	
Features	◦ Ports: LAN Gigabit Ethernet auto sensing ◦ Cabling type: Category 5e or better ◦ Antennas: Internal antennas optimized for installation on a wall or ceiling ◦ LED indicators: Power, WLAN, LAN ◦ Operating system: Linux ◦ Wave 2 Technology **Physical Interfaces** ● 2 x Gigabit (10/100/1000BASE-T autosensing), Power over Ethernet (PoE) ● RJ-45 console port (not functional) ● USB 2.0 (not functional) **Physical Specifications** ◦ Access point (without mounting brackets): 7 x 7 x 1.5 in ◦ Weight WAP561: 1.51 lb or 685 g; WAP551: 1.41 lb or 640g ◦ Weight WAP 240 AC 0.43Kg **Network Capabilities** ◦ VLAN support: Yes ◦ Number of VLANs: 1 management VLAN plus 16 VLANs for SSIDs ◦ 802.1X supplicant: Yes ◦ SSID-to-VLAN mapping: Yes ◦ Auto channel selection: Yes ◦ Spanning tree: Yes ◦ Load balancing: Yes ◦ IPv6: Yes IPv6 host support IPv6 RADIUS, syslog, Network Time Protocol (NTP), etc. ◦ Layer 2 802.1Q-based VLANS, 16 active VLANS plus 1 management VLAN **Quality of Service** ◦ Quality of service (QoS) Wi-Fi Multimedia and Traffic Specification (WMM TSPEC)	
Performance	◦ Wireless throughput Up to 450 Mbps data rate (real-world throughput will vary) ◦ Recommended user support Up to 64 connective users, 30 active users per radio **Multiple-Access Point Management** ◦ Single Point Setup: Yes ◦ Number of access points per cluster:16	

	◦ Active clients per cluster: 480
Wireless	◦ Frequency: WAP551: Selectable radio band (2.4 or 5 GHz) WAP240 AC: Dual concurrent radios (2.4 and 5 GHz) ◦ Radio and modulation type: Single radio (WAP551) or dual radio (WAP561), orthogonal frequency division multiplexing (OFDM) ◦ WLAN 802.11ac ● 4x4 Downlink (DL) MU-MIMO with four spatial streams, up to 1733 Mbps ● 802.11ac beamforming ● 20, 40, 80 MHz channels ● Dynamic Frequency Selection (DFS)Data rates
Standards	Standards Compliance IEEE 802.11n, 802.11g, 802.11b, 802.3af, 802.3u, 802.1X (security authentication), 802.1Q (VLAN), 802.1D (Spanning Tree), 802.11i (WPA2 security), 802.11e (wireless QoS), IPv4 (RFC 791), IPv6 (RFC 2460)
Security	● Wi-Fi Protected Access 2 (WPA2); WPA3 in a future release ● 802.1X, Remote Authentication Dial-In User Service (RADIUS); Authentication, Authorization, and Accounting (AAA) ● Segmentation via VLANs (up to 16) ● 802.11r and 802.11i ● Guest network can also authenticate against: Google and Facebook
Mounting	◦ Multiple mounting options Mounting bracket included for easy ceiling or wall mounting ◦ Physical security lock Kensington lock slot
Management	◦ Management protocols Web browser, Simple Management Protocol (SNMP) v3, Bonjour ◦ Remote management: Yes ◦ Event logging Local, remote syslog, email alerts ◦ Network diagnostics Logging and packet capture ◦ Web firmware upgrade: Firmware upgradable through web browser, imported/exported configuration file ◦ Dynamic Host Configuration Protocol (DHCP) client : Yes IPv6 ◦ host: Yes HTTP ◦ redirect:Yes
Support	Locally Available Technical Support Services (*Manufacturer's Letter of Authorization Mandatory)*

Warranty	Manufacturer's Limited Lifetime Warranty	

ii) Network Switch(48 port)

1. C9300-48U-E Specification		**Proposed Solution**
Part Number	C9300-48U-E	
Product Description	Catalyst 9300 48-port UPOE, Network Essentials	
Total 10/100/1000 or Multigigabit copper ports	48 Cisco UPOE	
Default AC power supply	1100W AC	
Available PoE power	822W	
Cisco StackWise-480	Yes	
Cisco StackPower	Yes	
Default power supply	PWR-C1-1100WAC	
Switching capacity	256 Gbps on 48-port Gigabit Ethernet model	
Stacking bandwidth	480 Gbps	
Total number of MAC addresses	32,000	
Total number of IPv4 routes (ARP plus learned routes)	32,000 (24,000 direct routes and 8000 indirect routes)	
IPv4 routing entries	32,000	
IPv6 routing entries	16,000	
Multicast routing scale	8000	
QoS scale entries	5120	
ACL scale entries	5120	
Packet buffer per SKU	16 MB buffer for 24- or 48-port Gigabit Ethernet models	
FNF entries	64,000 flow on 24- and 48-port Gigabit Ethernet models	
DRAM	8 GB	
Flash	16 GB	
VLAN IDs	4000	
Total Switched Virtual Interfaces (SVIs)	2000	

Jumbo frames	9198 bytes
Total routed ports per 9300 Series stack	208
Wireless bandwidth per switch	Up to 96 Gbps on 48-port Gigabit Ethernet model
Forwarding rate	154.76 Mpps
Dimensions (H x W x D)	1.73 x 17.5 x 17.5 Inches
Weight	16.33 Pounds
Mean time between failures (hours)	299,000
Safety certifications	• UL 60950-1 • CAN/CSA-C222.2 No. 60950-1 • EN 60950-1 • IEC 60950-1 • AS/NZS 60950.1 • IEEE 802.3
Electromagnetic emissions certifications	• 47 CFR Part 15 • CISPR22 Class A • EN 300 386 V1.6.1 • EN 55022 Class A • EN 55032 Class A • CISPR 32 Class A • EN61000-3-2 • EN61000-3-3 • ICES-003 Class A • TCVN 7189 Class A • V-3 Class A • CISPR24 • EN 300 386 • EN55024 • TCVN 7317
Environmental	Reduction of Hazardous Substances (ROHS) 5

b.) <u>24Port Edge Switch</u>

2. C9300-24P-E Specification		**Proposed Solution**
Part Number	C9300-24P-E	
Product Description	Catalyst 9300 24-port PoE+, Network Essentials	
Total 10/100/1000 or Multigigabit copper ports	24 POE+	
Default AC power supply	715W AC	
Available PoE power	445W	
Cisco StackWise-480	Yes	
Cisco StackPower	Yes	

Default power supply	PWR-C1-715WAC-P/2
Switching capacity	208 Gbps on 24-port Gigabit Ethernet model
Stacking bandwidth	480 Gbps
Total number of MAC addresses	32,000
Total number of IPv4 routes (ARP plus learned routes)	32,000 (24,000 direct routes and 8000 indirect routes)
IPv4 routing entries	32,000
IPv6 routing entries	16,000
Multicast routing scale	8000
QoS scale entries	5120
ACL scale entries	5120
Packet buffer per SKU	16 MB buffer for 24- or 48-port Gigabit Ethernet models
FNF entries	64,000 flow on 24- and 48-port Gigabit Ethernet models
DRAM	8 GB
Flash	16 GB
VLAN IDs	4000
Total Switched Virtual Interfaces (SVIs)	2000
Jumbo frames	9198 bytes
Total routed ports per 9300 Series stack	208
Wireless bandwidth per switch	Up to 48 Gbps on 24-port Gigabit Ethernet model
Forwarding rate	154.76 Mpps
Dimensions (H x W x D)	1.73 x 17.5 x 17.5 Inches
Weight	16.33 Pounds
Mean time between failures (hours)	299,000

Safety certifications	• UL 60950-1 • CAN/CSA-C222.2 No. 60950-1 • EN 60950-1 • IEC 60950-1 • AS/NZS 60950.1 • IEEE 802.3
Electromagnetic emissions certifications	• 47 CFR Part 15 • CISPR22 Class A • EN 300 386 V1.6.1 • EN 55022 Class A • EN 55032 Class A • CISPR 32 Class A • EN61000-3-2 • EN61000-3-3 • ICES-003 Class A • TCVN 7189 Class A • V-3 Class A • CISPR24 • EN 300 386 • EN55024 • TCVN 7317
Environmental	Reduction of Hazardous Substances (ROHS) 5

1.00 IP CCTV SURVEILLANCE SYSTEM:

a) <u>IP Video System Overview:</u>

- Transmit and Receive H.265, H.264 and MPEG-4 Video and bi-directional Audio.
- Video and alarm management software under one single front end and should be on open platform with support to renowned IP camera brands (like Axis, Pelco, Samsung Hanwa, Honeywell, Panasonic, Sony etc.)
- Support for multi user and multi user group environment in addition to user hierarchy
- System should allow to be used as a distributed or central architecture with support to any number of cameras and any number of clients that may be added in future.
- System Guarantees Bandwidth & Frame rate control.
- Provides Activity Controlled Frame rate, which in turn reduces the Bandwidth and the Storage requirements.
- Provides Broadcast Quality Video across IP network including Internet.
- Provides multiple failover and network resilience.
- Provides real time recording at 25fps with no frame loss.
- Provides PTZ Camera Controls & Binary INPUT/OUTPUT controls.
- Supports Multiple IP Video Streams.
- Secured recording for evidence purposes and user authentication to protect data integrity.
- Video Stream bit rate selectable from 32 to 4096kbps. or better
- All the IP cameras shall have SD card slot for recording in SD card when network is down/fail

b) Network Video Recorder

8 Channel Standard Network Video Recorder – The NVR should currently be supported by the Manufacturer and not less than 5 year to end of life.		**Proposal Solution**
•	8 Channel upto 8MP Resolution	
•	H.265, MPEG4 and Motion JPEG, Recording Bandwidth Max 160 Mbps (Raid 5/6).	
•	Network interface: Dual 1 Gigabit Ethernet	
•	Monitor Output: 1 No. HDMI Ports and DVI w/VGA adapter RCA Spot monitor output	
•	Minimum 1 SATA HDDs upto (6 TB each) Support no limitations on the kind of storage to be used (RAID, NAS, etc).	
•	Automatic camera registration, any Recording Device ONVIF and Major Camera Brands Support	
•	Network management/viewer software inbuilt	
•	In built intelligent video analysis capabilities (Face Detection, Number plate Recognition, Heat map Generation, Counting)	
•	System should be in Linux/Windows	

c) CCTV CAMERAS

i. <u>TYPE</u> A CAMERA - The Camera should currently be supported by the Manufacturer and not less than 5 year to end of life.

Tender Specifications for Outdoor/Indoor > or = 2MP varifocal Lens IR Dome Camera	**Proposed Solution**
The camera should be of >or= 2 MP Dome type	
The camera should have 3.9 ~ 9.4mm(2.4x) motorized varifocal lens with maximum aperture ratio of F1.6	
The lens mount should be Board type	
The image sensor used in the camera should >1/1.5" 6M CMOS Progressive Scan,	
The Electronic shutter time of the camera should be Minimum / Maximum / Anti flicker (2 ~ 1/12,000sec)	
The minimum illumination(B/W) provided should be 0 Lux with IR LED on	
The minimum illumination Color : 0.07Lux (F1.3, 1/30sec)	
Adaptive IR >45m ; auto ON in night mode, or off	
The camera should have the property of IR cut filter with auto switch	
The camera should have SNR of >50 dB	
The camera should have the property of WDR (Wide Dynamic Range) of >100dB	
The camera should provide 3D DNR (Digital Noise Reduction) SSNRV (2D+3D noise filter) (Off / On)	
Compression Standards	
The video compression of the camera should be H.265 COMPLIANT /MJPEG	
The Bit Rate Control Method of the camera should be H.265: CBR or VBR, MJPEG : VBR	
The camera should be capable of providing more than 3 streams	
Image	
The Maximum Image Resolution of the Camera should be 2560 x 1920 @ 30fps	
The camera should have configurable frame rate up to 30 frames	
The Camera should have GOP ration should be from 1-100	
The cameras should have image settings like Rotate mode, Saturation, Brightness, Contrast adjustable by client software or web browser	
The cameras should have Motion detection, View Tampering alarm, Trip wire, Line Crossing, Directional Motion, Zone intrusion, Object Intrusion etc.	
The Camera should have support of ROI, BLC, Digital Zoom and Edge Recording, smart stream(Max. 3 windows)Function support	
Alerts	
The camera should generate alarm trigger on Motion detection, Network disconnect, IP address conflict, Storage full , Storage error, Video Tamper, Trip wire, Zone intrusion	
Network	
The camera should be interoperable with ONVIF, PSIA, CGI, ISAPI	
The camera should support TCP/IP,ICMP,HTTP,HTTPS,FTP,DHCP,DNS,DDNS,RTP,RTSP,RTCP,PPPoE, NTP,UPnP,SMTP,SNMP,IGMP,802.1X,QoS,IPv6,Bonjour	
The camera should be ONVIF S compliant	
Security	

HTTPS (SSL) Login Authentication, Digest Login Authentication IP Address Filtering, User access Log, 802.1X Authentication	
Interface	
The communication interface of the camera should be 1 RJ45 10/100Mbps Ethernet	
The camera should have a 128GB SD card support	
General	
There should be minimum 30 - Through-hole LEDs with Wave Length 850nm	
The distance covered by the camera should be >30m	
The camera should have PoE (802.3af)	
The camera should have CE,FCC, IK10 Vandal Resistant for Outdoor Version	

ii. **TYPE B -** The Camera should currently be supported by the Manufacturer and not less than 5 year to end of life.

Tender Specifications for 2MP Outdoor/Indoor/Vandal Proof Varifocal Lens IR Bullet Camera	
Specifications	
The camera should be of > or =2 MP Bullet type	
The camera should have 3.7 ~ 9.4mm (3.1x) motorized Varifocal lens with maximum aperture ratio of F1.2	
The lens mount should be Board type	
The image sensor used in the camera should >= 1 / 8" 6M CMOS Progressive Scan,	
The Electronic Shutter Speed of the camera should be Minimum / Maximum / Anti flicker (2 ~ 1/12,000sec)	
The minimum illumination(B/W) provided should be 0 Lux with IR LED on	
Adaptive IR up to 50 m; auto ON in night mode, or off	
The minimum illumination Color : 0.07Lux (F1.2, 1/30sec)	
The camera should have the property of IR cut filter with auto switch	
The camera should have SNR of >=50 dB	
The camera should have the property of (Wide Dynamic Range), WDR of >=120dB	
The camera should provide 3 DNR (Digital Noise Reduction) of SSNRV (2D+3D noise filter) (Off / On)	
Compression Standards	
The video compression of the camera should be H.265/MJPEG compliant	
The bit rate of the camera should be 512 Kbps ~ 4 Mbps	
The camera should be capable of providing minimum of 4 streams	
Image	
The Maximum Image Resolution of the Camera should not less than 2560 x 1920@ 30fps	
Frame rate H.265: Max. 30fps at all resolutions, MJPEG : Max. 30fps	
The Camera should have GOP ration should be from 1-100	
The cameras should have image settings like Rotate mode, Saturation, Brightness, Contrast adjustable by client software or web browser	
The cameras should have Motion detection, View Tampering alarm, Trip wire, Line Crossing, Directional Motion, Zone intrusion, Object Intrusion.	

The Camera should have support of ROI, BLC, Digital Zoom and Edge Recording, smart stream(Max. 3 windows)Function support	
Alerts	
The camera should generate alarm trigger on Motion detection, Network disconnect, IP address conflict, Storage full , Storage error, Video Tamper, Trip wire, Zone intrusion	
Network	
The camera should be interoperable with ONVIF, PSIA, CGI, ISAPI	
The camera should support TCP/IP,ICMP,HTTP,HTTPS,FTP,DHCP,DNS,DDNS,RTP,RTSP,RTCP,PPPoE, NTP,UPnP,SMTP,SNMP,IGMP,802.1X,QoS,IPv6,Bonjour	
The camera should be ONVIF S compliant	
Security	
HTTPS (SSL) Login Authentication, Digest Login Authentication IP Address Filtering, User access Log, 802.1X Authentication	
Interface	
The communication interface of the camera should be 1 RJ45 10/100Mbps Ethernet	
The camera should have a 128GB or more SD card support	
General	
The camera should have PoE(802.3af)	
The camera should have IP67, IP66, NEMA 4X / IK10 Vandal Resistant for outdoor usage	

d) Raid Storage:

- RAID-5 compliant
- Upto fifteen (15) 1-inch-by-3.5-inch SATA II hot-pluggable 3.0 Gbps hard drives a t speeds of 7200 rpm
- Loaded with 6TB usable storage (after RAID 5 implementation) with hot-pluggable drives and minimum one spare drive. Maximum capacity upto 15TB using fifteen 1TB drives.
- Upgradable for dual host support providing direct connectivity to drives 0 though 6 and a separate connectivity to drives 7 to 14
- LED indications for systems status, power, split mode, activity, drive indicator per drive, fan fault, SAS ports etc.
- Configured with RAID 5 support for RAID levels 0,1,5,510,50
- Operating temperature upto 35 degree Celsius

5.00 ACCESS CONTROL SYSTEM

The main components of an access control system are:

a) Intelligent System Controller and Server

b) The proximity card reader

c) The proximity cards

d) The electric strike-lock

e) Biometric readers

f) Electric Strikes/Magnetic locks

5.1. ACCESS MODULAR CONTROLLER

TECHNICAL SPECIFICATIONS Compliant Standards : ISO 9001		
Item	**Minimum Specifications**	**Proposed Solution**
Brand	State the brand, model and attach Technical Brochure (Mandatory)	
Key Features	• The System Controllers shall be intelligent hardware devices with a full on-board database of tags and access data. • The System Controllers shall operate in a truly standalone mode when there is no network connection available to the ACS database engine module. • Each system controller/cluster controller shall be capable of storing up to **10 000 tags**, and shall be capable of buffering up to **100 thousand transactions** should the connection to the ACS polling module be lost. • The ACS controller shall be capable of facilitating more tags and transactions if coupled with another master device (System Controller or Application Controller) which increases storage and processing capacity. • The System Controllers shall allow for the easy expansion of door controllers without the need to physically wire power and communications between these devices. • Supports full off-line functionality, including anti-pass back, access rights, emergency and lockdown modes. • RS485 – with connectivity speeds of 38,400 Baud • • TCP/IP Ethernet connectivity – with support for up to 100Mbps connectivity speeds • Serial BUS – with connectivity speeds of 9,600 Baud. • Database on global Microsoft SQL platform, using HTML5 • Simple integration with CCTV, intrusion alarms Fire and elevators	
Key Functions	• The ACS server console shall provide an auto detect function that shall poll the RS485 bus, or the LAN/WAN for any ACS controllers	

	• The ACS controllers shall respond back with their respective factory assigned addresses which shall be automatically inserted into the ACS database. • The ACS system controllers logically addresses shall automatically be assigned to the devices without any user intervention. • The ACS System Controller shall support up to 64 physical devices connected via RS485 terminal, communications bus, TCP/IP or proprietary solutions. • Proprietary door controllers for connection of proprietary ACS readers. • 3rd Party door controllers for connection of 3rd Party door readers such as biometric devices. • Door Controllers with the following, or a combination of the following, components built in to facilitate the opening of doors and the monitoring of doors, Dry contact relays, Digital inputs, Ports for connection to ACS readers, Communications port for 3rd Party readers, RS485 and SBUS connectivity. • Each Door Controller shall support ≥ two (2) readers.	
Performance	• TCP/IP, RS485 and Serial Bus Communication	
Hardware	• Ethernet and RS485 communication protocols • 32-bit ARM Cortex M3 processor • Operating temperature of -25°C to +60°C • 4KB Ram 48KB Flash Memory • 8 LED diagnostic indicators • Anti-tamper switch • Real time clock battery backup	
Power	• Input voltage of 12 VDC to 15 VDC Polarity Sensitive, 140mA current, 1.7W Power, Reverse polarity and transient voltage protection	
Environmental class	• IP 20;	
Certifications	• UL(US), CE(EU), SABS (RSA) ROHS	
Housing	• Plastic housing 18.6cm (l) x 9.9cm (w) x 5.7cm (h) • Housing material black ABS plastic or IPS boxed solution	
Data Transfer	• Encrypted	
Warranty	Comprehensive 3 Years Manufacturer's Warranty (*Attach Manufacturer's Warranty Statement*)	

5.2. CARD READER

TECHNICAL SPECIFICATIONS Compliant Standards: • CE approved & ISO 9001		
Item	**Minimum Specifications**	**Proposed Solution**
Brand	State the brand, model and attach Technical Brochure (Mandatory)	
Key Features	• The ACS readers shall be any of the following type; ABS Plastic, ABS Plastic with Keypad, Metal Alloy, Stainless Steel & ABS Plastic, Stainless Steel & ABS Plastic with Keypad. • Communications distance of up to 150 m (164 yd) via the Wiegand Bus. • Read Range 25 – 50 mm (1 – 2 in) • Suitable for OEM developments. • Multiple Wiegand output formats (26-bit and 44-bit). • A single tri-coloured Red, Green or Amber Status LED. • 12-Button Keypads • Programmable facility code for use with PIN-code entry • AES 128-bit encryption with Diffie-Hellman key exchange. • Supports both 125 kHz and 13.56 MHz Tag types. • CSN Read capability from various Tag types: Slim Tags, Omega Tags, Philips HITAG™ 1, Philips HITAG™ 2, HID Tags (H10301, H10302 and H10304), ISO 15693-2 iClass Tags and ISO 14443A MIFARE® Tags. • PCB mounted Anti-tamper switch. • A 4 kHz piezo-electric Buzzer. • An external Wiegand communications bus interface. • Compatible with third-party systems using the Wiegand 44-bit output. • Conveniently use in OEM applications using either 26-bit or 44-bit Wiegand Protocol. • Mark resistant housing.	
Interfaces	• Multiple Wiegand output formats (26-bit and 44-bit). • Connects to controllers on Wiegand or RS-485	
Hardware	• Mounting: Mullion Size; mount on door mullion or any flat surface • Product Weight: 2.7oz	
Power	• Input Voltage Rating: 8 V DC to 14 V DC, polarity sensitive. • Supply Voltage 12 V DC • (All indicators on): 100 1.2 • Permissible Input Supply Ripple • Voltage (Max): 1 V PP at 50 Hz.	
Environmental class	• IP65 Indoor/Outdoor	

	• Operating Temperature: -25°C to +60°C (-13°F to +140°F). • Storage Temperature: -40°C to +80°C (-40°F to +176°F). • Humidity Range: 0 to 95% relative humidity at +40°C • (+104°F) non-condensing.	
Housing	• Length: 97 mm (3.8 in) • Width: 45 mm (1.8 in) • Height: 21 mm (0.8 in) • Housing Material: ABS Plastic (Black) • Face Plate Material : 304 Stainless Steel (Brushed)	
	5.2.1.BIOMETRIC & CARD Reader	
Template output format	• 1:1: ANSI 378 1:N: Proprietary (ANSI 378+ format)	
Fingerprint Biometric Sensor Type	• Sensor type Optical (multispectral imaging) • Template output format 1:1 ANSI 378 | 1:N Proprietary (ANSI378+ format) • Verify (1:1) match ANSI 378 template • Identify (1: N) search Proprietary template (ANSI 378+ format), Max. 5k users with unlock • Latent and liveness detection Yes (multispectral imaging) • Database 1k users standard, 5k users with unlock • No. of templates per user 10 Max • No. of fingers on card 2 Max	
Communications	• Ethernet Base-T 10/100 • RS-485 Supported • Wiegand/OSDP Supported • I/O Door position sensor Inputs, Relay connections, Request to Exit Inputs	
User Interface	Buzzer Single tone LED Tri-coloured status LED Tamper Optical tamper protection Tag compatibility: Secure Identity Object™ (SIO) on iCLASS® Seos®, iCLASS SE®/SR | iCLASS® Access Control Application (standard iCLASS cards) ISO 14443A (MIFARE) CSN, ISO 14443B CSN | Secure Identity Object (SIO) on NFC-enabled devices using Host-Based Card Emulation, Template of Card with Seos | Mobile IDs (Bluetooth Smart	
Environmental class	• IP66 Indoor/Outdoor • Operating Temperature: -20°C to +55°C • Storage Temperature: -40°C to +80°C • Humidity Range: 0 to 80% relative humidity at +40°C • (+104°F) non-condensing.	

Warranty	Comprehensive 3 Years Manufacturer's Warranty (*Attach Manufacturer's Warranty Statement*)	

5.3. ACCESS CONTROL SYSTEM SOFTWARE

TECHNICAL SPECIFICATIONS Compliant Standards:		
Item	**Minimum Specifications**	**Proposed Solution**
Brand	State the brand, model and attach Technical Brochure (Mandatory)	
Key Features	• The Access Software offers a map viewer, which provides a graphical representation of the premises with device control directly from the map. Monitoring modules shall also include a text based transaction module • integrated video functionality • Visitor Management- Visitor management shall allow for the pre-authorization and first time arrival of guests to a site. • The operator shall have the following functionality via GUI: • Create a new visitor • Set a start and end time for the visitor • Choose the access permissions for the visitor • Generate a one-time pin (OTP) for the visitor to gain access • Send an email with information pertaining to visitors visit details • Add information such as vehicle details, reason for entry, whom visiting • In addition the software shall allow easy use via mobile devices or computers via a HTML 5 compliant internet browser. • The software shall be linked via the API / integration layer in order for the visitor to be enabled in the ACS system. All data shall be able to be reported on via the ACS software. The ACS software shall make available the remote / mobile biometric and card units to be used in conjunction with the Visitor Management module. • Threat levels – when activated, pre-selected doors shall be opened automatically or security will be increased, based upon the defined rules and depending upon the severity of the threat. • Scheduled Tours – ability to create predefined schedules for cleaning, guards or maintenance staff with online	

	validation that defined points have been reached within a particular time frame. • Alarm Mode – when an intrusion or fire alarm is activated, a signal shall be received by the ACS and system configured actions shall be triggered. • Time Triggered Actions – specified actions may be activated at specified times with the capacity to generate 512 Time Triggered Actions per site. • Holidays - feature to define Holidays and qualify access rights accordingly. • The ACS shall provide suitable T&A hardware and facilitate integration of a T&A solution. • The facility to set a Relaxed or Strict APB status • The option of single tag use, or multiple tag use per location. • An interface for the administration of tag holders. • The ability to assign up to 10 tags per tag holder. • The option of linking up to 30 access groups to a single tag. • The option of assigning access groups across multiple sites in the ACS. • The ability to configure up to 10 000 Access Groups per site	
Remote Administration	• It shall be possible to administer and view the ACS sites remotely via an HTML5 compliant browser using any HTML 5 compatible device.	
Access Modes	• Card only • Card with PIN (Verification PIN) • PIN or Card (Identification PIN) • Bio and Card • Bio Only	
Integration	The ACS software supports integration options via XML format commands for one or more or all the following 3rd party systems: • Intrusion Alarm systems • Fire alarms • Elevators • Human Resources Databases • Time and Attendance Systems • ERP, SCM and CRM Systems • Student Enrolment Systems • Digital and Network Video Recording Systems • Visitor Enrolment solutions	
Reports	• The Reports feature include the following; • Tag Holder report – Displays information on tag holders in the system. • Transaction Report – Displays all tagholders transactions on a specific date • Zone Occupancy – Provides APB zone occupancy information	

	• Time Based Reports – Combines a number of time based reports • The ability to run and save customized reports. • Feature to export all reports to PDF and CSV • Contain graphical representation for ease of use in reports i.e. graphs • Allow for full audit reporting of all events and actions which take place on the ACS system. • The ACS reports facilitate customizable fields. Reports shall be filterable and columns shall be able to be configurable from a display perspective	
Max. number of access authorizations groups	• 10,00 per site	
Card enrollment	• USB enrollment devices AMC connected readers	
Operator Security	• The ACS software shall include an Operator Security module that will enable the System Administrator to define operator groups for users who will operate the various modules. • The Operator Security module shall facilitate the creation of users and passwords, as well as user groups. • The System Administrator shall be able to set up application security as well as granular security settings within each application. • The Operator Security module shall facilitate the assignment of tag holder access groups to selected operator groups. • The ACS must provide configurable security options to limit system users' activity within it. Such operator security must be configurable on a per user group basis.	
System Health Check Reporting	• The ACS system shall have a health checking or self-diagnostic capability. The Health check shall inform an administrator/system integrator of any faults or issues as well as explain any user initiated elements that are at variance with the rules of implementation. This process must be an automated process	
Minimum Software Specification	• Windows operating system: • Windows 2016 Standard Server (64 bit) • Windows 2012 R2 Server • Windows 10 x 64 Professional • Windows • Database: Microsoft SQL Server2014	
License	Comprehensive Manufacturer's license	

5.4. POWER SUPPLY MODULE

TECHNICAL SPECIFICATIONS Compliant Standards:		
Item	**Minimum Specifications**	**Proposed Solution**
Brand	State the brand, model and attach Technical Brochure (Mandatory)	
Key Features	• AC Power failure supervision relay • Battery failure / low battery supervision relay • DC Power failure supervision relay (EAP-5D5Q only) • Auxiliary output relay • Relays rated 3A@24VDC, 3A@120VAC • Adjustable voltage range to compensate for voltage drop • Built-in backup battery charger (battery not included) • Selectable 2.2k 9 End-of-Line (EOL) resistor for AC failure and battery failure supervision relays via DIP switch • Selectable delay timer (5 seconds, 5 minutes, 5 hours) for AC failure supervision relay via DIP switch • LED Status indicator for AC input, DC output and channel outputs	
Power	• Operating Input voltage: 240 VAC • Field-selectable 12 or 24 VDC output • Total continuous output current: 5A@12VDC, 2.5A@24VDC • Individually fused power output (PTC-type fuses) rated at 1.1A, fail-safe or fail-secure modes. • AC Input fuse rated at 3.15A • Adjustable Output Voltage Range: 11~15 @ 12VDC setting, via VR switch, 23~28 @ 24VDC setting, via VR switch • Number of Outputs: 5	
Enclosure	• Heavy-duty steel case with ventilation holes • Enclosure large enough to fit (>two (2) 12V/12Ah batteries) • Removable steel cover for easy access to power connections • 6ft Power cord and battery leads included • Dimensions: (377x363x105 mm)	
Warranty	Comprehensive Manufacturer's Warranty (*Attach Manufacturer's Warranty Statement*)	

5.5. ELECTRIC STRIKE

TECHNICAL SPECIFICATIONS Compliant Standards: ANSI/ BHMA A156.31, Grade 2		
Item	**Minimum Specifications**	**Proposed Solution**
Brand	State the brand, model and attach Technical Brochure (Mandatory)	
Key Features	• Centerline Electric Strike • 4 Interchangeable Application Faceplates • Full Monitoring is Standard, • Including: Latched and Unlatched • Status, Keeper Closed and • Deadlocked, or Unlocked • Keeper Open Status Optional • Reversible Failsafe/Failsecure, no disassembly • 1/4" Horizontal Alignment Adjustment • Plated Architectural Finishes Available • For 5/8" latch or 3/4" latch with 1/8" door gap • Latch position status standard • Keeper closed & deadlocked/unlocked status standard • Field selectable failsecure - failsafe • Field selectable voltage • ¼" Horizontal alignment adjustment • Low profile, 1-3/16" deep • Plug-in wire connectors • Mounting tabs • Non-handed • All stainless steel parts with durable die cast body for corrosion resistance • Fewer moving parts for maximum life • Stainless steel standard with square corner faceplate • Aluminum standard with radius corner faceplate • *Centerline Latch Entry: The latch must enter at the strike	
Power	• Dual Voltage Coil: 200/100mA @ 12/24V DC, 140/70mA @ 12/24V AC • Latch Position Status (std) SPDT, Dry 3Amp @ 30V • Keeper Closed & Locked Status (std) SPDT, Dry 3Amp @ 30V • Keeper Open/Closed Status (optional) SPDT, Dry 3Amp @ 30V	
Warranty	Comprehensive Manufacturer's Warranty (*Attach Manufacturer's Warranty Statement*)	

5.6. PUSH TO EXIT BUTTON

TECHNICAL SPECIFICATIONS		
Compliant Standards: NFPA Compliant		
Item	**Minimum Specifications**	**Proposed Solution**
Brand	State the brand, model and attach Technical Brochure (Mandatory)	
Key Features	• illuminated switch button • high impact resistant material • Integrated electronic timer, adj. 1-60 sec, 12/24VDC, DPDT 2Amp contact • Wire Leads 6", 20 Gauge • Stainless Steel – Standard • 1 Green LED • narrow frame mount exit switch	

5.7. PROXIMITY CARDS

TECHNICAL SPECIFICATIONS Compliant Standards: ISO/IEC 15693		
Item	**Minimum Specifications**	**Proposed Solution**
Brand	State the brand, model and attach Technical Brochure (Mandatory)	
Key Features	• 13.56 MHz read/write contactless smart card technology provides high-speed, reliable communications with high data integrity. • Constructed with ABS shell and PVC cover label, offering durable packaging. • Available in 2k bit (256 Byte), two application area configurations only. • iCLASS technology ensures high security with mutual authentication, encrypted data transfer, and 64-bit diversified keys for read/write capabilities. • Meets ISO 15693 standard for contactless communications. • A PVC Overlay allows for on-site Photo ID production using most direct image printers. • triple DES encryption.	
Data Retention	• 10 years	
Write Endurance	• Min. 100,000 cycles	
Memory Type	• EEPROM, read/write	

Baud Rate	• 26 Kbps	
Transaction Time	• <100ms typical	
Operating Humidity	• 5-95% non-condensing	
Operating Temperature	• -40° to 160° F (-40° to 70° C)	
Card Construction	• ABS Shell with PVC Cover Label.	
Weight	• 0.24 oz (6.8 g)	
Dimensions	• 2.125” x 3.375” x 0.070” max. (5.40 x 8.57 x 0.18 cm)	
Typical Maximum Read Range	• R10: 1.5-2.5” (3.8-6.3 cm) • R30/RW300: 1.5-3.0” (3.8-7.6 cm) • R40/RW400: 2.5-4.5” (5.1-10.2 cm) • RK40/RWK400: 3.0-4.0” (6.3-8.9 cm)	
Warranty	Comprehensive Manufacturer’s Warranty (Attach Manufacturer's Warranty Statement)	

5.8. OVERRIDE KEY SWITCH

TECHNICAL SPECIFICATIONS Compliant Standards:		
Item	**Minimum Specifications**	**Proposed Solution**
Brand	State the brand, model and attach Technical Brochure (Mandatory)	
Key Features	• Tamper Resistant, Recessed Cylinder • Tamper Resistant Spanner Screws • Heavy Duty All Steel Assembly • Stainless Steel Faceplates of 0.25" Thickness of Aluminum • Large Actuator for Positive and Consistent Activation • 6 Amp @ 30 VDC Resistive • 7", 22 Gauge Wire Leads • Compatible with 1.0" or 1.375" Mortise Cylinder (included) • Anti-Tamper Sensor, SPDT • Turning the key left or right actuates and latches the contact. Contact position is maintained until the key is inserted and turned again.	

5.9. ENCLOSURE

TECHNICAL SPECIFICATIONS Compliant Standards: UL294		
Item	**Minimum Specifications**	**Proposed Solution**
Brand	State the brand, model and attach Technical Brochure (Mandatory)	
Key Features	◦ housing with pre-assembled cables ◦ cable set - partially pre-assembled ◦ cable ties (short) for securing the cables ◦ screws and screw anchors for wall-mounting ◦ 1 DIN rail for mounting	

5.10. EMERGENCY EXIT DEVICE

TECHNICAL SPECIFICATIONS

Compliant Standards: CE marked to BS EN 1125

Item	Minimum Specifications	Proposed Solution
Brand	State the brand, model and attach Technical Brochure (Mandatory)	
Key Features	◦ Suitable for push face of outward opening door ◦ 3 point locking comprising ◦ Single point central deadlatch (active leaf ◦ 2 point upper and lower pullman latches (inacti ◦ Non-handed for maximum flexibility ◦ Max. door leaf width : 900mm or 1200mm ◦ Anti-thrust steel deadlatch ◦ Adjustable steel strike ◦ Rods with integral cover ◦ Complete with signage and fixing instructions ◦ Supplied complete with adjustable flat, corner strikes to suit various door frame overlap sizes ◦ push bar and rods can be cut down to size ◦ Suitable for timber and metal application ◦ Silver finish ◦ Signage as required by BS EN 1125 annex A19, coloured green & white as detailed in BS5499	
Warranty	Comprehensive Manufacturer's Warranty (Attach Manufacturer's Warranty Statement)	

5.11. OUTSIDE ACCESS DEVICE

TECHNICAL SPECIFICATIONS

Compliant Standards: fire tests to BS EN 1634-1

Item	Minimum Specifications	Proposed Solution
Brand	State the brand, model and attach Technical Brochure (Mandatory)	
Key Features	◦ Suitable for the external face of outward opening doors ◦ Suitable for timber or metal doors ◦ Lever withdraws latches when key has authorized access ◦ At no time is panic egress prevented ◦ Captive key function (site selectable) ◦ Clutch Release Protection System (CRPS) to protect against abuse ◦ Concealed fixings	

	⬩ Non-handed for maximum flexibility ⬩ For use with **Emergency Exit Device** ⬩ Available in SIL finish as standard ⬩ Complete with a cylinder which incorporates a RIGHT orientated cam.
Warranty	Comprehensive Manufacturer's Warranty (Attach Manufacturer's Warranty Statement)

6.00 AUDIO VISUAL EQUIPMENTS

6.11 Speakers

2way built in Ceiling Loudspeakers

General

Product Type	Speakers - for PA system
Enclosure Color	White, RAL 9003
Enclosure Material	Plastic, steel

Speaker System

System Components	2 speakers
Speaker Type	Coaxial - 2-way – passive
Nominal Output Power	20 Watt
Max (RMS) Output Power	40 Watt
Frequency Response	60 - 20000 Hz
Nominal Impedance	8 Ohm
Max Output Level (Max SPL)	109 dB
Sensitivity	93 dB
Integrated Transformer	70V/100V or 8 Ohm operation
Coverage	80° x 80°
Recommended Placing	In-ceiling mounted

Speaker System Details

Driver Details	Speaker: woofer driver - 8" Speaker: tweeter driver - 1"

Connections

Connector Type	Speakers input (terminal block (clamp))

Miscellaneous

Included Accessories	Connecting block
Compliant Standards	IP44

6.12 Ceiling Woofer

MQ 50C
TWO-WAY CEILING SPEAKER

- Two way bass reflex ceiling speaker for music reproduction
- Speaker: woofer 5" neodymium magnet tweeter 1" dome neodymium magnet
- Power/RMS: 120/60W Bypass
- Impedance: [Bypass] 16 Ω
- Crossover frequencies: 3000 Hz, 12/12 dB/oct - High pass filter at 150 Hz
- Angle of coverage: 120° horizontal x 120° vertical

- Cabinet: Plastic material self-extinguishing, Tuned Alu-dome
- White finish

6.13 Table Top Unit

Input ports	2x HDMI 2.0, 3x USB A, 1x USB Type C, 1x RJ45, 1x VGA+Audio, 1x Power Plug
Panel Dimension	199mm*129mm; R=16mm
Hole Dimension	191mm*121mm R=12mm
Color	Silver cover; Black box.
HDMI	HDMI 2.0, 30cm cable Male to Male
USB	USB 3.0, 30cm cable Male to Male
Type C	C to C Male to Male connector
VGA	15pin HD Female to Male connector
3.5mm	3.5mm Male to Male connector
RJ45	CAT6, Male connector
Power Plug	Universal, 100-240V 50/60Hz, 10A

6.14 Boardroom/teleconferencing Presentation Switcher

Items	Specs
Input Video Port	1 x VGA; 2 x HDMI; 1 x USB-C; 1 x LAN, 10/100/1000 Mbps Ethernet; 1 x WLAN
Input Resolution	VGA: Up to 1920×1080 60Hz HDMI/USB-C: Up to 3840×2160 30Hz LAN/WLAN: Up to 1920×1080 60Hz
Output Video Port	2 x HDMI
Output Resolution	HDMI OUT 1: Up to 3840×2160 30Hz HDMI OUT 2: Up to 1920×1080 60Hz
Input Audio Port	2 x HDMI, 1 x USB-C, 1 x LAN, 1 x Analog Audio, 1 x WLAN
Input Audio Format	RAW PCM, 16 bit, 32/44.1/48KHz sps; PCM 2.0
Output Audio Port	2 x HDMI, 1 x Analog Audio
Output Audio Format	RAW PCM, 16 bit, 32/44.1/48KHz sps; PCM 2.0
Control Method	Front panel buttons; Web UI; Telnet API/CLI; RS232; 10-Key Control pad
Wi-Fi	IEEE 802.11 a/b/g/n/ac
Frequency	Dual bands, 2.4~2.4835GHz, 5.0~5.8GHz
Security	WEP, TKIP, AES, WPA, WPA2
Operating Temperature	0°C to 45°C (32°F to 113°F)
Storage Temperature	-20°C to 70°C (-4°F to 158°F)
Humidity	10% to 90%, non-condensing
ESD Protection	Human-body Model: ±8kV (Air-gap discharge)/; ±4kV (Contact discharge)
Power Supply	12 V 1 A DC

Power Consumption	20W (Max)

6.15 Web Conferencing Camera

Model	VB70
Pixel	12M
Resolution and Frame Rate	H.264/MJPG : (1)3840×2160 (2)2560×1440 (3)1920×1081 (4)1280×720 (5)1024*576 (6)960×541 (7)800×600 (8)640×480 (9)640×361 (10)480×270 (11)352×288 (12)320×241 (13)320×180 (14)176×144 (15)160×121 (16)160×91 YUV2 : (1)640×480 (2)640×360 (3)480×271 (4)352×288 (5)320×240 (6)320×181 (7)176×144 (8)160×120 (9)160×91
Output Format	Output Format H.264/MJPG/YUY3
Field of View	Field of View FOV 120°(D)
Adjustable Angle	Adjustable Angle Up and down 15 by manual adjustment
Focus mode	Focus mode Fixed focus
Focus distance	Focus distance 1m
Sound Channel	1
Audio Output	1×8W
Microphone	6
Voice Pickup Range	8m
Wireless Communication	802.11 a/b/g/n/ac
WiFi Frequency	2.4GHz/5GHz
WiFi Distance	0~10m
Power Requirements	12V 3A
Overall Power(Max.)	36W
Standby Power	≤0.5W
USB Type-C	1
USB3.0	1
AUDIO IN/OUT	1
HDMI OUT	1
DC 2.0	1
RJ45	1

i. 1000 VA UPS

Minimum Specifications

Main

Main Input Voltage - 230 V

Other Input Voltage - 220 V, 240 V

Main Output Voltage - 230 V

Other Output Voltage - 220 V, 240 V

Rated power in W - 600 W

Rated power in VA - 1000 VA

Input Connection Type - IEC 320 C14

Output connection type

- 4 IEC 320 C132
- IEC Jumpers

Number of rack unit - 2U

Number of cables - 1

Battery type - Lead-acid battery

Provided equipment

- Documentation CD
- Installation guide
- Rack mounting brackets
- USB cable

General

Number of power module filled

Slots - 0

Number of power module free slots - 0

Product web sub-family - Cloud-enabled monitoring

Redundant – No

Physical Colour

- Black **Height -**

8.6 cm **Width -**

43.2 cm **Depth -**

40.6 cm

Net weight - 20.52 kg **Mounting**

location - Front **Mounting**

preference - Lower **Mounting**

mode - Rack-mounted **Two post**

mountable - 1

USB compatible – Yes

Input

Input voltage limits

- 170...300 V adjustable
- 180...287 V

Network frequency - 50/60 Hz +/- 3 Hz auto-sensing

Output

Harmonic distortion - Less than 5 %

Maximum configurable power in VA - 1000 VA

Maximum configurable power in W - 600 W

Transfer time - 6 ms typical : 10 ms maximum

UPS type - Line interactive

Wave type - Sine wave

Output frequency - 50/60 Hz +/- 3 Hz sync to mains

Conformance

Product certifications

- C-Tick
- CE
- GOST
- VDE

Standards

- EN/IEC 62040-1:2019/A11:2021
- EN/IEC 62040-2:2006/AC:2006
- EN/IEC 62040-2:2018

Environmental Acoustic

level - 42 dBA **Heat**

dissipation - 46 Btu/h

Operating altitude ; 0...10000 ft

Ambient air temperature for operation; 0…40 °C

Ambient air temperature for storage; -15…45 °C

Storage altitude; 0.00…15240.00 m

Relative humidity; 0…95 %

Storage Relative Humidity; 0…95 %

Batteries & Runtime

Extended runtime - 0

Number of battery filled slots - 0

Number of battery free slots - 0

Battery recharge time - 3 h

Number of battery replacement quantity - 1

Battery life - 4…6 year(s)

Replacement battery - APCRBC124

Battery power in VAH - 216 VAh runtime

Battery charger power - 72 W rated

Communications & Management

Alarm - Alarm when on battery : distinctive low battery alarm : configurable delays

Control panel - Multifunction LCD status and control console

Free slots – 0

Surge Protection and Filtering

Surge energy rate - 459 J

Noise suppression - Full time multi-pole noise filtering : 0.3% IEEE surge let-through : zero clamping response time : meets UL 1449

Offer Sustainability

Sustainable offer status - Green Premium product

REACh Regulation - REACh Declaration

EU RoHS Directive - Compliant

Mercury free - Yes

RoHS exemption information - Yes

Optimized Energy Efficiency - Energy efficient product

Take-back - Take-back program available

WARRANTY

Comprehensive Manufacturer's Warranty (Attach Warranty Statement)

ii. LAPTOP COMPUTER

Minimum Specifications

Operating System

- Windows 10 Pro 64
- Windows 10 Home 64
- Windows 7 Professional 64
- Windows 7 Professional 64 (available through downgrade rights from Windows 10 Pro 64)
- FreeDOS 2.0

Processor Family

- Intel® Xeon® processor; Intel® Core™ i7 processor; Intel® Core™ i5 processor

Processors

- Intel® Xeon® E3-1575M v5 with Intel® Iris™ Pro Graphics P580 (Available 1H16); Intel® Xeon® E3-1535M v5 with Intel® HD graphics P530 (2.90 GHz, up to 3.80 GHz with Intel Turbo Boost Technology, 2133 MHz, 8 MB L3 Cache, 4 cores);
- Intel® Core™ i7-6820HQ with Intel® HD graphics 530 (2.70 GHz, up to 3.60 GHz with Intel Turbo Boost Technology, 2133 MHz, 8 MB L3 Cache, 4 cores);
- Intel® Core™ i7-6700HQ with Intel® HD graphics 530 (2.60 GHz, up to 3.50 GHz with Intel Turbo Boost Technology, 2133 MHz, 6 MB L3 Cache, 4 cores);
- Intel® Core™ i5-6440HQ with Intel® HD graphics 530 (2.60 GHz, up to 3.50 GHz with Intel Turbo Boost Technology, 2133 MHz, 6 MB L3 Cache, 4 cores)

Chipset

- Mobile Intel® CM236

Maximum Memory

- 64 GB DDR4-2133 ECC SDRAM or 64 GB DDR4-2133 Non-ECC SDRAM
- (Transfer rates up to 2133 MT/s. Non-ECC memory only available with Intel® Core™ procesors. ECC memory only available with Intel® Xeon® processors.)

Internal Storage

- 500 GB up to 1 TB SATA (7200 rpm)
- 500 GB SATA SED (7200 rpm)
- 500 GB SATA SED FIPS 140-2 (7200 rpm)
- 500 GB (8 GB cache) SATA SSHD
- 256 GB up to 512 GB M.2 SATA SED SSD
- 256 GB up to 1 TB HP Z Turbo Drive G2 (NVMe PCIe SSD)

Display

- 17.3" diagonal HD+ SVA anti-glare LED-backlit (1600 x 900);
- 17.3" diagonal FHD UWVA IPS anti-glare LED-backlit (1920 x 1080);
- 17.3" diagonal FHD Touch UWVA IPS LED-backlit (1920 x 1080);
- 17.3" diagonal UHD DreamColor UWVA IPS anti-glare + PSR LED-backlit (3840 X 2160)

Available Graphics

Integrated:

- Intel® HD graphics 530;
- Intel® HD graphics P530;
- Intel® Iris™ Pro Graphics P580 (available 1H16)

Discrete:

- NVIDIA® Quadro® M5000M (8 GB dedicated GDDR5);
- NVIDIA® Quadro® M4000M (4 GB dedicated GDDR5);
- NVIDIA® Quadro® M3000M (4 GB dedicated GDDR5);
- NVIDIA® Quadro® M2000M (4 GB dedicated GDDR5);
- NVIDIA® Quadro® M1000M (2 GB dedicated GDDR5);
- AMD FirePro™ W6150M (4 GB dedicated GDDR5)
- (Intel® HD Graphics 530 integrated on Core™ i7 and Core™ i5 processors. Intel® HD Graphics P530 and Intel® Iris™ Pro Graphics P580 integrated on Xeon® processors.)

Expansion Slots

- 1 SD UHS-II flash media; 1 smart card reader
- (SD supports next generation secure digital and is backward compatible to SDHC, SDXC)

Ports and Connectors

- ***Left side:*** 1 RJ-45; 2 USB 3.0; 1 USB 3.0 (charging)
- ***Right side:*** 1 power connector; 2 Thunderbolt™ 3; 1 VGA; 1 HDMI 1.4; 1 USB 3.0; 1 stereo microphone-in/headphone-out combo

Networking

LAN: Integrated Intel® I219-LM Gigabit Network Connection

WLAN: Intel® Dual Band Wireless-AC 8260 802.11 a/b/g/n/ac (2x2) Wi-Fi and Bluetooth® 4.0 combo; Intel® Dual Band Wireless-AC 8260 802.11 a/b/g/n/ac (2x2)
non-vPro Wi-Fi and Bluetooth® 4.0 combo

WWAN: HP lt4120 Qualcomm® Snapdragon™ X5 LTE Mobile Broadband Module; HP hs3110 HSPA+ Intel® Mobile Broadband Module

Audio

- Bang & Olufsen HD audio
- Integrated stereo speakers and microphone (dual-microphone array when equipped with optional webcam)
- Button for volume mute
- Functions keys for volume up and down
- Combo microphone-in/stereo headphone-out jack

Input Device

- HP Spill Resistant Keyboard (backlit with function key control
- Image sensor touchpad with on/off button, two-way scroll, gestures, three pick buttons
- Pointstick with three additional pointstick buttons

Camera

- 720p HD webcam

Power

- 200 W Slim Smart AC adapter (external)
- HP Long Life 6-cell 96 WHr Li-ion prismatic

Security

- Integrated smart card reader
- One-step logon
- Common Criteria EAL4+ Augmented Certified Discrete TPM 1.2/2.0 Embedded Security Chip
- Security lock slot
- Support for Intel® AT
- HP FingerPrint Sensor (optional)
- Absolute Persistence Module
- HP BIOSphere with Sure Start
- SATA port disablement (via BIOS)
- DriveLock and Automatic DriveLock
- RAID (available as a configurable option) - Serial, parallel, USB enable/disable (via BIOS)
- Optional USB port disable at factory (user configurable via BIOS)
- Removable media write/boot control
- Power-on password (via BIOS)
- Setup password (via BIOS)

Software

- HP Performance Advisor
- HP Remote Graphics Software
- HP Velocity
- HP Client Security
- Microsoft Security Essentials
- HP ePrint Driver
- HP Recovery Manager
- Foxit PhantomPDF Express

Dimensions

- 16.5 x 11 x 1.2 in
- 420 x 280 x 30 mm

Weight

- Starting at 6.62 lb
- Starting at 3 kg

Energy Efficiency Compliance

ENERGY STAR® certified and EPEAT® registered configurations available

Environmental

Low halogen

Warranty

Protected by HP Services, including a standard limited 3 years parts, 3 years labor, and 3 years onsite service (3/3/3) warranty.

Certain restrictions and exclusions apply.

6.00 BROCHURES AND TECHNICAL LITERATURE

Tenderers **must** enclose together with their submitted bids brochures detailing technical Literature and specifications of the active components of the access control system. The brochures shall be used to evaluate the suitability of these components.

Any bid submitted without the brochures shall be considered technically non-responsive, and may subsequently be disqualified.

SECTION III – TECHNICAL SCHEDULE

1. The technical schedule shall be submitted by tenderers to facilitate and enable the Project Manager to evaluate the tenders, especially where the tenderer intends to supply or has based his tender sum on equipment which differs in manufacture, type or performance from the specifications indicated by the Project Manager.

2. The filling of this schedule forms part of Technical Evaluation of the tenders, and bidders shall therefore be required to indicate the type/make and country of origin of all the materials and equipment they intend to offer to the employer in this schedule.

3. This schedule shall form part of the technical evaluation criterion, and tenderers are therefore advised to complete the schedule as they shall be considered responsive.

TECHNICAL SCHEDULE OF ITEMS TO BE SUPPLIED

(To be completed by the Tenderer)

ITEM	DESCRIPTION	TYPE/ MAKE	MODEL	COUNTRY OF ORIGIN	COMPLAINT/ NON COMPLAINT
1	LIGHTING FITTINGS i. LED Recessed downlighter (D3) ii. LED small Recessed downlighter (D4) iii. LED Recessed downlighter (D) iv. LED 600X600(E) v. LED Recessed downlighter(D1) vi. Loop Pendant				
2	Lighting Switches				
3	D.P Switches				
4	Socket outlet plates				
5	TV outlet plates				
6	Fire Alarm Panel				
7	Smoke/Heat Detectors				
8	Sounder				
9	Manual fire break glass unit				
10	Consumer Units/ Distribution Boards				
11	MCBs				
12	MCCB				
13	Cables ❖ single core PVC Copper				
14	HG PVC conduits				
15	PVC Conduits				
16	Cable Trunking				
17	24 Port Edge switch				
18	CAT6 Cables				
19	CAT6 Patch Cords				
20	CAT 6 Patch Panels				
21	Fiber cables				
22					

23	UPS				
24	Fibre Patch Panel				
25	48port Edge Switch				
26	Card Reader				
27	Access Control Controllers				
28	Electromagnetic Locks				
29	CCTV Camera				
30	NVR				
31	85'' LED TV				
32	Seamless Multiview Presentation 1 No Switcher				
33	Video Conferencing Kit with PTZ Camera & Speakerphone				
34	Audio Mixer/ Amplifier				
35	Ceiling Loudspeakers				
36	Line Array Active Loudspeakers				
37	Gooseneck Microphone				
38	Wireless Microphone				
39	Desktop(Workstation)				
40	Wireless Access Point				

Detailed manufacturer's Brochures detailing Technical Literature and specifications on the above items MUST be attached and Items to be supplied highlighted (Model and Make)

SECTION IV – SCHEDULE OF UNITS RATES

1. The tenderer shall insert unit rates against the items in the following schedules and may add such other items as he considers appropriate.

2. The unit rates shall include for supply, transport, insurance, delivery to site, storage as necessary, assembling, cleaning, installing, connecting, profit and maintenance in defects liability and any other obligation under this contract.

3. The unit rates will be used to assess the value of additions or omissions arising from authorized variations to the contract works.

4. Where trade names or manufacturer's catalogue numbers are mentioned in the specification, the reference is intended as a guide to the type of article or quality of material required. Alternative brands of **equal** and **approved** quality will be accepted.
5. The prices quoted shall be deemed to include for all obligations under the sub-contract including but not limited to supply of materials, labour, delivery to site, storage on site, installation, testing, commissioning and all taxes (including **V.A.T, Withholding tax and all other taxes applicable at the time of tender**).

6. Any bid returned with unfilled Schedule of Unit Rates shall be considered technically non- responsive, and the bidder shall automatically be disqualified.

SCHEDULE OF UNIT RATES

(To be completed by the Tenderer)

NO	DESCRIPTION	QTY	UNIT	UNIT RATE (KSHS)	UNIT RATE (CTS)
1	**PVC/SWA/PVC Armoured Copper cables per metre**				
	a) 10.0mm sq. 2 core	1	M		
	b) 10.0 mm sq 4 core	1	M		
	c) 16.0 mm sq 2core	1	M		
	d) 16.0 mm sq 4core	1	M		
	e) 35mm sq 4core	1	M		
2	**IP 65 rated Isolators as KATKO, 3 Phase**				
	a) 20A	1	NO		
	b) 63A	1	NO		
	c) 80A	1	NO		
3	**IP 65 rated Isolators as KATKO, single phase**				
	a) 32A	1	NO		
	b) 63A	1	NO		
	c) 100A	1	NO		
4	Emergency shutdown switch	1	NO		

NO	DESCRIPTION	UNIT	UNIT RATE KSHS	UNIT RATE CTS
5	**Cables:**			
	a) Single Core PVC Cables			
	i) $10mm^2$	M		
	ii) $16mm^2$	M		
	iii) $25mm^2$	M		
6	**Consumer Units and Distribution Boards:** Lockable 12 Way TPN Consumer Unit/Distribution Board as Merlin Gerlin or an approved equivalent			
	a) 10 Way SPN with integral 100A Isolating Switch	NO		
	b) 10 Way TPN with integral 125A Isolating Switch	NO		
	c) 12 Way SPN with integral 100A Isolating Switch	NO		
	d) 12 Way TPN with integral 150A Isolating Switch	NO		

8	**Cable Trunking** Two compartment powder coated steel trunking manufactured in 14 SWG galvanized mild steel sheet and finished in cream powder coating with the following dimensions; a) 50x25mm b) 75x50mm c) 2000x50mm	 M M M		
9	**Cable Trunking** Two compartment powder coated HG PVC trunking manufactured in heavy gauge material and finished in cream powder coating with the following dimensions; a) 50x25mm b) 75x50mm	 M M		

NO	DESCRIPTION	QTY/UNIT	UNIT RATE	
			(KSHS)	(CTS)
1.	48 port Patch Panel	No.		
2.	4 MP IP Dome Camera	No.		
3.	4 MP IP Bullet Camera	No.		
4.	2000VA UPS	No.		
5.	15U Ground Mounted cabinet	No.		
6.	12 port edge switch with POE+ capabilities	No.		
7.	CAT6A STP Cable as Siemon	No.		
8.	5MP IP Camera	No.		

REPUBLIC OF KENYA

MINISTRY OF LANDS, PUBLIC WORKS HOUSING & URBAN DEVELOPMENT

STATE DEPARTMENT FOR PUBLIC WORKS

(ELECTRICAL DIRECTORATE)

TESTING & COMMISSIONING GUIDE FOR

ELECTRICAL INSTALLATION WORKS ON SITE

Issued by:

The Chief Engineer (Electrical),
Ministry of Transport, Infrastructure, Public Works, Housing &
Urban Development, State Department of Public Works,
P. O.BOX 41191 – 00100 GPO,
NAIROBI.

MINISTRY OF LANDS, PUBLIC WORKS, HOUSING, URBAN DEVELOPMENT & PUBLIC WORKS

STATE DEPARTMENT FOR PUBLIC WORKS
DIRECTORATE OF ELECTRICAL ENGINEERING

TESTING AND COMMISSIONING OF ELECTRICAL INSTALLATION WORKS ON SITE.

PROJECT
NAME.....

W.P
ITEMNo.....JOBNo.....

PROJECT
SITE.....

CLIENT.....

The sub-contractor shall test in accordance with the relevant section of IEE regulations, Rule 3 of the Electrical Power Act for additional tests not covered by the regulations, Government Electrical specifications I & II and the Kenya Power & Lighting Co. Ltd by-laws.

A PRELIMINARY CHECKS

The Engineer shall check to establish the following data:-

ITEM	DESCRIPTION			REMARKS
(i)	Type of installation (New/Renovation/Addition/ to existing installation)			
(ii)	a) Power supply 240V/415V/11KV b) Frequency of the mains supply c) Installation power factor			....
(iii)	Method of Metering (New /Monitoring/Existing meter)			
(iv)	Are Testing/Measuring instruments available			
(v)	Are there maintenance/operational manuals for specialized systems (if any)			
(vi)	List of	Drg No.	Description	

	'as installed drawings'			

B TESTS

ITEM	TEST DESCRPTION	OBSERVATIONS/ RESULTS	REMARKS
1	Tests shall be carried out to ensure:		
	a) All fuses and single pole switches are installed in live conductor		
	b) All outlets and switched socket outlets are connected to 'LIVE' conductor in the Terminal marked so and each earth pin effectively bonded to earth continuity system		
	c) Verify continuity of all final conductors of each 'Ring' circuit. (0.05 to 0.8**Ω**)	……Ohms	
	d) All radial circuits emanate from respective distribution boards/consumer units and that they do not supply any other Equipment		
	e) The correct phase sequence is maintained throughout the installation		
	f) Effective 'Discrimination' in the arrangement of protective devices. i.e. a fault in the furthest power point/Lighting point should not blow or trip Fuses/MCBs respective in the Meter board.		
2	Inspect to ensure:		
	a) No terminal in the Ceiling Rose is 'LIVE' when the corresponding switch is in the off position.		
	b) All conduit termination conduit boxes, Consumer unit, DB's and		

	Adaptable boxes have smooth edges and are properly bushed.		
	c) All fixed metal works close to Electrical installation are bonded to earth continuity conductor.		
	d) All Fuse ways and Circuit breakers for final sub circuits are properly labeled		

B TESTS CONT'D

ITEM	TEST DESCRPTION	OBSERVATIONS/ RESULTS	REMARKS
3	Carry out the following tests:		
	a) Insulation Resistance tests i) Between phases a) R -Y b) R -B c) B-Y ii) Phase to Neutral a) R - N b) R - N c) B - N iii) Phase to Earth a) R - E b) R -E c) B -E Minimum thresholds for above and for: i) ELV circuits (SELV & PELV) = 0.25 MΩ ii) LV Circuits up to 500V = 0.5 MΩ iii) LV Circuits above 500V = 1 MΩ	 …… ……**MΩ** ……**MΩ** ……**MΩ** ……**MΩ** ……**MΩ** ……**MΩ** ……**MΩ** ……**MΩ** ……**MΩ**	
	b) Earth continuity conductor impedance (0.005 to 2**Ω**)	……Ohms	
	c) Earth fault Loop impedance (0 - 2000 **Ω**)	……Ohms	
	d) Earth Electrode resistance (Less than 4**Ω**)	……Ohms	

	e) Earth Lead resistance (Less than 4Ω)	……Ohms
	f) The operation of protection MCCBS & MCBS (Tripping under faulty conditions)	
	g) Check the mechanical toggling (make & break) of all the switches to installed accessories.	
4	Underground cabling, Check for:	
	i) Continuity of the phases	
	ii) Factory tests done (avail certification)	
	iii) Proper termination	
	iv) Route markers	

B TESTS CONT'D

ITEM	TEST DESCRPTION			OBSERVATIONS/ RESULTS	REMARKS
5	Installed load i) Lighting points (No.) ii) Socket outlets (No.) iii) Motors (Give rating) iv) Other machines (Attach list if more)				
	Item	Description	Rating		
6	Type of Earthing: TN-C/TN-S/ TN-C-S/TT/IT.				
7	LV switchboard: The board shall be checked to ascertain the following				
	i) Rating of the switchboard				
	ii) Rating of main incomer MCCB				
	iii) Form of construction (1/2B/3B/4)				

	iv) Degree of protection (IP rating)		
	v) Nameplates for identification of all circuits entering/leaving switchgear		
	vi) Proper Electrical & Mechanical operation of functional parts i.e MCCBs, Indicating meters, CTs & VTs.		
	vii) Check cable terminations, type & terminals		
	viii) General comments on the appearance of the finished mechanical assembly including welding, full nuts & tightness of bolted parts.		
8	Fireman's switch.		
	i) Make and manufacturer		
	ii) The rating of the switch		
	iii) Test for the Electrical and Mechanical operation of the switch		
	iv) State the types of loads supported by the maintained board on the switch.		
	** see foot note		

General comments on the Electrical installation:-

Testing and Commissioning witnessed by:

S.D.P.W REPRESENTATIVE/ PROJECT ENGINEER:-

Name …….....Designation…….....

Sign…… Date……..……

CONTRACTOR'S REPRESENTATIVE:-

Name …….....Designation…….....

Sign…… Date……..……....

**If there are other defects noted, list them on a separate sheet

BILL NO.5

MECHANICAL INSTALLATION SERVICES

TABLE OF CONTENTS

TITLE **PAGE**

Contents ..... (i)

Special Notes ..... (ii)

Tender Evaluation Criteria ..... (iii –iv)

SECTION A: General Mechanical Specifications ……..... A-1 to A-4

SECTION B: Particular specifications for Plumbing and Drainage…….....B-1 to B-8

SECTION C: Particular Specification for fire equipment **……** C- 1 to C-5

SECTION D: Particular Specifications for Air Conditioning System……. …..D-1 to D-2

SECTION E: Bill of Quantities and schedule of unit rates …….....E-1 toE-4

SECTION F: Technical Schedule of Items to be Supplied.....F-1

SECTION G: Schedule of Drawings.....G

SECTION H: Standard Forms.....H-1 to H-5

SPECIAL NOTES

1. These notes shall form part of the Instructions to Tenderers and Conditions of Contract.

2. The tenderer is required to check the number of pages in this document and should he find any missing, or in duplicate, or indistinct he should inform the Chief Mechanical Engineer (BS), Ministry of Transport, Infrastructure, Housing and Urban Development.

3. Should the tenderer be in any doubt about the precise meaning of any item or figure, for any reason whatsoever, he must inform the Chief Mechanical Engineer (BS), Ministry of Transport, Infrastructure, Housing and Urban Development, in order that the correct meaning may be decided before the date of submission of tender.

4. No liability will be admitted nor claim allowed, in respect of errors in the tender due to mistakes in the specification, which should have been rectified in the manner, described above.

5. All tenderers must make a declaration that they have not and will not make any payment to any person which can be perceived as an inducement to enable them to win this tender.

6. Any tenderer whose firm uses the titles “Engineer” and “Engineers” must produce evidence of registration of at least one of the directors by the Engineers Board of Kenya to avoid disqualification.

TENDER EVALUATION CRITERIA.

After tender opening, the tenders will be evaluated in **4 stages**, namely:

1. Preliminary Evaluation;
2. Technical Evaluation;

STAGE 1: PRELIMINARY EVALUATION

This stage of evaluation shall involve examination of the mandatory requirements as set out in the Tender Advertisement Notice or Letter of Invitation to Tender and any other conditions stated in the bid document.

These conditions shall include the following:

i) Company Certificate of incorporation/registration;
ii) Current Registration with National Construction Authority (NCA) Category NCA 8 in Mechanical Engineering Works Services - Plumbing, Drainage, Air Conditioning, Firefighting Equipment.
iii) Current NCA Annual License
iv) Signing and Stamping of the Summary Page
v) Valid Tax Compliance Certificate;
vi) Duly Signed, dated and Stamped Statement of Compliance

TECHNICAL EVALUATION

The tender document shall be examined based on clause 2.2 of the Instruction to Tenderers which states as follows:

In accordance with clause 2.2 of Instruction to Tenderers, the tenderers will be required to provide evidence for eligibility of the award of the tender by satisfying the employer of their eligibility under sub clause 2.1 of Instructions to Tenderers and their capability and adequacy of resources to effectively carry out the subject contract.

In order to comply with provisions of clause 2.2 of Instruction to Tenderers, the tenderers shall be required;

a) *To fill the Standard Forms* provided in the bid document for the purposes of providing the required information. The tenderers may also attach the required information if they so desire;

b) *To supply equipment/items which comply with the technical specifications set out in the bid document.* In this regard, the bidders shall be required to submit relevant technical brochures/catalogues with the tender document, highlighting the Catalogue Numbers of the proposed items. Such brochures/catalogues should indicate comprehensive relevant data of the proposed equipment/items which should include but not limited to the following:

(i) Standards of manufacture;
(ii) Performance ratings/characteristics;
(iii) Material of manufacture;
(iv) Electrical power ratings; and
(v) Any other necessary requirements (Specify).

The bid will then be analyzed, using the information in the technical brochures, to determine compliance with General and Particular technical specifications for the works as indicated in the tender document. The tenderer shall also fill in the Technical Schedule as specified in the tender document for Equipment and Items indicating the Country of Origin, Model/Make/Manufacturer and catalogue numbers of the Items/Equipment they propose to supply.

STAGE 2 TECHNICAL EVALUATION

At this stage technical evaluation shall be done by comparing each tender to the technical requirements in the tender document

TABLE 1: Assessment for Eligibility

Item	Description	Yes/no
1	**Key Personnel (Attach evidence)**	
	At least 1No. degree/diploma holder of key personnel in relevant field • Holder of at least a degree/diploma with 10 years' experience in relevant Engineering field	
	At least 1No certificate holder of key personnel in relevant field • Holder of at least a certificate with 5 years' experience in relevant Engineering field	
	At least 2No artisan (trade test certificate in relevant field) • Holder of at least a certificate with 5 years' experience in relevant Engineering field	
2	**Contracts completed in the last five (5) years (Max of 3No. Projects)- Provide Evidence** • Project of similar nature, complexity or magnitude • Project of similar nature but of lower value than the one in consideration	
3	**Schedule of contractors equipment and transport (proof or evidence of ownership/Lease)**	
	a) **Relevant Transport** • Means of transport (Vehicle) at least 3 No	
	b) Relevant Equipment • Has relevant equipment for work being tendered at least 3No	
	QUALIFIED YES / NO	

Non compliance with the Technical Specifications will render the Tenderer Non responsive and therefore unqualified for further evaluation:

SECTION A

GENERAL MECHANICAL SPECIFICATIONS

SECTION A

GENERAL MECHANICAL SPECIFICATION

CLAUSE	DESCRIPTION	PAGE
1.01	GENERAL…….	A-1
1.02	QUALITY OF MATERIALS…….	A-1
1.03	REGULATIONS AND STANDARDS……	A-1
1.04	ELECTRICAL REQUIREMENTS……..	A-2
1.05	TRANSPORT AND STORAGE……	A-2
1.06	SITE SUPERVISION…….	A-2
1.07	INSTALLATION……..	A-2
1.08	TESTING…….	A-2
1.09	COLOUR CODING……	A-4
1.10	WELDING……	A-4

SECTION A:

GENERAL MECHANICAL SPECIFICATION

1.01 General

This section specifies the general requirement for plant, equipment and materials forming part of the Sub-contract Works and shall apply except where specifically stated elsewhere in the Specification or on the Contract Drawings.

1.02 Quality of Materials

All plant, equipment and materials supplied as part of the Sub-contract Works shall be new and of first class commercial quality, shall be free from defects and imperfections and where indicated shall be of grades and classifications designated herein.

All products or materials not manufactured by the Sub-contractor shall be products of reputable manufacturers and so far as the provisions of the Specification is concerned shall be as if they had been manufactured by the Sub-contractor.

Materials and apparatus required for the complete installation as called for by the Specification and Contract Drawings shall be supplied by the Sub-contractor unless mention is made otherwise.

Materials and apparatus supplied by others for installation and connection by the Sub-contractor shall be carefully examined on receipt. Should any defects be noted, the Sub-contractor shall immediately notify the Engineer.

Defective equipment or that damaged in the course of installation or tests shall be replaced as required to the approval of the Engineer.

1.03 Regulations and Standards

The Sub-contract Works shall comply with the current editions of the following:

a) The Kenya Government Regulations.

b) The United Kingdom Institution of Electrical Engineers (IEE) Regulations for the Electrical Equipment of Buildings.

c) The United Kingdom Chartered Institute of Building Services Engineers (CIBSE) Guides.

d) British Standard and Codes of Practice as published by the British Standards Institution (BSI)

e) The Local Council By-laws.

f) The Electricity Supply Authority By-laws.

g) Local Authority By-laws.

h) The Kenya Building Code Regulations.

i) The Kenya Bureau of Standards

1.04 Electrical Requirements

I.

Plant and equipment supplied under this Sub-contract shall be complete with all necessary motor starters, control boards, and other control apparatus. Where control panels incorporating several starters are supplied, they shall be complete with a main isolator.

The supply power up to and including local isolators shall be provided and installed by the Electrical Sub-contractor. All other wiring and connections to equipment shall form part of this Sub-contract and be the responsibility of the Sub-contractor.

The Sub-contractor shall supply three copies of all schematic, cabling and wiring diagrams for the Engineer's approval.

The starting current of all electric motors and equipment shall not exceed the maximum permissible starting currents described in the Kenya Power and Lighting Company (KPLC) By-laws.

All electrical plant and equipment supplied by the Sub-contractor shall be rated for the supply voltage and frequency obtained in Kenya, that is 415 Volts, 50Hz, 3-Phase or 240Volts, 50Hz, 1-phase.

Any equipment that is not rated for the above voltages and frequencies shall be rejected by the Engineer.

1.05 Transport and Storage

All plant and equipment shall, during transportation be suitably packed, crated and protected to minimise the possibility of damage and to prevent corrosion or other deterioration.

On arrival at site all plant and equipment shall be examined and any damage to parts and protective priming coats made good before storage or installation.

Adequate measures shall be taken by the Sub-contractor to ensure that plant and equipment do not suffer any deterioration during storage.

Prior to installation all piping and equipment shall be thoroughly cleaned.

If, in the opinion of the Engineer any equipment has deteriorated or been damaged to such an extent that it is not suitable for installation, the Sub-contractor shall replace this equipment at his own cost.

1.06 Site Supervision

The Sub-contractor shall ensure that there is an English-speaking supervisor on the site at all times during normal working hours.

1.07 Installation

Installation of all special plant and equipment shall be carried out by the Sub-contractor under adequate supervision from skilled staff provided by the plant and equipment manufacturer or his appointed agent in accordance with the best standards of modern practice and to the relevant regulations and standards described under Clause 2.03 of this Section.

1.08 Testing

1.08.1 General

The Sub-contractor's attention is drawn to Part 'C' Clause 1.38 of the "Preliminaries and General Conditions".

1.08.2 Material Tests

All material for plant and equipment to be installed under this Sub-contract shall be tested, unless otherwise directed, in accordance with the relevant B.S Specification concerned.

For materials where no B.S. Specification exists, tests are to be made in accordance with the best modern commercial methods to the approval of the Engineer, having regard to the particular type of the materials concerned.

The Sub-contractor shall prepare specimens and performance tests and analyses to demonstrate conformance of the various materials with the applicable standards.

If stock material, which has not been specially manufactured for the plant and equipment specified is used, then the Sub-contractor shall submit satisfactory evidence to the Engineer that such materials conform to the requirements stated herein in which case tests of material may be partially or completely waived.

Certified mill test reports of plates, piping and other materials shall be deemed acceptable.

1.08.3 Manufactured Plant and Equipment – Work Tests

The rights of the Engineer relating to the inspection, examination and testing of plant and equipment during manufacture shall be applicable to the Insurance Companies or Inspection Authorities so nominated by the Engineer.

The Sub-contractor shall give two week's notice to the Engineer of the manufacturer's intention to carry out such tests and inspections.

The Engineer or his representative shall be entitled to witness such tests and inspections. The cost of such tests and inspections shall be borne by the Sub-contractor.

Six copies of all test and inspection certificates and performance graphs shall be submitted to the Engineer for his approval as soon as possible after the completion of such tests and inspections.

Plant and equipment which is shipped before the relevant test certificate has been approved by the Engineer shall be shipped at the Sub-contractor's own risk and should the test and inspection certificates not be approved, new tests may be ordered by the Engineer at the Sub-contractor's expense.

1.08.4 Pressure Testing

All pipework installations shall be pressure tested in accordance with the requirements of the various sections of this Specification. The installations may be tested in sections to suit the progress of the works but all tests must be carried out before the work is buried or concealed behind building finishes. All tests must be witnessed by the Engineer or his representative and the Sub-contractor shall give 48 hours notice to the Engineer of his intention to carry out such tests.

Any pipework that is buried or concealed before witnessed pressure tests have been carried out shall be exposed at the expense of the Sub-contractor and the specified tests shall then be applied.

The Sub-contractor shall prepare test certificates for signature by the Engineer and shall keep a progressive and up-to-date record of the section of the work that has been tested.

1.09 Colour Coding

Unless stated otherwise in the Particular Specification all pipework shall be colour coded in accordance with the latest edition of B.S 1710 and to the approval of the Engineer or Architect.

1.10 Welding

1.10.1 Preparations

Joints to be made by welding shall be accurately cut to size with edges sheared, flame cut or machined to suit the required type of joint. The prepared surface shall be free from all visible defects such as lamination, surface imperfection due to shearing or flame cutting operation, etc., and shall be free from rust scale, grease and other foreign matter.

1.10.2 Method

All welding shall be carried out by the electric arc processing using covered electrodes in accordance with B.S. 639.

Gas welding may be employed in certain circumstances provided that prior approval is obtained from the Engineer.

1.10.3 Welding Code and Construction

All welded joints shall be carried out in accordance with the following Specifications:

a) Pipe Welding

All pipe welds shall be carried out in accordance with the requirements of B.S.806.

b) General Welding

All welding of mild steel components other than pipework shall comply with the general requirements of B.S. 1856.

1.10.4 Welders Qualifications

Any welder employed on this Sub-contractor shall have passed the trade tests as laid down by the Government of Kenya.

The Engineer may require to see the appropriate to see the appropriate certificate obtained by any welder and should it be proved that the welder does not have the necessary qualifications the Engineer may instruct the Sub- contractor to replace him by a qualified welder.

SECTION B:

PARTICULAR SPECIFICATIONS
FOR
PLUMBING AND DRAINAGE

SECTION B:

PARTICULAR PLUMBING AND DRAINAGE SPECIFICATIONS

CLAUSE No.	DESCRIPTION	PAGE
2.1	General……	B-1
2.2	Materials and standards…….	B-1
2.2.1	Pipework and Fittings……...	B-1
2.2.2	Valves…….....	B-2
2.2.3	Waste Fitment Traps……	B-3
2.2.4	Pipe Supports……...	B-3
2.2.5	Sanitary Appliances……...	B-6
2.2.6	Pipe Sleeves……..	B-6
2.3	Installation…….....	B-5
2.3.1	General……	B-5
2.3.2	Above Ground Installation……...	B-5
2.4	Testing Inspection……	B-6
2.4.1	Site Tests – Pipework Systems……..	B-6
1.4.2	Site Test – Performance……	B-7
2.5	Sterilization of Hot and Cold Water System……..	B-8

SECTION B:

PARTICULAR SPECIFICATIONS FOR PLUMBING AND DRAINAGE

2.1 GENERAL

This section specifies the general requirements for plant, equipment and materials forming part of the plumbing and drainage installations.

2.2 MATERIALS AND STANDARDS

2.2.1 Pipework and Fittings

Pipework materials are to be used as follows:

a. Galvanized Steel Pipework

Galvanized steel pipe works up to 65mm nominal bore shall be manufactured in accordance with B.S. 1387 Medium Grade, with tapered pipe threads in accordance with B.S. 21. All fittings shall be malleable iron and manufactured in accordance with B.S. 143.

Pipe joints shall be screwed and socketed and sufficient coupling unions shall be allowed so that fittings can be disconnected without cutting the pipe. Running nipples and long screws shall not be permitted unless exceptionally approved by the Engineer.

Galvanized steel pipe work, 80mm nominal bore up to 150mm nominal bore shall be manufactured to comply in all respects with the specification for 65mm pipe, except that screwed and bolted flanges shall replace unions and couplings for the jointing of pipes to valves and other items of plant. All flanges shall comply with the requirements of B.S. 10 to the relevant classifications contained hereinafter under Section 'C' of the Specification.

Galvanizing shall be carried out in accordance with the requirements of B.S. 1387 and B.S. 143 respectively.

b) Polypropylene Pipes –Random (PP-R) Type 3

PP-R type3 pipe work shall be manufactured in accordance with B.S. 7291part 2001.Dimesnsions and quality of PP-R Pipes shall be in accordance with DIN 8077 and pipelines in plastics materials joints, Components parts, Installation to be in accordance DIN 16928. joints And fittings to be in accordance DIN16962.

c) P.V.C. (Hard) Pressure Pipes and Fittings

All P.V.C. pipes and fittings shall be manufactured in accordance with B.S. 3505: 1968.

Jointing

The method of jointing to be employed shall be that of solvent welding, using the pipe and manufacturer's approved cement. Seal ring joint shall be introduced where it is necessary to accommodate thermal expansion.

Testing

Pipelines shall be tested in sections under an internal water pressure normally one and a half times the maximum allowable working pressure of the class of pipe used. Testing shall be carried out as soon as practical after laying and when the pipeline is adequately anchored. Precautions shall be taken to eliminate all air from the test section and to fill the pipe slowly to avoid risk of damage due to surge.

d) A.B.S. Waste System

Where indicated on the Drawings and Schedules, the Sub-contractor shall supply and fix A.B.S. waste pipes and fittings.

The pipes, traps and fittings shall be in accordance with the relevant British Standards, including B.S. 3943, and fixed generally in accordance with manufacturer's instructions and B.S. 5572: 1978.

Jointing of pipes shall be carried out by means of solvent welding, the manufacturer's instructions and B.S. 5572: 1978.

Jointing of pipes shall be carried out by means of solvent welding. The manufacturer's recommended method of joint preparation and fixing shall be followed.

Standard brackets, as supplied for use with this system, shall be used wherever possible. Where the building structure renders this impracticable the Sub-contractor shall provide purpose made supports, centers of which shall not exceed one meter.

Expansion joints shall be provided as indicated. Supporting brackets and pipe clips shall be fixed on each side of these joints.

e) PVC Soil System

The Sub-contractor shall supply and fix PVC soil pipes and fittings as indicated on the Drawings and Schedules.

Pipes and fittings shall be in accordance with relevant British Standards, including B.S. 4514 and fixed to the manufacturer's instructions and B.S. 5572.

The soil system shall incorporate synthetic rubber gaskets as provided by the manufacturer whose fixing instructions shall be strictly adhere to.

Connections to WC pans shall be effected by the use of a WC connector, gasket and cover, fixed to suit pan outlet.

Suitable supporting brackets and pipe clips shall be provided at maximum of one metre centres.

The Sub-contractor shall be responsible for the joint into the Gully Trap on Drain as indicated on the Drawings.

2.2.2 Valves

a) Draw-off Taps and Stop Valves (Up to 50mm Nominal Bore)

Draw-off taps and valves up to 50mm nominal bore, unless otherwise stated or specified for attachment or connection to sanitary fitment shall be manufactured in accordance with the requirements of B.S.1010.

b) Gate Valves

All gate valves 80mm nominal bore and above, other than those required for fitting to buried water mains shall be of cast iron construction, in accordance with the requirements of B.S. 3464. All gate valves required for fitting to buried water mains shall be of cast iron construction in accordance with the requirements of B.S.1218.
All gate valves up to and including 65mm nominal bore shall be of bronze construction in accordance with the requirements of B.S. 1952.
The pressure classification of all valves shall depend upon the pressure conditions pertaining to the site of works.

c) Globe Valves

All globe valves up to and including 65mm nominal bore shall be of bronze construction in accordance with the requirements of B.S.3061.

The pressure classification of all globe valves shall depend upon the pressure conditions pertaining to the site of works.

2.2.3 Waste Fitment Traps

a) Standard and Deep Seal P & S Traps

Where standard or deep seal traps are specified they shall be manufactured in suitable non-ferrous materials in accordance with the full requirements of B.S. 1184.

In certain circumstances, cast iron traps may be required for cast iron baths and in these instances bath traps shall be provided which are manufactured in accordance with the full requirements of B.S.1291.

b) Anti-Syphon Traps

Where anti-syphon traps are specified, these shall be similar or equal to the range of traps manufactured by Greenwood and Hughes Limited, Deacon Works Littleshampton, Sussex, England.

The trade name for traps manufactured by this company is 'Grevak'.

2.2.4 Pipe Supports

a) General

This sub-clause deals with pipe supports securing pipes to the structure of buildings for above ground application.

The variety and type of support shall be kept to a minimum and their design shall be such as to facilitate quick and secure fixings to metal, concrete, masonry or wood.

Consideration shall be given, when designing supports, to the maintenance of desired pipe falls and the restraining of pipe movements to a longitudinal axial direction only.

The Sub-contractor shall supply and install all steelwork forming part of the pipe support assemblies and shall be responsible for making good damage to builders' work associated with the pipe support installation.

The Sub-contractor shall submit all his proposals for pipe supports to the Engineer for approval before any erection works commence.

b) Steel and Copper Pipes and Tubes

Pipe runs shall be secured by clips connected to pipe angers, wall brackets, or trapeze type supports. 'U' bolts shall not be used as a substitute for pipe clips without the prior approval of the Engineer.

An approximate guide to the maximum permissible supports spacing in meters for steel and copper pipe and tube is given in the following table for horizontal runs.

Size Nominal Bores	Copper Tube to B.S. 659	Steel Tube to B.S. 1387
15mm	1.25m	2.0m
20mm	2.0m	2.5m
25mm	2.0m	2.5m
32mm	2.5m	3.0m
40mm	2.5m	3.0m
50mm	2.5m	3.0m
65mm	3.0m	3.5m
80mm	3.0m	3.5m
100mm	3.0m	4.0m
125mm	3.0m	4.5m
150mm	3.5m	4.5m

The support spacing for vertical runs shall not exceed one and a half times the distances given for horizontal runs.

c) Expansion Joints and Anchors

Where practicable, cold pipework systems shall be arranged with sufficient bends and changes of direction to absorb pipe expansion providing that the pipe stresses are contained within the working limits prescribed in the relevant B.S. specification.

Where piping anchors are supplied, they shall be fixed to the main structure only. Details of all anchor design proposals shall be submitted to the Engineer for approval before erection commences.

The Sub-contractor when arranging his piping shall ensure that no expansion movements are transmitted directly to connections and flanges on pumps or other items of plant.

The Sub-contractor shall supply flexible joints to prevent vibrations and other movements being transmitted from pumps to piping systems or vice versa.

2.2.5 Sanitary Appliances

All sanitary appliances supplied and installed as part of the Sub-contract works shall comply with the general requirements of B.S. Code of Practice 305 and the particular requirements of the latest B.S. Specifications.

2.2.6 Pipe Sleeves

Main runs of pipework are to be fitted with sleeves where they pass through walls and floors. Generally, the sleeves shall be of P.V.C. except where they pass through the structure, where they shall be mild steel. The sleeves shall have 6mm – 12mm clearance all around the pipe or for insulated pipework all around the installation. The sleeve will then be packed with slag wool or similar.

2.3 INSTALLATION

2.3.1 General

Installation of all pipework, valves, fittings and equipment shall be carried out under adequate supervision from skilled staff to the relevant codes and standards as specified herein. The Sub-contractor shall be responsible to the Main Contractor for ensuring that all builders work associated with his piping installation is carried out in a satisfactory manner to the approval of the Engineer.

2.3.2 Above Ground Installation

a) Water Services

Before any joint is made, the pipes shall be hung in their supports and adjusted to ensure that the joining faces are parallel and any falls which shall be required are achieved without springing the pipe.

Where falls are not shown on the Contract Drawings or stated elsewhere in the Specification, pipework shall be installed parallel to the lines of the buildings and as close to the walls, ceilings, columns, etc., as is practicable.

All water systems shall be provided with sufficient drain points and automatic air vents to enable them to function correctly.

Valves and other user equipment shall be installed with adequate access for operation and maintenance. Where valves and other operational equipment are unavoidably installed beyond normal reach or in such position as to be difficult to reach from a small step ladder, extension spindles with floor or wall pedestals shall be provided.

Screwed piping shall be installed with sufficient number of unions to facilitate easy removal of valves and fittings, and to enable alterations of pipework to be carried out without the need to cut the pipe.

Full allowances shall be made for the expansion and contraction of pipework, precautions being taken to ensure that any force produced by the pipe movements are not transmitted to valves, equipment or plant.

All screwed joints to piping and fittings shall be made with P.T.F.E. tape.
The test pressure shall be maintained by the pump for about one hour and if there is any leakage, it shall be measured by the quantity of water pumped into the main in that time. A general leakage of 4.5 litres per 25mm of diameter, per 1.6 kilometres per 24 hours per 30 metres head, may be considered reasonable but any visible individual leak shall be repaired.

b) Sanitary Services

Soil, waste and vent pipe system shall be installed in accordance with the best standard of modern practice as described in B.S. 5572 to the approval of the Engineer.

The Sub-contractor shall be responsible for ensuring that all ground waste fittings are discharged to a gully trap before passing to the sewer via a manhole.

The Sub-contractor shall provide all necessary rodding and inspection facilities within the draining system in positions where easy accessibility is available.

Where a branch requires rodding facilities in a position to which normal access is unobtainable, then that branch shall be extended so as to provide a suitable purpose made rodding eye in the nearest adjacent wall or floor to which easy access is available.

The vent stacks shall terminate above roof level and where stack passes through roof, a weather skirt shall be provided. The Sub-contractor shall be responsible for sealing the roof after installation of the stacks.

The open end of each stack shall be fitted with a plastic coated or galvanized steel wire guard.

Access for rodding and testing shall be provided at the foot of each stack.

c) Sanitary Appliances

All sanitary appliances associated with the Sub-contract works shall be installed in accordance with the best standard of modern practice as described in C.P. 305 to the approval of the Engineer.

1.1. **TESTING AND INSPECTION**

2.4.1 Site Tests – Pipework Systems

a) Above Ground Internal Water Services Installation

All water service pipe system installed above ground shall be tested hydraulically for a period of one hour to not less than one and half times to design working pressure.

If preferred, the Sub-contractor may test the pipelines in sections. Any such section found to be satisfactory need not be the subject of a further test when system has been completed, unless specifically requested by the Engineer.
During the test, each branch and joint shall be examined carefully for leaks and any defects revealed shall be made good by the Sub-contractor and the section re-tested.

The Sub-contractor shall take all necessary precautions to prevent damage occurring to special valves and fittings during the tests. Any item damaged shall be repaired or replaced at the Sub-contractor's expenses.

b) Above Ground Soil Waste and Ventilation System

All soil, waste and ventilating pipe system forming part of the above ground installation, shall be given appropriate test procedures as described in B.S. 5572, 1972.

Smoke tests on above ground soil, waste and ventilating pipe system shall not be permitted.

Pressure tests shall be carried out before any work which is to be concealed is finally enclosed.

In all respects, tests shall comply with the requirements of B.S. 5572.

2.4.2 Site Test – Performance

Following satisfactory pressure test on the pipework system operational tests shall be carried out in accordance with the relevant B. S. Code of practice on the systems as a whole to establish that special valves, gauges, control, fittings, equipment and plant are functioning correctly to the satisfaction of the Engineer.

All hot water pipework shall be installed with pre-formed fibre glass lagging to a thickness of 25mm where the pipe runs above a false ceiling or in areas where the ambient temperature is higher than normal with the result that pipe "sweating", due to condensation will cause nuisance.

All lagged pipes which run in a visible position after erection shall be given a canvas cover and prepared for painting as follows:

i) Apply a coating of suitable filler until the canvas weave disappears and allow to dry.

ii) Apply two coats of an approved paint and finish in suitable gloss enamel to colors approved by the Engineer.

All lagging for cold and hot water pipes erected in crawlways, ducts and above false ceiling which after erection are not visible from the corridors of rooms, shall be covered with a reinforced aluminium foil finish banded in colours to be approved by the Engineer.

In all respects, unless otherwise stated, the hot and cold-water installation shall be carried out in accordance with the best standard of modern practice and described in C.P.342 and C.P.310 respectively to the approval of the Engineer.

The test pressure shall be applied by means of a manually operated test pump or, in the case of long main or mains of large diameter, by a power-driven test pump which shall not be left unattended. In either case precautions shall be taken to ensure that the required pressure is not exceeded.

Pressure gauges should be recalibrated before the tests.

The Sub-contractor shall be deemed to have included in his price for all test pumps, and other equipment required under this specification.

The test pressure shall be one and a half times the maximum working pressure except where a pipe is manufactured from a material for which the relevant B.S. specification designates a maximum test pressure.

2.5 STERILISATION OF COLD-WATER SYSTEM

All water distribution system shall be thoroughly sterilized and flushed out after the completion of all tests and before being fully commissioned for handover.

The sterilization procedures shall be carried out by the Sub-contractor in accordance with the requirements of B.S. Code of Practice 301, Clause 409 and to the approval of the Engineer.

SECTION C:

PARTICULAR SPECIFICATIONS FOR FIRE PROTECTION EQUIPMENT INSTALLATION

PARTICULAR SPECIFICATIONS FOR PORTABLE FIRE EXTINGUISHER

3.1 GENERAL

The particular specification details the requirements for the supply and installation and commissioning of the Portable Fire Extinguishers and Boosted Hose Reel System. The Sub-contractor shall include for all appurtenances and appliances not necessarily called for in this specification or shown on the contract drawings but which are necessary for the completion and satisfactory functioning of the works.

If in the opinion of the Sub-contractor there is a difference between the requirements of the Specifications and the Contract Drawings, he shall clarify these differences with the Engineer before tendering.

3.2 SCOPE OF WORKS

The Sub-contractor shall supply, deliver, erect, test and commission all the portable fire extinguishers and Hose Reel which are called for in these Specifications and as shown on the Contract Drawings.

3.3 WATER/CO2 EXTINGUISHERS

These shall be 9-litre water filled CO2 cartridge operated portable fire extinguishers and shall comply with B.S. 1382: 1948 and to the requirements of B.S.4523: 1977. Unless manufactured with stainless steel, bodies shall have all internal surfaces completely coated with either a lead tin, lead alloy or zinc applied by hot dipping. There shall be no visibly uncoated areas.

The extinguishers shall be clearly marked with the following:

a) Method of operation.
b) The words 'WATER TYPE' (GAS PRESSURE) in prominent letters.

c) Name and address of the manufacturer or responsible vendor.

d) The nominal charge of the liquid in imperial gallons and litres.

e) The liquid level to which the extinguisher is to be charged.

f) The year of manufacture.

g) A declaration to the effect that the extinguisher has been tested to a pressure of24.1 bar (350 psi.).
h) The number of British Standard 'B.S' 1382 or B.S. 5423: 1977.

3.4 PORTABLE CARBON DIOXIDE FIRE EXTINGUISHERS

These shall be portable carbon dioxide fire extinguishers and shall comply with B.S. 3326: 1960 and B.S. 5423: 1977.

The body of extinguisher shall be a seamless steel cylinder manufactured to one of the following British Standards; B.S. 401 or B.S. 1288.

The filling ratio shall comply with B.S. 5355 with valves fittings for compressed gas cylinders to B.S.341. Where a hose is fitted it shall be flexible and have a minimum working pressure of
206.85 bar (3000 p.s.i.). The hose is not to be under internal pressure until the extinguisher is operated.

The nozzle shall be manufactured of brass gunmetal, aluminum or stainless steel and may be fitted with a suitable valve for temporarily stopping the discharge if such means are not incorporated in the operating head.

The discharge horn shall be designed and constructed so as to direct the discharge and limit the entrainment of air. It shall be constructed of electrically non-conductive material.

The following markings shall be applied to the extinguishers: -

a) The words "Carbon Dioxide Fire Extinguisher" and to include the appropriate nominal gas content.

b) Method of operation.

c) The words "Re-charge immediately after use".

d) Instructions for periodic checking.

e) The number of the British Standard B.S. 3326: 1960 or B.S. 5423.

f) The manufacturers name or identification markings

3.5 DRY CHEMICAL POWDER PORTABLE FIRE EXTINGUISHER

The portable dry powder fire extinguishers shall comply with BS3465: 1962 and BS 5423. The body shall be constructed to steel not less than the requirements of BS 1449 or aluminum to BS 1470: 1972 and shall be suitably protected against corrosion.

The dry powder charge shall be not-toxic and retain its free-flowing properties under normal storage conditions. Any pressurizing agent used as an expellant shall be in dry state; in particular, compressed air.

The discharge tube and gas tube if either is fitted shall be made of steel, brass, copper or other not less suitable material. Where a hose is provided it shall not exceed 1,060mm and shall be acid and alkali resistant. Provision shall be made for securing the nozzle when not in use.

The extinguisher shall be clearly marked with the following information a) The word

"Dry Powder Fire Extinguisher"

b) Method of operation in prominent letters.

c) The working pressure and the weight of the powder charge in Kilograms. d)

Manufacturer's name or identification mark

e) The words "RECHARGE AFTER USE" if rechargeable type.

f) Instructions to regularly check the weight of the pressure container (gas Cartridge) or inspect the pressure indicator on stored pressure types when fitted, and remedy any loss indicated by either.

g) The year of manufacture.

h) The Pressure to which the extinguisher was tested.

i) The number of this British Standard BS 3465 or BS 5423: 1977.

j) When appropriate complete instructions for charging the extinguisher shall be clearly marked on the extinguisher or otherwise be supplied with the refill.

3.6 FIRE BLANKET.

The fire blanket shall be made from cloth woven with pre-asbestos yarn or any other fire proof material and to measure 1800 x 1210 mm and shall be fitted with special tapes folded so as to offer instantaneous single action to release blanket from storing jacket to BS 1721.

3.7.1 Signage-Fire Instruction /Fire Exit

3.7.1.1 Fire Instruction Notice

Print fire instruction on the Perspex plates with White Colour Background measuring 510mm length x 380mm width x 4mm thick as follows;

FIRE INSTRUCTION NOTICE

In the event of fire;

1. Raise the alarm by actuating the nearest alarm system point, Sound Siren /gong or **Shout Fire**
2. Attack fire using the nearest available equipment
3. Call nearest fire Brigade or Police 999 and inform your switchboard (PABX) Operator
4. Ensure that all personnel not involved in fire fighting evacuation to safety outside the building.
5. Close but **DO NOT LOCK** doors behind as you leave.
6. Evacuate the building using stairs or fire escapes. Do not use Lifts/escalators. Walk calmly. Avoid panic. Do not stop or return for personal belongings.
7. Assemble as per floor outside the building for roll call.

3.7.1.2 Fire Exit Sign

Print Fire Exit signs on the Perspex plate, 4mm thick, with white colour background as follows: -

1. Lettering **IN RED COLOUR** of not less than 50mm in height.
2. A pendant sign bearing words, **FIRE EXIT** and with a directional arrow.

The sign must be capable of being read from both approaches to exit and so is double sided.

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SECTION D:

PARTICULAR SPECIFICATIONS
FOR
AIR CONDITIONING INSTALLATIONS

CLAUSE No.	DESCRIPTION	PAGE
2.1	General……....	E-1
2.2	Scope of Works…….…….	E-1
2.3	Climate Conditions ….…….....	E-1
2.4	Data Systems ……...…….….....	E-1
2.5	Split Air Conditioning System……	E-2
2.6	In door Unit……...	E-3
2.7	Outdoor Unit……...	E-3
2.8	Refrigeration pipework……...	E-4 to E-5

SECTION D:
PARTICULAR SPECIFICATIONS FOR AIR CONDITIONING SYSTEMS

SCOPE OF WORKS

The works to be carried out comprises of the supply, delivery, installation, setting to work, testing and commissioning of all materials and equipment called for in this specification and/or shown in the contract drawings.

The tenderer shall include for all appurtenances and appliances not particularly called for in this specification or on the contract drawings but which are necessary for the completion and satisfactory functioning of the system.

No claim for extra payment shall be accepted from the contractor for non-compliance with the above requirements.

If in the opinion of the tenderer there exists difference between the specification and the contract drawings, the tenderer shall clarify the difference with the engineer before tendering.

The Works to be installed under the contract shall comply with the Ministry of Public Works requirements for contract works under "GENERAL MECHANICAL SPECIFICATION".

CLIMATIC CONDITIONS

The following climatic conditions apply at the sites of the works and all materials and equipment used shall be suitable for these conditions: -

PARAMETERS	**(CONDITIONS) NAIROBI TOWN**
Design outdoor dry bulb Temperature, t_o	28˚C
Minimum Temperature	11.5˚C
Relative Humidity	42% - 94%
Altitude	1795m
Longitude	36˚ 8219' E
Latitude	1.˚ 2921' S
Max. solar radiation occurs during the month of February	

SYSTEMS DESIGN DATA

The air-conditioning systems are designed to maintain the following internal conditions with ambient conditions of 28ºC DB and 55% RH

Internal Temperature 18 ± 1ºC

The equipment described here under covers the specific requirements of equipment to be used for this contract works and shall be used in conjunction with the accompanying contract drawings.

It shall be deemed that the tenderer has based his tender on plant and equipment which is equal in performance to that stated within the specification

AIR CONDITIONING SYSTEM

Roof mounted inverter controlled outdoor unit of rating cooling capacity of - KW should be supplied, delivered and installed to interconnect - indoor units of cooling capacities of - kw as in the specification.

The Unit shall be complete with the following:

- Built in drain pump to automatically drain water.
- Refrigeration pipe work with flared connections
- Fixing brackets/wall mounting kit/ground mounting kit
- Thermostat to control room temperature
- High- and low-pressure units
- Condensate discharge pipe work in Black PVC, 25mm diameter
- Service access valves
- Voltage Surge Protector
- Wired and wireless remote controller complete with mounting brackets

The system shall be suitable for 240V, 1 – Phase, 50Hz power supply

SPLIT AIR CONDITIONING SYSTEM

Split wall mounted air conditioning unit with a rated cooling capacity of 3.6 kw (12,000 Btu/hr) and 7.1kw(24,000Btu/hr) should be supplied installed and tested. The system shall be complete with;

Indoor wall mounted cooling unit (Evaporator)

Each coil unit shall consist of a cooling coil, air circulating fan, fan-guard and a thermostatic expansion valve. A timer unit shall be mounted in the control panel to both the de-frosting intervals and defrosting periods, both of which shall be variable.

The evaporator unit shall be of capacity as specified under the specified conditions, and shall be of the dry expansion type, and preferably of similar make as that of the condensing units. The unit shall be high wall mounted or as will be specified by the Engineer.

The coil shall be manufactured from seamless copper tubing with aluminum fins mechanically bonded to the tubes.

The panel shall be interlocked such, that on energizing the heater, the compressor, condenser and evaporator fan shall be de-energized and only re-energized when the heater is switched off by a evaporator mounted thermostat. A manual overriding switch shall by-pass the timer switch.

The air-circulating fan shall be manufactured from rigid aluminum sheet and finished in white casing. A drip tray with 25mm diameter connections shall be incorporated in the base of the casing.

The Unit shall be complete with the following:

- Built in drain pump to automatically drain water.
- Refrigeration pipe work with flared connections
- Fixing brackets/wall mounting kit/ground mounting kit
- Thermostat to control room temperature
- High- and low-pressure units
- Condensate discharge pipe work in Black PVC, 25mm diameter
- Service access valves
- Voltage Surge Protector

The system shall be suitable for 240V, 1 – Phase, 50Hz power supply

The split air-conditioning system shall be designed to maintain room inside temperature of 18±1º C.

Outdoor Units.

The outdoor units shall be installed and mounted on the wall using appropriate and approved mounting brackets. They shall be complete with hermetically sealed compressors. Safety devices shall include overload/surge protection among others.

The unit shall be connected to power provided by others. It shall also be connected to refrigerant piping and control wiring. It shall have adequate charge of refrigerator oil and R 410A refrigerant or approved equivalent.

The air conditioning units shall be as LG or approved equivalent and shall be provided with approved mounting brackets.

The Unit shall be complete with the following:

- Casing constructed of 18-gauge zinc coated mild steel, zinc phosphate bonderized, coated with oven baked polyester paint and weatherized for outdoor installation. It shall have weep holes on base to allow ease of drainage.
- Hermetically sealed compressor mounted to unit base with rubber isolated hold down bolts, uniform in oil & pressures and shall have internal overload protection.
- Refrigeration pipe work with flared connections
- Distributor with refrigeration control
- Fixing brackets/wall mounting kit/ceiling mounting kit
- Heat exchanger capacity controls
- Precise inverter frequency controls
- New oil returning system (refrigerant oil control system)
- High- and low-pressure units
- An innovation of installation with automatic address settings for indoor units with twin multiplex transmission system of no polarity.
- Condensate discharge pipe work
- Service access valves
- Voltage Surge Protector

Refrigeration Piping

Refrigerant pipe work shall be approved copper tubing and fittings, and shall be properly sized in conformity with the system manufacturer specifications. Pipework shall be joined together by soldering/brazing and shall be complete with all necessary joints, reducers and accessories.

The Ozone friendly refrigerant flow shall be controlled with either a capillary tube or thermostatic expansion valve. Installation shall be carried out by competent and qualified craftsmen. The Engineer may demand proof of qualifications and experience in installation of refrigeration systems.

Pipe work shall be tested for leaks after installation to the Engineers satisfaction. It shall be properly anchored, insulated and no vibration of pipes shall be allowed during the running of the systems. An electronic leak detector shall be used to test for leaks.

Testing and Commissioning Standards

The system shall be balanced to the satisfaction of the project engineer. It shall be run under complete automatic controls for 72 hours' continuous operation to ascertain any faults in operation before acceptance and handover.

Any faults discovered during this time shall be corrected and a further test or tests of 72 hours' duration shall be carried out to ensure satisfactory operation, all at the expenses of the contractor.

All accessories/equipment have to tested for capacity, efficiency, leakages and other human errors and shall meet standards and specifications.

As-Built-Drawings and maintenance manuals

Once the air conditioning system has been tested and commissioned, drawings and maintenance manuals shall be provided. They shall be a true and accurate representation of what has been commissioned. They should bein a format approved by the engineer.

Training

Adequate personnel shall be trained to perform normal operations and routine maintenance of the air conditioning system. The number of personnel to be trained shall be specified for particular pool. The bidder should allow for cost of training adequate personnel.

TESTING & COMMISSIONING

All the pipe work and connections herein described shall be tested in the presence of the Engineer and to the hydraulic pressure the Engineer deems satisfactory and for a minimum period of 1 hour.

These tests must be before any insulation work is undertaken or any pipe work is finally enclosed in any ducts, etc. and due allowance is to be made in the tender for these tests.

The tenderer is to include for providing for all the testing equipment, temporary plugging and refilling etc.

ELECTRICAL WORKS

The tenderer shall include for supply, installation and commissioning of all starters, control apparatus, control panels and interconnecting wiring and conduits for equipment that the tenderer is supplying.

Power points shall be provided within 5 metres of the equipment installation point and the tenderer shall connect his equipment from this point.

BUILDERS WORKS

The tenderers shall allow for perforation of holes, hacking of walls etc. All disturbed surfaces shall thereafter be made good by the tenderer upon satisfactory completion of the works.

SECTION E:

BILLS OF QUANTITIES
AND
SCHEDULE OF UNIT RATES

SECTION E:

BILLS OF QUANTITIES AND SCHEDULE OF UNIT RATES

CONTENTS

CLAUSE No.		PAGE
5.01	GENERAL NOTES TO TENDERERS……	E-1
5.02	STATEMENT OF COMPLIANCE……	E-2
5.03	BILLS OF QUANTITIES ……	E-3to E-20
5.04	SUMMARY PAGE……	E-30
5.05	SCHEDULE OF UNIT RATES……	E-31

5.01 SPECIAL NOTES

1. The Bills of Quantities form part of the contract documents and are to be read in conjunction with the contract drawings and general specifications of materials and works.

2. The prices quoted shall be deemed to include for all obligations under the sub-contract including but not limited to supply of materials, labour, delivery to site, storage on site, installation, testing, commissioning and all taxes (**including 16% VAT**).

   In accordance with Government policy, **3% withholding Tax shall be deducted** from all payments made to the Tenderer, and the same shall be forwarded to the **Kenya Revenue Authority (KRA).**

3. All prices omitted from any item, section or part of the Bills of Quantities shall be deemed to have been included to another item, section or part thereof.

4. The brief descriptions of the items given in the Bills of Quantities are for the purpose of establishing a standard to which the sub-contractor shall adhere. Otherwise alternative brands of **equal** and **approved** quality will be accepted.

   Should the sub-contractor install any material not specified here in before receiving **written approva**l from the Project Manager, the sub-contractor shall remove the material in question and, **at his own cost**, install the proper material.

5. The grand total of prices in the price summary page must be carried forward to the **Form of Tender for the tender to be deemed valid**.

6. Tenderers must enclose, together with their submitted tenders, detailed manufacturer's Brochures detailing Technical Literature and specifications on all the equipment they intend to offer.

5.02 STATEMENT OF COMPLIANCE

a) I confirm compliance of all clauses of the General Conditions, General Specifications and Particular Specifications in this tender.

b) I confirm I have not made and will not make any payment to any person, which can be perceived as an inducement to win this tender.

Signed: .....*for and on behalf of the Tenderer*

Date: ……...

Official Rubber Stamp: ……..……

5.03 BILLS OF QUANTITIES

A) PRICING OF PRELIMINARIES ITEMS.

Prices will be inserted against item of preliminaries in the sub-contractor's Bills of Quantities and specification. These Bills are designated as Bill 1 in this Section. Where the sub-contractor fails to insert his price in any item he shall be deemed to have made adequate provision for this on various items in the Bills of Quantities. The preliminaries form part of this contract and together with other Bills of Quantities covers for the costs involved in complying with all the requirements for the proper execution of the whole of the works in the contract.

The Bills of Quantities are divided generally into three sections: -

a. Preliminaries – Bill 1

Sub-contractors' preliminaries are as per those described in section C – sub-contractor preliminaries and conditions of contractor. The sub-contractor shall study the conditions and make provision to cover their cost in this Bill. The number of preliminary items to be priced by the Tenderer has been limited to tangible items such as site office, temporary works and others. However, the Tenderer is free to include and price any other items he deems necessary taking into consideration conditions he is likely to encounter on site.

b. Installation Items – Other Bills

i. The brief description of the items in these Bills of Quantities should in no way modify or supersede the detailed descriptions in the contract Drawings, conditions of contract and specifications.

i. The unit of measurements and observations are as per those described in clause 3.05 of the section

c. Summary

The summary contains tabulation of the separate parts of the Bills of Quantities carried forward with provisional sum, contingencies and any prime cost sums included. The sub-contract shall insert his totals and enter his grand total tender sum in the space provided below the summary.
This grand total tender sum shall be entered in the Form of Tender provided elsewhere in this document

PROPOSED PARTITIONING OF OFFICES 14TH FLOOR NSSF BUILDING.

BILL NO. 1 PRELIMINARIES

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Discrepancies: The Contractor shall include all work either shown on the Contract Drawings or detailed in the specification. No claim or extra cost shall be considered for works which has been shown on the drawings or in the specification alone.				
1	Should the drawing and the specification appear to conflict, the Sub-contractor shall query the points at the time of tendering and satisfy himself that he has included for the work intended, as no claim for extra payment on this account shall be considered after the contract is awarded.				
2	Conditions of sub-contract Agreement: The Contractor shall be required to enter into a Sub-contract with the Main Contractor.				
3	Payments: Payment will be made through certificates to the Main Contractor, All payments will be less retention as specified in the Main Contract. No payment will become due until materials are delivered to site				
4	Site location: The site of the Contract Works is **NSSF building, Nairobi city County.** The tenderer is recommended to visit the site and shall be deemed to have satisfied himself with regard to access, possible conditions, the risk of injury or damage to property on/or adjacent to the site, and the conditions under which the sub-contract Works shall have to be carried out and no claims for extras will be considered on account of lack of knowledge in this respect.				
5	Scope of Contract Work: The contactor shall supply, deliver, unload, hoist, fix, test, commission and hand hover in satisfactory working order the complete installations specified hereinafter and/ or as shown on the contract Drawings attached hereto , including the provisions of labour,transport and plant for unloading material and storage, and handling into position and fixing also the supply of ladders, scaffolding the other mechanical devices to plant, installation, painting, testing, setting to work the removal from the site from time to time of all superflous material and rubbish caused by the works. The contractor shall supply all accessories, whether of items or equipment supplied by the Sub-Contractor but to be fixed and commissioned under this contract.				
	Sub-total for Preliminaries c/f to next page				

ITEM	DESCRIPTION	QTY	UNT	RATE	AMOUNT
	Sub-total b/forward from the previous page				
6	Extent of the Contractor's Duties: At the commencement of the works, the contractor shall investigate and report to the Engineer if all materials and equipment to be used in the work and not specified as supplied by the others are available locally. If these materials and equipment are not available locally, the contractor shall at this stage place orders for the materials in question and copy the orders to the Engineer				
7	Firm price contract: Unless specifically stated in the documents or the invitation to tender, this is a firm-price Contract and the contractor must allow in his tender for the increase in the cost of labour and/or materials during the duration of the contract				
8	Variation: No alteration to the Contract Works shall be carried out until receipt by the Contractor of written instructions from the Project Manager				
9	Prime cost and provisional sum: A specialist Sub-contractor may be nominated by the Project Manager to supply and/or install any equipment covered by the Prime Cost or Provisional Sums contained within the Contract documents (insert profit and attendance which is a percentage of expended PC or provisional sum.)				
10	Bond: The tenderer must submit with his tender the name of one Surety who must be an established Bank only who will be willing to be bound to the Government for an amount equal to **5 %** of the Contract amount				
11	Government Legislation and Regulations: The Contractor's attention is called to the provision of the Factory Act 1972 and subsequent amendments and revisions, and allowance must be made in his tender for compliance therewith, in so far as they are applicable.				
12	The Contractor must also make himself acquainted with current legislation and any Government regulations regarding the movement, housing, security and control of labour, labour camps, passes for transport, etc.				
13	Insurance company Fees: Attention is drawn to the tenderers to allow for all necessary fees, where known, that may be payable in respect of any fees imposed by Insurance Companies or statutory authorities for testing or inspection				
	Sub-total for Preliminaries c/f to next page				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Sub-total b/forward from the previous page				
14	Provision of services by the Main contractor: In accordance with Clause 1.08 of this Specification the Contractor shall make the following facilities available to the Sub-contractor: a) Attendance on the Sub-Contractor and the carrying out of all work affecting the structure of the building which may be necessary, including all chasing, cutting away and making good brickwork, etc., except that all plugging for fixing, fittings, machinery, fan ducting, etc., and all drilling and tapping of steel work shall be the responsibility of the Sub-contractor. Any purpose made fixing brackets shall not constitute Builder's Work and shall be provided and installed by the Sub-contractor unless stated hereinafter otherwise. b) The provision of temporary water, lighting and power: the Contractor pay for all these services utilized. c) Fixing of anchorage and pipe supports in the shuttering, shall be supplied by the Contractor who shall also supply the Project Manager with fully dimensioned drawings detailing the exact locations. d) i) Provision of scaffolding, cranes, etc. It shall be the Contractor's responsibility to liaise with the Project Manager to ensure that there is maximum co-operation with other nominated Sub-contractors in the use of scaffolding, cranes, etc. ii) Any specialist scaffolding, cranes, etc. by the Contractor for his own exclusive use shall be paid for by the Sub-contractor.				
15	Samples and Materials Generally: The Contractor shall, when required, provide for approval at no extra cost, samples of all materials to be incorporated in the works. Such samples, when approved, shall be retained by the Engineer and shall form the standard for all such materials incorporated				
16	Supplies: The Contractor shall submit names of any supplier for the materials to be incorporated, to the Engineer for approval. The information regarding the names of the suppliers may be submitted at different times, as may be convenient, but no sources of supply will be changed without prior approval.				
	Each supplier must be willing to admit the Engineer or his representative to his premises during working hours for the purpose of examining or obtaining samples of the materials in question.				
	Sub-total for Preliminaries c/f to next page				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Sub-total b/forward from the previous page				
17	Bills of Quantities: The Bills of Quantities have been prepared in accordance with the standard method of measurement of Building Works for East Africa, first Edition, Metric, 1970. All the Quantities are based on the Contract Drawings and are provisional and they shall not be held to gauge or to limit the amount or description of the work to be executed by the Contractor but the value thereof shall be deducted from the Contract Sum and the value of the work ordered by the Engineer and executed thereunder shall be measured and valued by the Engineer in accordance with the conditions of the Contract.				
18	Contractor's Office in Kenya: The Contractor shall maintain (after first establishing if necessary) in Kenya an office staffed with competent Engineer Manager and such supporting technical and clerical staff as necessary to control and coordinate the execution and completion of the Contract Works.				
19	Builder's Work: All chasing, cutting away and making good will be done by the Contractor. The Contractor shall mark out in advance and shall be responsible for accuracy of the size and position of all holes and chases required.The Contractor shall drill and plug holes in floors, walls, ceiling and roof for securing services and equipment requiring screw or bolt fixings.Any purpose made fixing brackets shall be provided and installed by the Contractor.				
20	Setting to work and Regulating system: The Contractor shall carry out such tests of the Contract Works as required by British Standard Specifications, or equal and approved codes as specified hereinafter and as customar.No testing or commissioning shall be undertaken except in the presence of and to the satisfaction of the Engineer unless otherwise stated by him (Contractor's own preliminary and proving tests excepted).It will be deemed that the Contractor has included in the Contract Sum for the costs of all fuel, power, water and the like, for testing and commissioning as required as part				
	Sub-total for Preliminaries c/f to next page				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Sub-total b/forward from the previous page				
21	Identification of plant components: The Contractor shall supply and fix identification labels to all plant, starters, switches and items of control equipment including valves, with white traffolyte or equal labels engraved in red lettering denoting its name, function and section controlled. The labels shall be mounted on equipment and in the most convenient positions. Care shall be taken to ensure the labels can be read without difficulty. This requirement shall apply also to major components of items of control equipment.Details of the lettering of the labels and the method of mounting or supporting shall be forwarded to the Engineer for approval prior to manufacture.				
22	Working Drawings: The Contractor shall prepare such Working Drawings as may be necessary. The Working Drawings shall be complete in such detail not only that the Contract Works can be executed on site but also that the Engineer can approve the Contractor's proposals, detailed designs and intentions in the execution of the Contract WorksIf the Contractor requires any further instructions, details, Contract Drawings or information drawings to enable him to prepare his Working Drawings or proposals, the Contractor shall accept at his own cost, the risk that any work, commenced or which he intends to commence at site may be rejected.				
23	Record Drawings (As Installed) and Instructions: During the execution of the Contract Works the Contractor shall, in a manner approved by the Engineer record on Working or other Drawings at site all information necessary for preparing Record Drawings of the installed Contract Works. Marked-up Working or other Drawings and other documents shall be made available to the Engineer as he may require for inspection and checking.Record Drawings, may, subject to the approval of the Engineer, include approved Working Drawings adjusted as necessary and certified by the Contractor as a correct record of the installation of the Contract Works.				
24	Maintenance Manual: Upon Practical Completion of the Contract Works, the Contractor shall furnish the Engineer four copies of a Maintenance Manual relating to the installation forming part of all of the Contract Works.The manual shall be loose-leaf type, International A4 size with stiff covers and cloth bound. It may be in several volumes and shall be sub-divided into sections, each section covering one Engineering service system. It shall have a ready means of reference and a detailed index.There shall be a separate volume dealing with Air Conditioning and Mechanical Ventilation installation where such installations are included in the Contract Works.				
	Sub-total for Preliminaries c/f to next page				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Sub-total b/forward from the previous page				
25	The manual is to be specially prepared for the Contract Works and manufacturer's standard descriptive literature and plant operating instruction cards will not be accepted for inclusion unless exceptionally approved by the Engineer. The Contractor shall, however, affix such cards, if suitable, adjacent to plant and apparatus. One spare set of all such cards shall be furnished to the Engineer.				
26	Hand over: The Contract Works shall be considered complete and the Maintenance and Defects Liability Period shall commence only when the Contract Works and supporting services have been tested, commissioned and operated to the satisfaction of the Engineer and officially approved and accepted by the Employer.				
27	Painting: It will be deemed that the Contractor allowed for all protective and finish painting in the Contract Sum for the Contract Works, including colour coding of service pipework to the approval of the Engineer. Any special requirements are described in the text of the Specifications				
28	Testing and Inspection – manufactured plant: The Engineer reserves the right to inspect and test or witness of all manufactured plant equipment and materials. The right of the Engineer relating to the inspection, examination and testing of plant during manufacture shall be applicable to Insurance companies and inspection authorities so nominated by the Engineer. A43:F50The Contractor shall give two weeks' notice to the Engineer of his intention to carry out any inspection or tests and the Engineer or his representative shall be entitled to witness such tests and inspections.				
29	Testing and Inspection – Installation: Allow for testing each section of the Contract Works installation as described hereinafter to the satisfaction of the Engineer.				
30	Storage of Materials: The Contractor shall provide storerooms and workshop where required. He shall also provide space for storage to nominated sub-contractors who shall be responsible for these lock-up shades or stores provided. Nominated Sub-contractors are to be made liable for the cost of any storage accommodation provided specially for their use. No materials shall be stored or stacked on suspended slabs without the prior approval of the Project manager				
	Sub-total for Preliminaries c/f to next page				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Sub-total b/forward from the previous page				
31	Initial Maintenance: The Contractor shall make routine maintenance once a month during the liability for the Defects Period and shall carry out all necessary adjustments and repairs, cleaning and oiling of moving parts. A monthly report of the inspection and any works done upon the installation shall be supplied to the Engineer.				
32	The Contractor shall also provide a 24 -hour break-down service to attend to faults on or malfunctioning of the installation between the routine visits of inspection.				
33	Attendance Upon Tradesmen, The Contractor shall allow for the attendance of trade upon trade and shall afford any tradesmen or other persons employed for the execution of any work not included in this contract every facility for carrying out their work and also for the use of ordinary scaffolding. The contractor however, shall not be required to erect any special scaffolding for them.				
34	Temporary Works Where temporal works shall be deemed necessary, such as Temporary lighting, the contractor shall take precaution to prevent damage to such works. The contractor shall include for the cost of and make necessary arrangements with the Project Manager for such temporary works. For temporary lighting, electricity shall be metered and paid for by the contract his programme and schedule of work. He shall ensure equipment optimum presence and utilization of labour, plant and equipment. He should not pay and maintain unnecessary labour force or maintain and service idle plant and .				
35	Extended Preliminaries: Where it shall be necessary to extend the contract period by the Project manager the contractor shall still ensure availability on site, optimum labour, materials, plant and equipment. The contractor shall make provision for extended preliminaries, should the contract period be extended and this shall be in a form of a percentage of the total Contractor works.				
	Sub-total for Preliminaries c/f to next page				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Sub-total b/forward from the previous page				
36	Supervision by Engineer and Site: A competent Project Engineer appointed by the Engineer as his representative shall supervise the Contract works. The Project Engineer shall be responsible for issuing all the site instructions in any variations to the works and these shall be delivered through the Contractor with the authority of the Project Manager. Any instructions given verbal shall be confirmed in writing. The project engineer and (or) the Engineer shall attend management meetings arranged by the Project Manager and for which the Contractor or his representative shall also attend. For the purpose of supervising the project, provisional sums are provided to cover for transport and allowances. The Contractor shall in his tender allow for the provision of management meetings and site inspections, as instructed by the Engineer, and also profit and attendance on these funds. The funds shall be expended according to Project Manager's instructions to the contractor	1	item		
37	Allow for profit and Attendance for the above				
38	Amendment to Scope of Sub-contract Works No amendment to scope of sub-contract works is expected and in case of amendment or modification to scope of work, these shall be communicated to all tenderers in sufficient time before the deadline of the tender submission. However, during the contract period and as the works progress the Project Manager may vary the works as per conditions of contract by issuing site instructions				
39	Contractor Obligation and Employers Obligation: The sub-contractor will finance all activities as part of his obligation to this contract. The employer shall pay interim payment for materials and work completed on site as his obligation in this contract, as the works progresses. The contractor shall, where called upon, insert his price to compensate for any of the occurrence stated here (premature termination, reduction or increase of works), as a percentage of the contract sum.				
40	Any other preliminaries;				
	TOTAL FOR PRELIMINARIES CARRIED FORWARD TO PRICE MAIN SUMMARY PAGE				

BILL NO. 2 SANITARY FITTINGS.

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	PS WASH ROOM: Supply, deliver, install, test and commission the following sanitary appliances complete with all the accessories including all connections to the services, waste, jointing to water supply overflows, supports and all plugging and screwing to walls and floors. Note: (i) All sanitary fittings shall be in approved colour. (ii) The Model and Ref No. indicated is only a guide to the type and quality of fittings. (iii) Equivalent & Approved models may be acceptable.				
A	Carefully remove existing 1 No. toilet and handover to the client for safe custody.	1	item		
B	Supply and install floor standing white ceramic water closet pan comprising: - a rimless floor standing white ceramic WC pan 410mm x360mm x 390mm with horizontal outlet and chrome fasteners as *"Ideal Standard" Tesi* ***'109.004.38 T353601"*** or approved equivalent**.** - soft closing sturdy white seat and seat cover with stainless steel hinges as *"Ideal Standard" Tesi* or approved equivalent. - fixings, caps, gaskets, outlets etc.	1	No.		
C	Supply and install Concealed cistern with a dual flush system comprising: - concealed cistern as *Geberit* or approved equivalent. - dual flush actuator plate as *'Geberit Alpha 20"* . or approved equivalent.	1	No.		
D	Carefully remove existing 1 No. wash hand basin and handover to the	1	item		
E	Supply and install White countertop ceramic wash hand basin with single	1	No.		
F	**Toilet Brush and Brush Holder**:Wall mounted toilet brush holder and brush of approved colour as *"Ideal Standard AGUA"* or approved equivalent.	1	No		
	Sub-total for Sanitary fittings c/f to next page				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Sub-total b/forward from the previous page				
A	Chrome plated wall mounted arabian shower with the following features: -Heavy duty chrome plated flexible hose - Spray rose with press lever operation - Chrome plated mounting bracket for the spray rose above To be as *"Ideal Standard PEX-VADO"* or approved equivalent.	1	No		
B	Supply and install wall mounted, **tankless Instantaneous water heater**. To be as "*ALPHA DCE-S#238153"* or equal and approved.	1	No.		
C	**Tooth Brush Holde**r: Wall mounted glass/stainless Tooth Brush Holder. Holder to be as "*ideal standard DONALD Ref. 170.000.92"* or approved equivalent	1	No.		
D	**Robe hook:** Chrome plated, double hook wall mounted unto a concealed	1	No		
E	**Liquid Soap Dispenser**. Wall mounted stainless steel Auto Infra Red liqiuid soap dispenser. Dispenser to be 700ml and as *"ideal standard ASI"* or approved equivalent.	1	No		
F	**Paper towel dispenser: Paper towel dispenser** for dispensing interfolded paper tissue. The dispenser shall include a casing having a narrow dispensing slot in the bottom surface. The dispenser should have a proper mechanism to prevent excessive quantities of tissue. The paper dispenser shall be in approved colour as *"ideal standard ASI'* **.**	1	No		
G	**Mirror:** 8mm thick mirror with LED dual light fields with sensor switch of size 800 x 600mm, Plugged and screwed to wall with 4No. chrome plated dome capped screws. The mirror shall rest against the wall. To be as *"ideal standard YORKE Ref. RML8060'* or approved equivalent.	1	No		
H	**Bathroomwaste Paper Bin**. 10 Liters waste paper bin in satin finish complete with step-to-open lid as *#Ideal Standard ASI' Ref. 10-7317-S*	1	No		
	Sub-total for Sanitary fittings c/f to next page				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Sub-total b/forward from the previous page				
A	**Shower Encloser:** High quality custom made shower encloser comprising of a fixed pannel (372 x 2100mm) and a hinged door (800 x 2100mm) made from 10mm clear glass with stainless steel/chrome plated hinges, grab handle and towel bar. Pannel and the frame to be screwed to the wall and sealed to shower using silicon sealant and fixing pack.	1	No		
B	Shower Fittings: Concealed 4-way shower mixer with adjustable overhead shower, hand shower and shower thermostat. Overhead shower to be 205mm of spray rain type while the hand spray to be of intense rain type. Fittings to as *"Ideal StandarRef. 113.000.90"* or equal and approved.	1	No.		
C	Supply and install chrome plated **towel rack and rai**l for bathroom, 600 mm in length with double wall fixation, from *' Ideal Standard York 6510TS'* or equal and approved	1	No		
D	**Soap dish**: Supply and install a 140mm York soap basket of brand ref **#B003'**	1	No		
	KITCHENETTE				
	KITCHEN SINKS				
E	**Kitchen Sink - Double Bowl Single Drain** Carefully remove the existing kitchen sink and hand over to client. Supply deliver and install Double Bowl Single Drainer sink size 1160 x 500mm with bowl size 420 x 355 x 150mm deep made out of 18/8 stainless steel complete with sink waste with 70mm diameter flange 40mm shanks with brackets, plug and chain including a bottle trap and all other drainage fitments. Sink shall be as *"Reginox, Ref.R21354"* or approved equavalent	1	No		
F	**Kitchen Mixer** **<u>Kitchen Mixer</u>** The sink to come complete with a **wall mounted** heavy duty hot & cold kitchen sink mixer with swivel overarm outlet, two handles, aerator cartridge and to be as **'DOCOL VITTA #539406'** or approved equivalent.	1	No		
G	**Undersink Heater** Supply and install 10l Electric undersink water heater complete with cabling, heater switch and plumbing connections. As **ARISTON** or approved equivalent with power supply 3.0kw, 240v/ 50Hz	1	No		
	TOTAL FOR SANITARY FITTINGS CARRIED FORWARD TO PRICE MAIN SUMMARY PAGE				

BILL NO. 3 INTERNALPLUMBING.

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Supply, deliver and install chlorinated polyvinyl chloride (CPVC) pipes, tubing and fittings as described and shown on the drawings. The pipes and fittings shall be produced as per SDR 11 for sizes upto 2" and Schedule 40 for sizes above 2" upto 4". They shall meet or exceed the requirements of ASTM D 2846, current European standards for CPVC installations and to the Engineers approval. All joints shall be assembled employing solvent cements that meet or exceed the requirements of ASTM F493.				
A	**Cold water & Hot Water CPVC Pipes**				
	i) 20 mm diameter CPVC SDR-11 Pipes.	8	LM		
	ii) 25 mm ditto	8	LM		
B	**Extra over CPVC tubing for the following:**				
	1) Bends				
	i) 20mm diameter CPVC 90° elbow	4	No.		
	ii) 25 mm ditto	4	No.		
C	**2) Tees**				
	i) 25*20*25 mm reducing Tee	2	No.		
D	**Female/Male threaded Fittings**				
	25mm female/male threaded adaptor	3	No		
	25mm female/male threaded elbow	3	No		
	Allow for testing and commissioning of the Internal plumbing installations to approval	1	item		
E	**Water Connection**				
	Connect to existing water supply system in the duct.	1	Item		
	TOTALS FOR INTERNAL PLUMBING CARRIED FORWARD TO PRICE MAIN SUMMARY PAGE				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	SERVER ROOM				
A	Carefully remove the existing air conditioning unit and hand over to client. Supply and install Single split air conditioining unit with a rated cooling capacity of 3.6 **kW (12,000 Btu/hr).** The unit to run on **R410A** refrigerant and be capable of air filtration, directional air flow, dehumidification with inverter compressor technology. To have the following features: - **High Wall Mounted** white indoor unit c/w mounting brackets - Wall mounted outdoor unit c/w mounting brackets - Refrigerant copper pipework upto 15m long (1/4" liquid & 1/2" gas) c/w with amaflex insulation, flared connections as per the the manufacturers instructions - Initial refrigerant charge of 2.5kg The indoor unit shall be as **"LG Inverter, "S4-Q12JA3QB"** or equal and approved.	1	No.		
B	**Drain pipe**; 25mm PVC condensate drainage pipework including bends, clips, joints and tees in the running lengths of the pipe. Drainage pipe work to come complete with 25mm amaflex insulation	5	Lm		
C	2.5mm flex cable (3 core)	5	lm		
D	Wireless wall mounted remote control complete with mounting brackets and batteries.	1	No.		
	Sub-total for A/C c/f to next page				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Sub-total b/forward from the previous page				
	PS COOPERATIVES OFFICE				
A	Supply and install Single split air conditioining unit with a rated cooling capacity of 7**.1 kW (24,000 Btu/hr).** The unit to run on **R410A** refrigerant and be capable of air filtration, dehumidification with inverter compressor technology. The unit to comprise the following: - **Ceiling Concealed slim ducted** indoor unit c/w mounting brackets - External wall mounted outdoor unit c/w mounting brackets - Refrigerant copper pipework upto 30m long (3/8" liquid & 5/8" gas) c/w with amaflex insulation, flared connections as per the the manufacturers instructions - Initial refrigerant charge of 2.5kg - Wired remote controller c/w with LED panel and thermostat - The Unit to come complete with power and transmission cables, connection accessories, insulation, condensate drain pump and pvc drain pipe. The transmission cable to be CVV-SB 1.25mm2 x 2C The air conditioning unit shall be as **"LG, Inveter, "ABNQ24GM1A2, AUUQ24GH2"** or equal and approved.	2	No.		
B	**Air supply Linear Difussers:** 1000 x 280mm wide,double adjustable deflection grill with 25mm frame border supply linear difussers as **Systemair**	4	No.		
C	**Air return Grille:** 1200 x 800mm wide, linear fixed bar grille for return with 3mm bar profile as **systemair**	3	No.		
D	Galvanised steel grille box to connect the ceiling supply diffuser to the supply flexible duct via a spigot. Grille box to be as **Systemair** or approved equivalent.	8	No.		
E	**Power Surge Protector**: AVS power surge protectors to be as Solatek or equal and approved.	2	No.		
F	150mm diameter double skinned aluminium flexible duct with high density fibreglass insulation. Duct to have close pitch steel wire helix shape reinforcement.	30	LM		
	Sub-total for A/C c/f to next page				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Sub-total b/forward from the previous page				
	MAIN BOARD ROOMS				
A	Supply and install Single split air conditioining unit with a rated cooling capacity of **5.6 kW (18,000 Btu/hr).** The unit to run on **R410A** refrigerant and be capable of air filtration, dehumidification with inverter compressor technology. The unit to comprise the following: - **Ceiling Concealed slim ducted** indoor unit c/w mounting brackets - External wall mounted outdoor unit c/w mounting brackets - Refrigerant copper pipework upto 30m long (3/8" liquid & 5/8" gas) c/w with amaflex insulation, flared connections as per the the manufacturers instructions - Initial refrigerant charge of 2.5kg - Wired remote controller c/w with LED panel and thermostat - The Unit to come complete with power and transmission cables, connection accessories, insulation, condensate drain pump and pvc drain pipe. The transmission cable to be CVV-SB 1.25mm2 x 2C The air conditioning unit shall be as **"LG, Inveter, "ABNQ24GM1A2, AUUQ24GH2"** or equal and approved.	2	No.		
B	**Air supply Linear Difussers:** 1000 x 150mm wide,double adjustable deflection grill with 25mm frame border supply linear difussers as **Systemair**	4	No.		
C	**Air return Grille:** 1200 x 800mm wide, linear fixed bar grille for return with 3mm bar profile as **systemair**	4	No.		
D	Galvanised steel grille box to connect the ceiling supply diffuser to the supply flexible duct via a spigot. Grille box to be as **Systemair** or approved equivalent.	8	No.		
E	**Power Surge Protector**: AVS power surge protectors to be as Solatek or equal and approved.	2	No.		
F	150mm diameter double skinned aluminium flexible duct with high density fibreglass insulation. Duct to have close pitch steel wire helix shape reinforcement.	56	LM		
	TOTALS FOR AIR CONDITIONING CARRIED FORWARD TO PRICE MAIN SUMMARY PAGE				

BILL NO.5: FIRE PROTECTION

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
A	**Portable Fire Extinguishers for each floor.**				
	Supply, deliver, install, test and commission the following portable fire extinguishers and conforming to BS EN 3 / BS 1449.				
A	ii) 5 kg carbon dioxide gas portable fire extinguisher complete with pressure gauge, initial charge and mounting brackets.	1	No.		
B	**Fire Blanket:** Supply and install 1,220 x 1,220mm woven fire blanket complete with pull-straps casing and mounting brackets to be mounted in the kitchens.	1	No		
C	**PHOTOCOPY PAPERS**				
	i) Supply A4 80gsm paperone, copia kenya photocopying/printing papers. (white)	10	REAM		
	ii) Supply A4 Conqueror printing papers. (cream)	1	REAM		
	iii)Supply Flash disc 32 GB usb 3.0	3	No		
	iv)Paper stepler machine (Kangaroo stapler)	2	No		
	v) power back oraimo 27000mah 12w SKU: OR019EA2H50P2NAFAMZ	2	No		
D	SERVER ROOM FIRE PROTECTION				
	Supply, deliver, install, test and commission a fully filled 12Kg automatic dry powder fire extinguisher designed for fixed automatic protection suitable for class A, B, C fire risks and electrical fires. The extinguisher to come complete with ceiling mounting brackets, autonmatic smoke detector and nozzle.	1	No		
	TOTALS FOR FIRE PROTECTION CARRIED FORWARD TO PRICE MAIN SUMMARY PAGE				

	SUMMARY COLLECTION PAGE.		
	DESCRIPTION		**AMOUNT**
	BILL NO. 1- PRELIMINARIES		
	BILL NO. 2: SANITARY FITTINGS		
	BILL NO. 3: INTERNAL PLUMBING		
	BILL NO. 4: AIR CONDITIONING		
	BILL NO. 5: FIRE PROTECTION		
	ADD CONTIGENCIES SUM		**200,000**
	TOTAL FOR INTERNAL PLUMBING AND DRAINAGE CARRIED FORWARD TO GRAND SUMMARY PAGE.		

Amount in Kenya Shillings .....

.....

Period of Execution of the works .....

Tenderers Name & Stamp .....

SIGNATURE..... **DATE** .....

IN NOVAT CERTIFICATE NO .....
(Provide copy)

WITNESS' NAME .....

OCCUPATION .....

SIGNATURE .....

DATE .....

SCHEDULE OF UNIT RATES FOR ANTICIPATED MECHANICAL WORKS NOT COVERED UNDER THIS CONTRACT.

ITEM NO.	DESCRIPTION	RATES (KSHS)
A	4 Burner Electric Cooking Range	
B	Fridge	
C	Micro wave	

SECTION F:

TECHNICAL SCHEDULE OF ITEMS TO BE SUPPLIED.

TECHNICAL SCHEDULE OF ITEMS TO BE SUPPLIED

CONTENTS

CLAUSE No.		PAGE
6.01	GENERAL NOTES TO THE TENDERER…….	**F-1**
6.02	TECHNICAL SCHEDULE…….	**F-**2

1.01 General Notes to the Tenderer

1.1 The tenderer shall submit technical schedules for all materials and equipment upon which he has based his tender sum.

1.2 The tenderer shall also submit separate comprehensive descriptive and performance details for all plant apparatus and fittings described in the technical schedules. Manufacturer's literature shall be accepted. Failure to comply with this may have his tender disqualified.

1.3 Completion of the technical schedule shall not relieve the Contractor from complying with the requirements of the specifications except as may be approved by the Engineer.

1.02 TECHNICAL SCHEDULE

The tenderer must complete in full the technical schedule. Apart from the information required in the technical schedule, the tenderer **MUST SUBMIT** comprehensive manufacturer's technical brochures and performance details for all items listed in this schedule (fill forms attached).

ITEM	DESCRIPTION	MANUFACTURER	COUNTRY OF ORIGIN	REMARKS (Catalogue No. etc.)
1.	water closet Pan-Back to wall			
2.	Water Closet Flush Valve			
3.	Wash hand Basin			
4.	PPR Pipes			
5.	Jumbo toilet roll holder			
6.	Urinal Cistern			
7.	Gate valves			
8.	Portable Fire Extinguishers.			
9.	25mm dia Angle valve			
10.	12kg automatic dry powder fire extinguisher			
11.	Kitchen mixer			
12.	High Wall Mounted Split Air Conditioning unit. 12,000 Btu/h			
13.	Copper Pipe, copper refrigeration			
14.	Surge Protector			

Tenders must attach Brochures/Catalogues as it will form part of evaluation criteria

SECTION G:

DRAWING SCHEDULE

CONTENTS

CLAUSE No.	DESCRIPTION	PAGE
7.01	DRAWING SCHEDULE……	G-1

7.01 DRAWING SCHEDULE:

As shall be provided during project implementation.

SECTION H:

STANDARD FORMS

STANDARD FORMS

NOTE:

ALL FORMS IN THIS SECTION MUST BE FILLED AS THEY SHALL BE PART OF THE EVALUATION CRITERIA

CONTENTS

FORM		PAGE
1.	KEY PERSONNEL……..	H-1
2.	CONTRACTS COMPLETED IN THE LAST FIVE (5) YEARS.	H-2
3	SCHEDULE OF ON-GOING PROJECTS……..	H-3
4	DETAILS OF LITIGATIONS OR ARBITRATION PROCEEDINGS ……	H-4
5	SCHEDULE OF MAJOR ITEMS OF CONTRACTOR'S EQUIPMENT PROPOSED FOR CARRYING OUT THE WORKS……	H-5

Performance Bank Guarantee.

TO :

PRINCIPAL SECRETARY
STATE DEPARTMENT OF INVESTMENT PROMOTION
P.O. BOX 30057-00100
NAIROBI.

Dear Sir,

WHEREAS
……..…….(hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. ..... dated …… to execute..... (hereinafter called "the Works");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of:
Kshs ..... (*amount of Guarantee in figures*)
Kenya Shillings ……
…….(*amount of Guarantee in words*),
and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Kenya Shillings ……..
…….. (*amount of Guarantee in words*) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change, addition or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any change, addition, or modification.

This guarantee shall be valid until the date of issue of the Certificate of Completion.

SIGNATURE AND SEAL OF THE GUARANTOR …….

Name of Bank …….

Address ……

Date ……

Tender Questionnaire.

Please fill in block letters.

1. Full names of Tenderer:

   ……

2. Full address of Tenderer to which tender correspondence is to be sent (unless an agent has been appointed below):

   ……

3. Telephone number (s) of Tenderer:

   ……

4. Telex/Fax Address of Tenderer:
   ……

5. Name of Tenderer's representative to be contacted on matters of the tender during the tender period:
   ……

6. Details of Tenderer's nominated agent (if any) to receive tender notices. This is essential if the Tenderer does not have his registered address in Kenya (name, address, telephone, telex):

   ……

   ……

_____
Signature of Tenderer

Confidential Business Questionnaire.

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2 (b) or 2(c) and (2d) whichever applies to your type of business.

You are advised that it is a serious offence to give false information on this Form.

Part 1 – General

Business Name ……

Location of business premises: Country/Town…….

Plot No…… Street/Road ……

Postal Address…… Tel No……..

Nature of Business……..

Current Trade Licence No…… Expiring date……

Maximum value of business which you can handle at any time:
Kenya Shillings……

Name of your bankers……

Branch……

Part 2 (a) – Sole Proprietor

Your name in full…… Age……

Nationality…… Country of Origin……

Citizenship details ……

Part 2 (b) – Partnership

Give details of partners as follows:

	Name in full	*Nationality*	*Citizenship Details*	*Shares*
1.	……	…….	……..	……..
2.	……	…….	……..	……
3.	……	……	……	……
4.	……	……	……	……

Part 2(c) – Registered Company

Private or Public ……

State the nominal and issued capital of the company:

Nominal KShs. ……..

Issued KShs. ……..

Give details of all directors as follows:

	Name in full	*Nationality*	*Citizenship Details**	*Shares*
1.	……..	……	……..	…….
2.	……..	……	……..	…….
3.	……..	……	……..	…….
4.	……..	……	……..	…….

Part 2(d) Interest in the Firm:

Is there any person/persons in the employment of the Government of Kenya WHO has interest in this firm? Yes/No ..... (Delete as necessary)

I certify that the above information is correct.

……..	…….	…….
Title	Signature	Date

***** *Attach proof of citizenship*

KEY PERSONNEL

Qualifications and experience of key personnel proposed for administration and execution of the Contract.

POSITION	NAME	YEARS OF EXPERIENCE (GENERAL)	YEARS OF EXPERIENCE IN PROPOSED POSITION
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

I certify that the above information is correct.

…….. ……... ……. ……... ……
Title Signature Date

CONTRACTS COMPLETED IN THE LAST FIVE (5) YEARS

Work performed on works of a similar nature and volume over the last five years.

PROJECT NAME	**NAME OF CLIENT**	**TYPE OF WORK AND YEAR OF COMPLETION**	**VALUE OF CONTRACT (Kish's.)**

I certify that the above works were successfully carried out and completed by ourselves.

……. ……. …….
Title Signature Date

SCHEDULE OF ON-GOING PROJECTS

Details of on-going or committed projects, including expected completion date.

PROJECT NAME	**NAME OF CLIENT**	**CONTRACT SUM**	**% COMPLETE**	**COMPLETION DATE**

I certify that the above works are currently being carried out by ourselves.

…… …… …….
Title Signature Date

DETAILS OF LITIGATIONS OR ARBITRATION PROCEEDINGS IN WHICH THE TENDERER IS INVOLVED AS ONE OF THE PARTIES

1. ._____.

2. ._____

3. ._____.

4. ._____.

5. ._____.

6. ._____.

7. ._____.

8. ._____.

9. ._____.

10 ._____.

SCHEDULE OF MAJOR ITEMS OF CONTRACTOR'S EQUIPMENT PROPOSED FOR CARRYING OUT THE WORKS

ITEM OF EQUIPMENT	DESCRIPTION, MAKE AND AGE (Years)	CONDITION (New, good, poor) and number available	OWNED, LEASED (From whom?), or to be purchased (From whom?)

BILL NO.6
PROVISIONAL SUM

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	PROVISIONAL SUMS The following provisional sums to be spent/ deducted in whole or in part at the discretion of the Project Manager **CONTINGENCIES**				
A	Allow a provisional of **Kenya shillings One Million (Kshs 1,000,000.00)** only for Contingency Sum		SUM		1,000,000
	TOTAL PROVISIONAL SUMS CARRIED TO GRAND SUMMARY				**1,000,000**

GRAND SUMMARY

PROPOSED PARTITIONING OF 14TH FLOOR NSSF BUILDING FOR STATE DEPARTMENT FOR INVESTMENTS PROMOTION-NAIROBI COUNTY(W.P. ITEM NO. D1174 NB/NB 2301 JOB NO. 11293A)

BILL NO.	DESCRIPTION	PAGE NO.	FOR TENDERER USE ONLY	FOR OFFICIAL USE ONLY
			KSHs.	KSHs.
	GRAND SUMMARY			
1	PARTICULAR PRELIMINARIES	PP/10		
2	GENERAL PRELIMINARIES	GP/14		
3	BUILDERS WORK	SDIP/11		
4	ELECTRICAL INSTALLATION SERVICES			
5	MECHANICAL INSTALLATION SERVICES			
6	PROVISIONAL SUMS	PS/1		
	GRAND TOTAL CARRIED TO THE FORM OF TENDER (V.A.T INCLUSIVE)			

AMOUNT IN WORDS : ……
……..CENTS ……..……
TENDERER'S NAME ……..……
ADDRESS ……..……
DATE ……..……
TENDERER'S SIGNATURE ……..……

WITNESS'S NAME ……..……
ADDRESS ……..……
DATE ……..……
WITNESS SIGNATURE ……..……