



KENYA INSTITUTE OF SPECIAL EDUCATION

TENDER No. KISE/WC/13/2023-2024

**SUB CONTRACT FOR MECHANICAL SERVICES WORKS FOR THE
PROPOSED CONSTRUCTION OF DEVICES ASSEMBLY FACILITY AT
KISE**

CLOSING DATE AND TIME: Monday 11th March, 2024, 12.00 Noon

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Kenya Institute of Special Education
Kasarani, Thika Superhighway Exit 8,
off Kasarani - Mwiki Rd
P. O. Box 48413 – 00100
Email: info@kise.ac.ke
Nairobi, Kenya

FEBRUARY, 2024

KENYA INSTITUTE OF SPECIAL EDUCATION

SUB CONTRACT FOR MECHANICAL SERVICES WORKS FOR THE PROPOSED CONSTRUCTION OF DEVICES ASSEMBLY FACILITY AT KISE (TENDER No. KISE/WC/13/2023-2024)

1. The Kenya Institute of Special Education (KISE) invites sealed tenders for sub contract for the SUB CONTRACT FOR MECHANICAL SERVICES WORKS FOR THE PROPOSED CONSTRUCTION OF DEVICES ASSEMBLY FACILITY AT KISE
2. Tendering will be conducted under National open tender method using a standardized tender document. Tendering is open to all qualified Tenderers.
3. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours [*i.e. 0900 to 1600 hours*] at the address given below.
4. A complete set of tender documents may be purchased or obtained by interested tenders upon payment of a non-refundable fees of Kshs. 1,000 (One Thousand) in cash or Banker's Cheque and payable to the address given below. Tender documents may be obtained electronically from the Website(s) www.kise.ac.ke. Tender documents obtained electronically will be free of charge.
5. Tender documents may be viewed and downloaded for free from the website www.kise.ac.ke. Tenderers who download the tender document must forward their particulars immediately to info@kise.ac.ke to facilitate any further clarification or addendum.
6. Tenders shall be quoted be in Kenya Shillings and shall include all taxes. Tenders shall remain valid for (90) days from the date of opening of tenders.
7. All Tenders must be accompanied by a tender Security of **Kshs. 500,000.00**
8. Completed tenders must be delivered to the address below on or before **12.00 Noon on March 11, 2024**. Electronic Tenders WILL NOT be permitted.
9. Tenders will be opened immediately after the deadline date and time specified above or any dead line date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.
10. Late tenders will be rejected.
11. The addresses referred to above are:

A. Address for obtaining further information and for purchasing tender documents

Kenya Institute of Special Education
Kasarani, Thika Superhighway Exit 8, off Kasarani - Mwiki Rd
P. O. Box 48413 – 00100 Nairobi, Kenya
Email: info@kise.ac.ke

B. Address for Submission of Tenders.

Kenya Institute of Special Education
Kasarani, Thika Superhighway Exit 8, off Kasarani - Mwiki Rd
P. O. Box 48413 – 00100 Nairobi, Kenya
Email: info@kise.ac.ke

C. Address for Opening of Tenders.

Kenya Institute of Special Education
Kasarani, Thika Superhighway Exit 8, off Kasarani - Mwiki Rd
Director
Kenya Institute of Special Education

SECTION I: INSTRUCTIONS TO TENDERERS

A General Provisions

1. Scope of Tender

- 1.1 The Procuring Entity as defined in the Appendix to Conditions of Contract invites tenders for Works Contract as described in the tender documents. The name, identification, and number of lots (contracts) of this Tender Document are **specified in the TDS**.

2. Fraud and Corruption

- 1.2 The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015, Section 62 "Declaration not to engage in corruption". The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.
- 1.3 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Tenders shall be required to complete and sign the "Certificate of Independent Tender Determination" annexed to the Form of Tender.
- 1.4 Unfair Competitive Advantage - Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, the Procuring Entity shall indicate in the **Data Sheet** and make available to all the firms together with this tender document all information that would in that respect give such firm any unfair competitive advantage over competing firms.
- 1.5 Unfair Competitive Advantage - Fairness and transparency in the tender process require that the Firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender being tendered for. The Procuring Entity shall indicate in the **TDS** firms (if any) that provided consulting services for the contract being tendered for. The Procuring Entity shall check whether the owners or controllers of the Tenderer are same as those that provided consulting services. The Procuring Entity shall, upon request, make available to any tenderer information that would give such firm unfair competitive advantage over competing firms.

3. Eligible Tenderers

- 3.1 A Tenderer may be a firm that is a private entity, a state-owned enterprise or institution subject to ITT 3.7 or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. Public employees and their close relatives (*spouses, children, brothers, sisters and uncles and aunts*) are not eligible to participate in the tender. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for 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. The maximum number of JV members shall be specified in the **TDS**.
- 3.2 Public Officers of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse, their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.
- 3.3 A Tenderer shall not have a conflict of interest. Any tenderer found to have a conflict of interest shall be disqualified. A tenderer may be considered to have a conflict of interest for the purpose of this tendering process, if the tenderer:
- a) Directly or indirectly controls, is controlled by or is under common control with another tenderer; or
 - b) Receives or has received any direct or indirect subsidy from another tenderer; or
 - c) Has the same legal representative as another tenderer; or
 - d) 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 decisions of the Procuring Entity regarding this

tendering process; or

- e) Any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender; or
- f) any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as Engineer for the Contract implementation; or
- 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 or
- h) Has a close business or family relationship with a professional staff of the Procuring Entity who:
 - 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) would be involved in the implementation or supervision of such Contract unless the conflict stemming 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, collusive or fraudulent practice. A tenderer that is proven to have been involved 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. A firm that is not a tenderer or a JV member may participate as a subcontractor in more than one tender. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender.

3.6 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 4.8. A Tenderer 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 subcontractors or sub-consultants for any part of the Contract including related Services.

3.7 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 Tenderers that are state-owned enterprises or institutions may be eligible to compete and be awarded a Contract(s) only if they are accredited by PPRA to be (i) a legal public entity of the state 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 enterprise to enable it compete with firms in the private sector on an equal basis.

3.9 A Firms and individuals may be ineligible if their countries of origin (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of 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, subcontracts and labor) from national 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 in for this purpose is be provided in "SECTION III - EVALUATION AND QUALIFICATION CRITERIA, Item 9".

3.11 Pursuant to the eligibility requirements of ITT 4.10, a tender is considered a foreign tenderer, if the tenderer is

not registered in Kenya or if the tenderer is registered in Kenya and has less than 51 percent ownership by Kenyan Citizens. JVs are considered as foreign tenderers if the individual member firms are not registered in Kenya or if are registered in Kenya and have less than 51 percent ownership by Kenyan citizens. 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

3.14 A Kenyan tenderer shall provide evidence of having fulfilled his/her tax obligations by producing a valid tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

4. Eligible Goods, 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 eligible 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. Tenderer's Responsibilities

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 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 be at 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 against all 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 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. Sections of Tender Document

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 8.

PART 1 Tendering Procedures

- i) Section I - Instructions to Tenderers (ITT)
- ii) Section II - Tender Data Sheet (TDS)

- iii) Section III - Evaluation and Qualification Criteria
- iv) Section IV - Tendering Forms

PART 2 Works Requirements

- i) Section V - Drawings
- ii) Section VI - Specifications
- iii) Section VII - Bills of Quantities

PART 3 Conditions of Contract and Contract Forms

- i) Section VIII - General Conditions of Contract (GCC)
- ii) Section IX - Special Conditions of Contract (SC)
- iii) Section X - Contract Forms

6.2 The Invitation to Tender Document (ITT) issued by the Procuring Entity is not part of the Contract documents.

6.3 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 the pre-Tender meeting (if any), or Addenda to the Tender document in accordance with ITT 8. In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail. 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. Site Visit

7.1 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine and inspect the Site of the Required Services and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for the Services. The costs of visiting the Site shall be at the Tenderer's own expense.

8. Pre-Tender Meeting

8.1 The Procuring Entity shall specify in the **TDS** if a pre-tender meeting will be held, when and where. The Procuring Entity shall also specify in the **TDS** if a pre-arranged pretender site visit will be held and when. The Tenderer's designated representative is invited to attend a pre-arranged pretender visit of the site of the works. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

8.2 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.

8.3 Minutes of the pre-Tender meeting and the pre-arranged pretender site visit of the site of the works, 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 in accordance with ITT 6.3. Minutes shall not identify the source of the questions asked.

8.4 The Procuring Entity shall also promptly publish anonym zed (no names) Minutes of the pre-Tender meeting and the pre-arranged pretender visit of the site of the works at the web page identified in the **TDS**. Any modification to the Tender Documents that may become necessary as a result of the pre-tender meeting and the pre-arranged pretender site visit, 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. Nonattendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

9. Clarification and amendments of Tender Documents

9.1 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 and the pre-arranged pretender visit of the site of the works if provided for in accordance with ITT 8.4. 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 6.3, including a description of the inquiry but without identifying its source. If 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 appropriately following the procedure under ITT 8.4.

10. Amendment of Tendering Document

10.1 At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the Tendering document by issuing addenda.

10.2 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tendering document from the Procuring Entity in accordance with ITT 6.3. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's web page in accordance with ITT 8.4.

10.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity shall extend, as necessary, the deadline for submission of Tenders, in accordance with ITT 25.2 below.

C. Preparation of Tenders

11. Cost of Tendering

11.1 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.

12. Language of Tender

12.1 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.

13. Documents Comprising the Tender

13.1 The Tender shall comprise the following:

- a) Form of Tender prepared in accordance with ITT 14;
- b) Schedules including priced Bill of Quantities, completed in accordance with ITT 14 and ITT 16;
- c) Tender Security or Tender-Securing Declaration, in accordance with ITT 21.1;
- d) Alternative Tender, if permissible, in accordance with ITT 15;
- e) Authorization: written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 22.3;
- f) Qualifications: documentary evidence in accordance with ITT 19 establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted;
- g) Conformity: a technical proposal in accordance with ITT 18;
- h) Any other document required in the **TDS**.

13.2 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 Agreement. The Tenderer shall chronologically serialize pages of all tender documents submitted.

13.3 The Tenderer shall furnish in the Form of Tender information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender.

14. Form of Tender and Schedules

14.1 The Form of Tender and Schedules, including the Bill of Quantities, shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed 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.

15. Alternative Tenders

15.1 Unless otherwise specified in the **TDS**, alternative Tenders shall not be considered.

15.2 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, Evaluation and Qualification Criteria.

15.3 Except as provided under ITT 13.4 below, Tenderers wishing to offer technical alternatives to the requirements of the Tender Documents must first price the Procuring Entity's design as described in the Tender Documents and 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 construction methodology and other relevant details. Only the technical alternatives, if any, of the Tenderer with the Winning Tender conforming to the basic technical requirements shall be considered by the Procuring Entity. When specified in the **TDS**, Tenderers are permitted to submit alternative technical solutions for specified parts of the Works, and such parts will be identified in the **TDS**, as will the method for their evaluating, and described in Section VII, Works' Requirements.

16. Tender Prices and Discounts

16.1 The prices and discounts (including any price reduction) quoted by the Tenderer in the Form of Tender and in the Bill of Quantities shall conform to the requirements specified below.

16.2 The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Tenderer shall be deemed covered by the rates for other items in the Bill of Quantities and will not be paid for separately by the Procuring Entity. An item not listed in the priced Bill of Quantities shall be assumed to be not included in the Tender, and provided that the Tender is determined substantially responsive notwithstanding this omission, the average price of the item quoted by substantially responsive Tenderers will be added to the Tender price and the equivalent total cost of the Tender so determined will be used for price comparison.

16.3 The price to be quoted in the Form of Tender, in accordance with ITT 14.1, shall be the total price of the Tender, including any discounts offered.

16.4 The Tenderer shall quote any discounts and the methodology for their application in the Form of Tender, in accordance with ITT 14.1.

16.5 It will be specified in the **TDS** if the rates and prices quoted by the Tenderer are or are not subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, except in cases where the contract is subject to fluctuations and adjustments, not fixed price. In such a case, the Tenderer shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data and the Procuring Entity may require the Tenderer to justify its proposed indices and weightings.

16.6 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 16.4, provided the Tenders for all lots (contracts) are opened at the same time.

16.7 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.

17. Currencies of Tender and Payment

17.1 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 Tenderer expecting to incur expenditures in other currencies for inputs to the Works supplied from outside Kenya shall device own ways of getting foreign currency to meet those expenditures.

18. Documents Comprising the Technical Proposal

18.1 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, in sufficient detail to demonstrate the adequacy of the Tenderer's proposal to meet the work's requirements and the completion time.

19. Documents Establishing the Eligibility and Qualifications of the Tenderer

19.1 Tenderers shall complete the Form of Tender, included in Section IV, Tender Forms, to establish Tenderer's eligibility in accordance with ITT 4.

19.2 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.

19.3 A margin of preference will not be allowed. Preference and reservations will be allowed, individually or in joint ventures. Applying for eligibility for Preference and reservations shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITT 33.1.

19.4 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 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.

19.5 The purpose of the information described in ITT 19.4 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.

19.6 The Tenderer shall provide further documentary proof, information or authorizations that the Procuring Entity may request in relation to ownership and control which information on any changes to the information which was provided by the tenderer under ITT 6.3. 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.

19.7 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.

19.8 If a tenderer fails to submit the information required by these requirements, its tender will be rejected. Similarly, if the Procuring 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.

19.9 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 be disqualified from the procurement process,

- ii) if the contract has been awarded to that tenderer, the contract award will be set aside,
- iii) the tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other persons have committed any criminal offence.

19.10 If a tenderer submits information pursuant to these requirements that is incomplete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 6.7 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 tenderer.

20. Period of Validity of Tenders

20.1 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 24). A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

20.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 21.1, 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 Tender security. A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in ITT 20.3.

20.3 If the award is delayed by a period exceeding the number of days to be specified in the **TDS** days beyond the expiry of the initial tender validity period, the Contract price shall be determined as follows:

- a) in the case of **fixed price** contracts, the Contract price shall be the tender price adjusted by the factor specified in the **TDS**;
- b) in the case of **adjustable price** contracts, no adjustment shall be made; or in any case, tender evaluation shall be based on the tender price without taking into consideration the applicable correction from those indicated above.

21. Tender Security

21.1 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, Tender Forms.

21.2 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:

- a) an unconditional Bank Guarantee issued by reputable commercial bank); or
- b) an irrevocable letter of credit;
- c) a Banker's cheque issued by a reputable commercial bank; or
- d) another security specified in the **TDS**,

21.3 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 20.2.

21.4 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.

21.5 If a Tender Security is specified pursuant to ITT 21.1, 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 nonresponsive or a bidder declines to extend tender validity period.

21.6 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**.

21.7 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 thereto provided by the Tenderer; or
- b) if the successful Tenderer fails to:
- c) sign the Contract in accordance with ITT 50; or
- d) furnish a Performance Security and if required in the **TDS**, and any other documents required in the **TDS**.

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

21.9 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.

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

22.Format and Signing of Tender

22.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 13 and clearly mark it "ORIGINAL." Alternative Tenders, if permitted in accordance with ITT 15, 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 original and the copies, the original shall prevail.

22.2 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.

22.3 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.

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

22.5 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

23.Sealing and Marking of Tenders

23.1 Depending on the sizes or quantities or weight of the tender documents, a tenderer may use an envelope, package or container. 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 an envelope or package or container marked "COPIES", all required copies of the Tender; and
- c) if alternative Tenders are permitted in accordance with ITT 15, 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.

23.2 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 that are misplaced or opened prematurely will not be accepted.

24. Deadline for Submission of Tenders

24.1 Tenders must be received by the Procuring Entity at the address specified in the **TDS** and no later than the date and time also specified in the **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**.

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

25. Late Tenders

25.1 The Procuring Entity shall not consider any Tender that arrives after the deadline for submission of tenders, in accordance with ITT 24. 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.

26. Withdrawal, Substitution, and Modification of Tenders

26.1 A Tenderer may withdraw, substitute, or modify its Tender after it has 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 22.3, (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 22 and ITT 23 (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 24.

26.2 Tenders requested to be withdrawn in accordance with ITT 26.1 shall be returned unopened to the Tenderers.

26.3 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.

27. Tender Opening

27.1 Except in the cases specified in ITT 23 and ITT 26.2, 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 24.1, shall be as specified in the **TDS**.

27.2 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.

27.3 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.

27.4 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 authorization to request the modification and is read out at Tender opening.

27.5 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.

27.6 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 Bills of Quantities are to be initialed by the members of the tender opening committee attending the opening. The number of representatives of the Procuring Entity to sign shall be specified in the **TDS**.

27.7 At the Tender Opening, the Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 25.1).

27.8 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 one was required.
- e) number of pages of each tender document submitted.

27.9 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 upon request.

E. Evaluation and Comparison of Tenders

28. Confidentiality

28.1 Information relating to the evaluation of Tenders and recommendation of contract award shall not be disclosed to Tenderers or any 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 46.

28.2 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.

28.3 Notwithstanding ITT 28.2, 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.**

29. Clarification of Tenders

29.1 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 a response. Any clarification submitted by a tenderer that is not in response to a request by the Procuring Entity shall not 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 33.

29.2 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.

30. Deviations, Reservations, and Omissions

30.1 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.

31. Determination of Responsiveness

31.1 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 13.

31.2 A substantially responsive Tender is one that meets the requirements of the Tender document without material deviation, **reservation, or omission. A material deviation, reservation, or omission is one that, if accepted, would:**

- a) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
- 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; or
- c) if rectified, would unfairly affect the competitive position of other tenderers presenting substantially responsive tenders.

31.3 The Procuring Entity shall examine the technical aspects of the tender submitted in accordance with ITT 18, to confirm that all requirements of Section VII, Works' Requirements have been met without any material deviation, reservation or omission.

31.4 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.

32. Non-material Non-conformities

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

32.2 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, to rectify nonmaterial 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.

32.3 Provided that a tender is substantially responsive, the Procuring Entity shall rectify quantifiable nonmaterial 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**.

33. Arithmetical Errors

33.1 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.

33.2 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 disqualification of the tender as non-responsive.
- b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, and 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. and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail

33.3 Tenderers shall be notified of any error detected in their bid during the notification of a ward.

34. Currency provisions

34.1 Tenders will be priced in Kenya Shillings only. Tenderers quoting in currencies other than in Kenya shillings will be determined non-responsive and rejected.

35. Margin of Preference and Reservations

35.1 No margin of preference shall be allowed on contracts for small works.

35.2 Where it is intended to reserve the contract to specific groups under Small and Medium Enterprises, or enterprise of women, youth and/or persons living with disability, 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/firms belonging to those specified groups are the only ones eligible to tender. Otherwise if not so stated, the invitation will be open to all tenderers.

36. Nominated Subcontractors

36.1 Unless otherwise stated in the **TDS**, the Procuring Entity does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Procuring Entity.

36.2 Tenderers may propose subcontracting 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.

36.3 The 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 by the Procuring Entity in the **TDS** as can be met by subcontractors referred to hereafter as 'Specialized Subcontractors', in which case, the qualifications of the Specialized Subcontractors proposed by the Tenderer may be added to the qualifications of the Tenderer.

37. Evaluation of Tenders

37.1 The Procuring 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 the Best Evaluated Tender in accordance with ITT 40.

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

- a) price adjustment due to discounts offered in accordance with ITT 16;
- b) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 39;
- c) price adjustment due to quantifiable nonmaterial non-conformities in accordance with ITT 30.3; and
- d) any additional evaluation factors specified in the **TDS** and Section III, Evaluation and Qualification Criteria.

37.3 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 considered in Tender evaluation.

37.4 In the case of multiple contracts or lots, Tenderers shall be allowed to tender for one or more lots and the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the **Form of Tender**, is specified in **Section III, Evaluation and Qualification Criteria**.

38. Comparison of Tenders

38.1 The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 38.2 to determine the Tender that has the lowest evaluated cost.

39. Abnormally Low Tenders

39.1 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 Tenderers is compromised.

39.2 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 other requirements of the Tender document.

39.3 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.

40. Abnormally High Tenders

40.1 An abnormally high 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.

40.2 In case of an abnormally high tender 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 accept 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.

40.3 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.

41. Unbalanced and/or Front-Loaded Tenders

41.1 If in the Procuring Entity's opinion, the Tender that is evaluated as the lowest evaluated price is seriously unbalanced and/or front loaded, 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.

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

- a) accept the Tender; or
- 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; or
- c) agree on a payment mode that eliminates the inherent risk of the Procuring Entity paying too much for undelivered works; or
- d) reject the Tender,

42. Qualifications of the Tenderer

42.1 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.

42.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 19. 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 Subcontractors if permitted in the Tender document), or any other firm(s) different from the Tenderer.

42.3 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 Procuring Entity shall proceed to 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.

42.4 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.

42.5 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 other requirements of the Tender document.

42.6 After evaluation of the price analyses, if 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.

43. Best Evaluated Tender

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

- a) Most responsive to the Tender document; and
- b) the lowest evaluated price.

44. Procuring Entity's Right to Accept Any Tender, and to Reject Any or All Tenders.

44.1 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 thereby incurring any liability to Tenderers. In case of annulment, all Tenderers shall be notified with reasons and all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers.

F. Award of Contract

45. Award Criteria

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

46. Notice of Intention to enter into a Contract

46.1 Upon award 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) instructions on how to request a debriefing and/or submit a complaint during the standstill period;

47. Standstill Period

47.1 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.

47.2 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**.

48. Debriefing by the Procuring Entity

48.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 46, 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.

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

49. Letter of Award

49.1 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 within 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.

50. Signing of Contract

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

50.2 Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.

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

51. Appointment of Adjudicator

51.1 The Procuring Entity proposes the person named in the **TDS** to be appointed as Adjudicator under the Contract, at the hourly fee specified in the **TDS**, plus reimbursable expenses. If the Tenderer disagrees with this proposal, the Tenderer should so state in his Tender. If, in the Letter of Acceptance, the Procuring Entity does not agree on the appointment of the Adjudicator, the Procuring Entity will request the Appointing Authority designated in the Special Conditions of Contract (SCC) pursuant to Clause 23.1 of the General Conditions of Contract (GCC), to appoint the Adjudicator.

52. Performance Security

52.1 Within twenty-one (21) days of the receipt of the Letter of Acceptance 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 40.2 (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.

52.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security and other documents 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.

52.3 Performance security shall not be required for contracts estimated to cost less than Kenya shillings five million shillings.

53. Publication of Procurement Contract

53.1 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 read out at Tender opening.

54. Procurement Related Complaints and Administrative Review

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

54.2 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.

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	A. General
ITT 1.1	The name of the contract is SUB CONTRACT FOR MECHANICAL SERVICES WORKS FOR THE PROPOSED CONSTRUCTION OF DEVICES ASSEMBLY FACILITY AT KISE The reference number of the Contract is TENDER No. KISE/WC/13/2023-2024
ITT 2.3	The Information made available on competing firms is as follows: N/A
ITT 2.4	The firms that provided consulting services for the contract being tendered for are: JKUAT Enterprises Ltd (JKUATES) P.O. Box 62000-00200 Nairobi
ITT 3.1	Maximum number of members in the Joint Venture (JV) shall be: two (2)
	B. Contents of Tender Document
8.1	(A) Pre-Tender conference <i>shall</i> take place at the following date, time and place: N/A (B) A pre-arranged pretender visit of the site of the works <i>shall</i> take place N/A
ITT 8.2	The Tenderer will submit any questions in writing, to reach the Procuring Entity not later than March 4, 2024
ITT 8.4	The Procuring Entity's website where Minutes of the pre-Tender meeting and the pre-arranged pretender site visit will be published is www.kise.ac.ke
ITT 9.1	For Clarification of Tender purposes, for obtaining further information and for purchasing tender documents, the Procuring Entity's address is: (1) Name of Procuring Entity: Kenya Institute of Special Education (2) Physical address for hand Courier Delivery to an office or Tender Box Nairobi Kasarani, Thika Superhighway Exit 8Off Kasarani - Mwiki Rd (3) Postal Address: P.O.BOX 48413 - 00100 NAIROBI, KENYA (4) Name, telephone number and e-mail address of the officer to be contacted. The Director Telephone: 020 8007977 Email: info@kise.ac.ke
	C. Preparation of Tenders
ITP 13.1 (h)	The Tenderer shall submit the following additional documents in its Tender: <i>[list any additional document not already listed in ITT 11.1 that must be submitted with the Tender. The list of additional documents should include the following:]</i> N/A
ITT 15.1	Alternative Tenders shall not be considered.
ITT 15.2	Alternative times for completion shall Not be permitted .
ITT 15.4	Alternative technical solutions shall be permitted for the following parts of the Works: Not Permitted
ITT 16.5	The prices quoted by the Tenderer shall be: fixed
ITT 20.1	The Tender validity period shall be 150 days .
ITT 21.1	A Tender Security shall be required. A Tender-Securing Declaration shall not be required. If a Tender Security shall be required, the amount and currency of the Tender Security shall be Kshs. 500,000
ITT 21.2 (d)	The other Tender Security shall be N/A

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 21.5	On the Performance Security, other documents required shall be N/A
ITT 22.1	In addition to the original of the Tender, the number of copies is: One (1)
ITT 22.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: Power of attorney
D. Submission and Opening of Tenders	
ITT 24.1	(A) For <u>Tender submission purposes</u> only, the Procuring Entity's address is: (1) Name of Procuring Entity Kenya Institute of Special Education (2) Postal Address The Director P.O. Box 48413 - 00100 Nairobi, Kenya (3) Physical address for hand Courier Delivery to an office or Tender Box: Nairobi Kasarani, Thika Superhighway Exit 8Off Kasarani - Mwiki Rd (4) Date and time for submission of Tenders: March 11, 2024 at 12 noon (5) Tenders shall shall not submit tenders electronically.
ITT 27.1	The Tender opening shall take place at the time and the address for Opening of Tenders provided below: (1) Name of Procuring Entity Kenya Institute of Special Education (2) Physical address for the location (City, Street, Building, Floor Number and Room) Nairobi Kasarani, Thika Superhighway Exit 8Off Kasarani - Mwiki Rd (3) State date and time of tender opening. March 11 2024 At 12 noon
ITT 27.1	If Tenderers are allowed to submit Tenders electronically, they shall follow the electronic tender submission procedures specified below: N/A
ITT 27.6	The number of representatives of the Procuring Entity to sign is: 3.
E. Evaluation, and Comparison of Tenders	
ITT 32.3	The adjustment shall be based on the <i>average</i> price of the item or component as 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, the Procuring Entity shall use its best estimate.
ITT 35.2	The invitation to tender is extended to the following groups that qualify for Reservations N/A
ITT 36.1	At this time, the Procuring Entity <i>intends</i> to execute certain specific parts of the Works by subcontractors selected in advance.
ITT 36.2	Contractor's may propose subcontracting: Maximum percentage of subcontracting permitted is: _____% of the total contract amount. Tenderers planning to subcontract more than 10% 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. N/A
ITT 36.3	The parts of the Works for which the Procuring Entity permits Tenderers to propose Specialized Subcontractors are designated as follows: not applicable
ITT 37.2 (d)	Additional requirements apply. These are detailed in the evaluation criteria in Section III, Evaluation and Qualification Criteria.
ITT 51.1	The person named to be appointed as Adjudicator is _ of ____ (provide tel. no. full postal and email addresses) at an hourly fee of Shs. _____ per day. N/A

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 52.2	Other documents required are N/A
ITT 54.1	<p>The procedures for making a Procurement-related Complaint are detailed in the “Notice of Intention to Award the Contract” herein and are also available from the PPRA Website www.ppra.go.ke or email complaints@ppra.go.ke.</p> <p>If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to: For the attention: The Director Title/position: Director Procuring Entity: Kenya Institute of Special Education Email address: info@kise.ac.ke</p> <p>In summary, a Procurement-related Complaint may challenge any of the following (among others): (i) the terms of the Tender Documents; and (ii) the Procuring Entity’s decision to award the contract.</p>

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

1. General Provisions

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:

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

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 Document 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 Works 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 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 irresponsible and will not be considered further.

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.

S/No	PRELIMINARY EVALUATION CRITERIA / MANDATORY REQUIREMENTS FOR MAIN CONTRACTOR
MR 1	Dully filled and signed form of tender prepared in accordance with ITT 12
MR 2	Current certificate of Registration with National Construction Authority (NCA 6 and above) above under in Electrical Installation Works
MR 3	Current NCA Contractor's Annual Practicing License
MR 4	Valid Copy of Certificate of Incorporation/ Registration. (Certified by a Commissioner of Oaths)
MR 5	Submission of valid CR12 form showing the list of directors /shareholding (issued within the tendering period) or National Identity Card(s) for Sole Proprietorship/ Partnership
MR 6	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 shillings 500,000.00 . The tender security shall be as per the prescribed forms and is valid for 175 days from the date of tender opening.
MR 7	Provide proof of power of attorney issued within the tendering period (of tender signatory if not director of the company/ partner, signed and stamped by Commissioner of Oaths)
MR 8	Copy of KRA PIN certificate
MR 9	Valid Current Tax Compliance Certificate- (To be verified by TCC Checker)
MR 10	Dully filled, signed and stamped Confidential Business Questionnaire
MR 11	Valid Copy of Current Single Business permit (for the year 2024) from the County of operation.
MR 12	Letter of authority granting permission to seek references from the Tenderer's bankers.
MR 13	Must duly fill the Certificate of Independent Tender Determination in the format provided
MR 14	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 provided - Form SD1 .

S/No	PRELIMINARY EVALUATION CRITERIA / MANDATORY REQUIREMENTS FOR MAIN CONTRACTOR
MR 15	Letter of authority granting permission to seek references from the Tenderer's bankers.
MR 16	Must duly fill the Certificate of Independent Tender Determination in the format provided
MR 17	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 provided - Form SD1 .
MR 18	Properly tape bound; perfect cover, hard cover or case bound (use of spring bound and spring files will lead to automatic disqualification), paginated, serialized tender document (each page of the tender submission must have a number and the numbers must be in chronological order). For pagination, Arabic Numerals shall be used, i.e. 1,2,3,4,5,6,7,8,9,10....n (n being the last numerical page of the tender document)
MR 19	Must submit one original copy of the Tender Document and one copy . Submission of Original and Copy (all Volumes) in the format required by the procuring entity and all the tender document (all volumes) to be tape BOUND

Bidders who do not satisfy any of the above requirements shall be considered non-responsive and their tenders will not be evaluated further

3. Technical Evaluation

The Procuring Entity shall consider the Technical Proposal of the Tenderers who have been found responsive. The Procuring Entity shall allocate scores for each criterion on the Table of Scores below. The Procuring Entity will evaluate the Technical Proposals of all tenders that pass Preliminary examination for Determination of Responsiveness using the following criteria and scoring system as indicated below.

In order to comply with provisions 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) *On compliance with Technical Specifications, bidders shall supply equipment/items which 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;*
 - (iii) *Material of manufacture;*
 - (iv) *Electrical power ratings; and*
 - (v) *All other requirements as indicated in the technical specifications of the bid.*

STAGE 2: EVALUATION OF TECHNICAL ASPECT OF THE TENDER

At this stage technical evaluation shall be done by comparing each tender to the technical requirements in the tender document

1	2	3	4	5
Item No.	Qualification Subject	Qualification Requirement	Document To be Completed by Tenderer	For Procuring Entity's Use (Qualification met or Not Met)
1.	Nationality	Nationality in accordance with ITT 3.6	Forms ELI – 1.1 and 1.2, with attachments	
2.	Tax Obligations for Kenyan Tenderers	Has produced a current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority in accordance with ITT 3.14.	Attachment	
3.	Conflict of Interest	No conflicts of interest in accordance with ITT 3.3	Form of Tender	
4.	PPRA Eligibility	Not having been declared ineligible by the PPRA as described in ITT 3.7	Form of Tender	
5.	State- owned Enterprise	Meets conditions of ITT 3.8	Forms ELI – 1.1 and 1.2, with attachments	
6.	Goods, equipment and services to be supplied under the contract	To have their origin in any country that is not determined ineligible under ITT 4.1	Forms ELI – 1.1 and 1.2, with attachments	
7.	History of Non-Performing Contracts	Non-performance of a contract did not occur as a result of contractor default since 1 st January, 2021	Form CON-2	
8.	Suspension Based on Execution of Tender/Proposal Securing Declaration by the Procuring Entity	Not under suspension based on-execution of a Tender/Proposal Securing Declaration pursuant to ITT 19.9	Form of Tender	
9.	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	
10.	Litigation History	No consistent history of court/arbitral award decisions against the Tenderer since 1 st January 2019	Form CON – 2	
<p>1. 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.</p>				

1	2	3	4	5
Item No.	Qualification Subject	Qualification Requirement	Document To be Completed by Tenderer	For Procuring Entity's Use (Qualification met or Not Met)
2. This requirement also applies to contracts executed by the Bidder as JV member.				
11.	Financial Capabilities	<p>(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 as Kenya Shillings 100,000,000 equivalent for the subject contract(s) net of the Tenderer's other commitments.</p> <p>(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.</p> <p>(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, or current bank statements for the last 6 months)</p>	Form FIN – 3.1, with attachments	
12.	Average Annual Turnover	<p>Minimum average annual construction turnover of Kenya Shillings 600 Million, 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)</p>	Form FIN – 3.2	
13.	General Works Experience	<p>Experience under construction contracts in the role of prime contractor, JV member, sub-contractor, or management contractor for at least the last 3 years, starting 1st January 2020 A minimum number of 2 contract Provide Completion certificates</p>	Form EXP – 4.1 Experience	
14.	Specific Construction & Contract	Contracts completed in the last five (5) years (Max of 3No. Projects)-	Form EXP 4.2(a)	

1	2	3	4	5
Item No.	Qualification Subject	Qualification Requirement	Document To be Completed by Tenderer	For Procuring Entity's Use (Qualification met or Not Met)
	Management Experience	<p>Provide Evidence Electrical Installation Works Projects of similar nature, complexity or magnitude Bidders shall attach copies of the following:</p> <ul style="list-style-type: none"> a) Letters of Award and, b) Signed Contract and Completion Certificate for the respective projects. Or <p>If project is ongoing, it must be at least 80% complete. Bidder to attach copies of interim payment certificates</p> <p>The similarity of the contracts shall be based on the following: <i>[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]</i></p>		
<p>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.</p> <p>2.Substantial completion shall be based on 80% or more works completed under the contract.</p> <p>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.</p> <p>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.</p>				
15.	Contractors key equipment	<p>Notes</p> <ul style="list-style-type: none"> • 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 the KENYA INSTITUTE OF SPECIAL EDUCATION, P.O.BOX 48413 -00100, NAIROBI. 	Form EQU: Equipment	

1	2	3	4	5
Item No.	Qualification Subject	Qualification Requirement	Document To be Completed by Tenderer	For Procuring Entity's Use (Qualification met or Not Met)
		<p>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 corresponding copies of log books or proof of ownership by lessor; The equipment listed shall be available on site when required a) Relevant Transport (at least 3No.)</p> <ul style="list-style-type: none"> • Means of transport <p>b) Relevant Equipment (at least 3No.)</p> <ul style="list-style-type: none"> • Has relevant equipment for work being tendered <p>The tenderer MUST fill the forms listed below in the format provided.</p>		
16.	Contractor's Representative and Key Personnel	<p>Qualification and Experience of Key Personnel Academic Qualification and Experience (Provide evidence) a) Director of the firm</p> <ul style="list-style-type: none"> • Holder of at least a diploma with 10 years' experience in Mechanical Engineering field <p>* confirmation of the certificates will be done*</p>	Form PER -1 & Form PER -2	
		<p>b) Project Manager</p> <ul style="list-style-type: none"> • Holder of at least a degree with 5 years' experience in Mechanical Engineering field <p>* confirmation of the certificates will be done*</p>		
		<p>c) Electrical Works Supervisor</p> <ol style="list-style-type: none"> 1. At least 1No. degree/diploma holder of key personnel in Electrical Engineering discipline 2. With over 10 years relevant experience 	Form PER -1 & Form PER -2	
		<p>d) Technician</p> <ol style="list-style-type: none"> 1. At least 1No certificate holder of key personnel in Electrical Engineering discipline 2. With over 5 years relevant experience 	Form PER -1 & Form PER -2	
		e) At least 3 No artisans	Form PER -1	

1	2	3	4	5
Item No.	Qualification Subject	Qualification Requirement	Document To be Completed by Tenderer	For Procuring Entity's Use (Qualification met or Not Met)
		<p>a. Holder of at least a certificate with 5 years' experience in relevant Engineering field. At least one of the Artisans to be EPRA/ERC Certified Solar Water heating installer</p> <p>The tenderer MUST fill the forms listed below in the format provided and attach the necessary qualification certificates:</p> <p>1. Form PER - 1 Contractor's Representative and Key Personnel Schedule</p> <p>Form PER - 2 Resume and Declaration - Contractor's Representative and Key Personnel.</p>	& Form PER -2	
17.	Work Methodology and Work Programme	Provide a detailed Work methodology and work programme on A3 using Micro soft Project	Attachment A3	

4. Financial Evaluation

The financial evaluation shall constitute the following:

- a) Checking arithmetical errors in computation and summation;
- b) Price components of the Bill of Quantities and unit rates of the tender shall be analyzed to verify completeness of the Bills of Quantities, material deviations, reservations or omissions;
- c) Ranking of the tenders

5. Alternative Tenders is Not permitted.

6. Margin of Preference is not applicable

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

Over and above the technical evaluation, due diligence will be conducted in attempt to exercise extra reasonable care before engaging any of the bidders. This exercise will seek to establish the physical existence and location of the bidder's firms, physical existence of the past projects undertaken by the bidders as listed in their profiles as well as assurance from previous clients on their involvement with the bidders. As such, this exercise was conducted in 2 stages: (i) Office visit and interviews and (ii) Listed Project Site Visits.

8. Recommendation for Award

The successful bidder shall be the tenderer with the lowest evaluated tender price

1. FORM EQU: EQUIPMENT

The Tenderer shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III, Evaluation and Qualification Criteria. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Tenderer.

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 <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> 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	

2 FORM PER -1

Contractor's Representative and Key Personnel Schedule

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

3. FORM PER-2:

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

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

Name of Tenderer

Position [#1]: <i>[title of position from Form PER-1]</i>		
Personnel information	Name:	Date of birth:
	Address:	E-mail:
	Professional qualifications:	
	Academic qualifications:	
	Language proficiency: <i>[language and levels of speaking, reading and writing skills]</i>	
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
<i>[main project details]</i>	<i>[role and responsibilities on the project]</i>	<i>[time in role]</i>	<i>[describe the experience relevant to this position]</i>

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:	<i>[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]</i>
Time commitment:	<i>[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]</i>

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): _____

4. TENDERER'S QUALIFICATION WITHOUT PRE-QUALIFICATION

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.

4.1 FORM ELI -1.1

Tenderer Information Form

Date: _____

ITT No. and title: _____

Tenderer's name
In case of Joint Venture (JV), name of each member:
Tenderer's actual or intended country of registration: <i>[indicate country of Constitution]</i>
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 <input type="checkbox"/> 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 <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 3.5 <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITT 3.8, documents establishing: <ul style="list-style-type: none">• Legal and financial autonomy• Operation under commercial law• Establishing that the Tenderer is not under the supervision of the Procuring Entity
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

4.2 FORM ELI -1.2

Tenderer's JV Information Form

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

Date: _____

ITT No. and title: _____

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: _____
<p>1. Attached are copies of original documents of</p> <p><input type="checkbox"/> 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.</p> <p><input type="checkbox"/> 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 3.8.</p> <p>2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.</p>

4.3 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			
<input type="checkbox"/> Contract non-performance did not occur since 1 st January [insert year] specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1.			
<input type="checkbox"/> Contract(s) not performed since 1 st 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			
<input type="checkbox"/> No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.			
<input type="checkbox"/> 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: _____	
		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			
<input type="checkbox"/> No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.			
<input type="checkbox"/> Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below.			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)

<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Entity: <i>[insert full name]</i> Address of Procuring Entity: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Procuring Entity" or "Contractor"]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
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4.4 FORM FIN – 3.1:

Financial Situation and Performance

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

4.4.1. 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

4.4.2 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		

4.4.3 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 statements¹ 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.

4.5 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
<i>[indicate year]</i>	<i>[insert amount and indicate currency]</i>		
Average Annual Construction Turnover *			

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

4.6 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		

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

	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					

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: _____	

4.9 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 <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
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:				

4.10 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	

Construction Experience in Key Activities

Tenderer's Name: _____

Date: _____

Tenderer's JV Member Name: _____

Sub-contractor's Name² (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 <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
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:				
	Information			
Description of the key activities in accordance with Sub-Factor 4.2(b) of Section III:				

2. Activity No. Two

3.

² If applicable

OTHER FORMS

5. FORM OF TENDER

INSTRUCTIONS TO TENDERERS

- i) *The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address.*
- ii) *All italicized text is to help Tenderer in preparing this form.*
- iii) *Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION OF THE TENDERER attached to this Form of Tender.*
- iv) *The Form of Tender shall include the following Forms duly completed and signed by the Tenderer.*
 - *Tenderer's Eligibility- Confidential Business Questionnaire*
 - *Certificate of Independent Tender Determination*
 - *Self-Declaration of the Tenderer*

Date of this Tender submission: *[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 of Kenya Shillings *[Amount in figures]* _____ Kenya Shillings *[amount in words]* ____.

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

The percentage or amount quoted above does not include provisional sums, and only allows not more than two foreign currencies.

2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Project Manager's 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 adhere by this tender until *[Insert date]*, and it shall remain binding upon us and may be accepted at any time before that date.
4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us. We further understand that you are not bound to accept the lowest or any tender you may receive.
5. We, the undersigned, further declare that:
 - i) No reservations: We have examined and have no reservations to the tender document, including Addenda issued in accordance 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, in case of one lot: Total price is: *[insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies]*; Or
Option 2, in case of multiple lots:
- a) Total price of each lot *[insert the total price of each lot in words and figures, 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 obtain a Performance Security in accordance with the Tendering document;
- xii) One Tender Per Tender: We are 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 subcontractor, 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, Project Manager, 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 ITT 3.8]*;
- 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.")

- vii) Binding Contract: We understand that this Tender, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- viii) 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;
- ix) Fraud and Corruption: We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption;
- x) 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.
- xi) 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.

- xii) We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:
- a) Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in any conflict to interest.
 - b) Certificate of Independent Tender Determination – to declare that we completed the tender without colluding with other tenderers.
 - c) Self-Declaration of 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]

Date signed _____ day of _____, _____

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'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE

Instruction to Tenderer

Tender is instructed to complete the particulars required in this Form, *one form for each entity if Tender is a JV*. Tenderer is further reminded that it is an offence to give false information on this Form.

(a) **Tenderer's details**

	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 (<i>postal and physical addresses, email, and telephone number</i>) 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 (<i>postal and physical addresses, email, and telephone number</i>) of state which stock exchange	

General and Specific Details

b) **Sole Proprietor**, provide the following details.

Name in full _____ Age _____
Nationality _____ Country of Origin _____
Citizenship _____

c) **Partnership**, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

d) **Registered Company**, provide the following details.

- Private or public Company
- State the nominal and issued capital of the Company

Nominal Kenya Shillings

(Equivalent)..... Issued Kenya

iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

(e) **DISCLOSURE OF INTEREST- Interest of the Firm in the Procuring Entity.**

- i) Are there any person/persons in (Name of Procuring Entity) who has/have an interest or relationship in this firm? Yes/No.....

If yes, provide details as follows.

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

ii) **Conflict of interest disclosure**

	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 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 specified in 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.		

f) Certification

On behalf of the Tenderer, I certify that the information given above is complete, current and accurate as at the date of submission.

Full Name

Title or Designation

(Signature)

(Date)

B. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the _____ [Name of Procuring Entity]
for: _____ [Name and number of
tender] in response to the request for tenders made by: _____ [Name of Tenderer] do
hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of _____ [Name of Tenderer] that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
4. For the purposes of this Certificate and the Tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - a) has been requested to submit a Tender in response to this request for tenders;
 - b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable]:
 - a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - b) the Tenderer has entered into consultations, communications, agreements or arrangements with one or more 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, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs (5)(a) or (5)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) methods, factors or formulas used to calculate prices;
 - c) the intention or decision to submit, or not to submit, a tender; or
 - d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5)(b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;
8. the terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5)(b) above.

Name _____ Title _____ Date _____

[Name, title and signature of authorized agent of Tenderer and Date].

C. SELF - DECLARATION FORMS

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/Director of (*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 herein 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 (*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 servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/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 participating in the subject tender
5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

.....
(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 Public
Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in Public
Procurement and Asset Disposal and my responsibilities under the Code.

I do hereby commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and
Asset Disposal.

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. APPENDIX 1- FRAUD AND CORRUPTION

(Appendix 1 shall not be modified)

1. Purpose

2. 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 Public Procurement Processes and Contracts that are governed by the laws of Kenya.

3. Requirements

The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.

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, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior: -

- 1) a person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
- 2) A person referred to under subsection (1) who contravenes the provisions of that sub-section commits an offence;
- 3) Without limiting the generality of the subsection (1) and (2), the person shall be: -
 - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
 - b) if a contract has already been entered into with the person, the contract shall be voidable;
- 4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
- 5) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement: -
 - a) shall not take part in the procurement proceedings;
 - b) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
 - c) shall not be a subcontractor for the bidder to whom was awarded contract, or a member of the group of bidders to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.
- 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 conflict of interest to the procuring entity;
- 7) If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5)(a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. Etc.

In compliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:

- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
 - i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

- ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v) "obstructive practice" is:
 - deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation 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/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3 e. below.

- b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:

"fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.

- c) Rejects a proposal for award¹ of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or recommend to appropriate authority (ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
- e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect² all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; 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/will not engage in any corrupt or fraudulent practices.

¹For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and tendering, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Investigating Authority or persons appointed by the Procuring Entity to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

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

Beneficiary:

Request for Tenders No:

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 on or 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]

[Witness]

[Signature of the Guarantor]

[Seal]

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

TENDER-SECURING DECLARATION FORM

[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:.....*[insert complete name of Purchaser]* I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
2. I/We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser for the period of time of *[insert number of months or years]* starting on *[insert date]*, if we are in breach of our obligation(s) under the bid conditions, because we – (a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.
3. I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer(s), upon the earlier of:
 - a) our receipt of a copy of your notification of the name of the successful Tenderer; or
 - b) thirty days after the expiration of our Tender.
4. I/We understand that if I am/we are/in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed..... Capacity / title (director

or partner or sole proprietor, etc.) Name:

..... Duly authorized to sign the bid

for and on behalf of: *[insert complete name of Tenderer]*

Dated on day of *[Insert date of signing]* Seal or stamp

SECTION V - DRAWINGS

ANNEX 1

SECTION VI - SPECIFICATIONS

1.0 SPECIFICATIONS FOR SUB CONTRACT FOR MECHANICAL SERVICES WORKS FOR THE PROPOSED CONSTRUCTION OF DEVICES ASSEMBLY FACILITY AT KISE

GENERAL AND PARTICULAR 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.

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.
- a) The United Kingdom Institution of Electrical Engineers (IEE) Regulations for the Electrical Equipment of Buildings.
- b) The United Kingdom Chartered Institute of Building Services Engineers (CIBSE) Guides.
- c) 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

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 minimize 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 weeks' 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 pipe work 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 pipe work 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.

1.08.5 Shop drawings

Before manufacture or Fabrication is commenced the contractor shall submit Two copies of detailed drawings of all water tanks, fire hose reel pump, water booster pump and any other equipment 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 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.

1.09 **Colour Coding**

Unless stated otherwise in the Particular Specification all pipe work shall be color coded in accordance with the

latest edition of B.S 1710 and to the approval of the Engineer or Architect.

2.10 **Welding**

2.10.1 Preparation

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.

2.10.2 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.

2.10.3 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.

2.10.4 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 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.

GENERAL

SITE LOCATION

The site of the proposed works is at **KENYA INSTITUTE OF SPECISL EDUCATION**

SCOPE OF WORKS

The works to be carried out under this sub-contract comprise supply, installation, testing and commissioning of the following: -

a) Plumbing and drainage installation works

BROCHURES FOR DEVICES

For consideration and qualification tenderers shall, at their own cost, provide colored manufacturer's brochures detailing technical literature and specifications where applicable. This section specifies the general requirements for plant, equipment and materials forming part of the plumbing and drainage installations.

3.2 MATERIALS AND STANDARDS

3.2.1 Pipework and Fittings

Pipework materials are to be used as follows:

b) 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.

c) Polypropylene Pipes-Random (PP-R) Type 3

All PP-R type 3 pipework shall be manufactured in accordance with B.S. 7291 Part 2001 Dimensions 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

d) CPVC Piping

PVC (polyvinyl chloride) that has been chlorinated via a free radical chlorination reaction. CPVC is produced by adding chlorine to PVC in a water slurry or fluidized bed chlorination process. The chlorination reaction is initiated by ultraviolet light. The chlorinated PVC is compounded with ingredients necessary for the desired properties for further processing. The chlorine added to PVC gives CPVC higher temperature performance and improved fire and corrosion resistance.

Should conform to ASTM D2846 standard and ASTM F441 Standard for chlorinated poly vinyl chloride pipes.

Short copper connection tubes between galvanized pipe work and sanitary fitments shall not be used because of the risk of galvanic action.

If, as may occur in certain circumstances, it is not possible to make the connection in any way than the use of copper tubing, then a brass straight connector shall be positioned between the galvanized pipe and the copper tube in order to prevent direct contact.

e) 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.

Joining

The method of joining 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.

f) 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.

Joining of pipes shall be carried out by means of solvent welding, the manufacturer's instructions and B.S. 5572: 1978.

Joining 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.

g) 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 affected 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.

3.2.2 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 bury 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.

3.2.3 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 Littlehampton, Sussex, England. The trade name for traps manufactured by this company is 'Grevak'.

3.2.4 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 builder's 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 pipeangers, 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.

3.2.5 **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.

They shall be as described in the bill of quantities.

3.2.6 **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.

3.3 **INSTALLATION**

3.3.1 **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.

3.3.2 **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

3.4.1 Site Tests – Pipework Systems

Above Ground Internal Water Services Installation

All water service pipe system installed above ground shall be tested hydraulically for a period of ten hours 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.

a) 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.

3.4.2 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.

3.5 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.

PARTICULAR SPECIFICATION FOR PORTABLE FIRE EXTINGUISHER BOOSTED HOSE REEL SYSTEM

4.1 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.

4.2 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.

4.3 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 of 24.1 bar (350 psi.).
- h) The number of British Standard 'B.S.' 1382 or B.S. 5423: 1977.

4.4 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, aluminium 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

4.5 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 aluminium 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 Kilogram.
- d) Manufacturers 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.

4.6 AIR FOAM FIRE EXTINGUISHER

These shall be of 9 Litres capacity complete with refills cartridges and wall fixing brackets and complying with B.S. 5423 with the following specifications: -

Cylinder: to B.S. 1449

Necking: to be 76mm outside diameter steel EN 3A 2³/₄ X 8TPI female thread. **Head cap:** to be plastic moulding acetyl resin.

CO₂ Cylinder: to be 75gm P.V.C coated.

Internal Finish: to be polythene lining on phosphate coating.

External finish: to be phosphated - One coat primer paint and one coat stove enamel B.S. 381 C.

4.7 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.

4.8 BOOSTED HOSE REEL SYSTEM

4.8.1 General

The Particular Specification details the requirements for the supply, installation and commissioning of the hose reel installation. The hose reel installation shall comply in all respects to the requirements set out in C.O.P 5306 Part 1: 1976, B.S 5041 and B.S 5274. The System shall comprise of a pumped system.

4.8.2 Hose Reel Pumps

The fire hose reel pumps shall consist of a duplicate set of multi-line centrifugal pumps from approved manufacturers. The pumps shall be capable of delivering 5M³/hr at a running pressure of 2 bars.

The pump casing shall be of cast iron construction with the impeller shaft of stainless steel with mechanical seal.

4.8.3 Control Panel

The control panel shall be constructed of mild steel 1.0mm thick sheet, be moisture, insect and rodent proof and shall be provided complete with circuit breakers and a wiring diagram enclosed in plastic laminate.

The pump shall be controlled by a flow switch therefore, the control panel shall include the following facilities:

- (a) 'On' push button for setting the control panel to live.
- (b) Green indicator light for indicating control panel live.
- (c) Duty / Stand-by pump auto change over.
- (d) Duty pump run green indicator light.
- (e) Stand-by pump run green indicator light.
- (f) Duty pump fail red indicator light.
- (g) Stand-by pump fail red indicator light.
- (h) Low water condition pump cut-out with red indicator light.

The pumps are to be protected by a low-level cut-out switch to prevent dry pump run when low level water conditions occur in the water storage tank.

4.8.4 Hose Reel

The hose reel to the installation shall consist of a recessed, swing-type hose reel as Angus Fire Armour Model III or from other approved manufacturers.

The hose reel shall comply with B.S. 5274: 1975 and B.S 3161: 1970 and is to be installed to the requirements of C.P. 5306 Part 1: 1976.

The hose reel shall be supplied and installed complete with a first-aid Non-kinking hose 30 or 45 meters long with a nylon spray / jet / shut-off nozzle fitted. A screw down chrome - plated globe valve to B.S 1010 to the inlet to the reel is to be

supplied.

The orifice to the nozzle is to be not less than 4.8mm to maintain a minimum flow of 0.4 lit / sec to jet. The hose reels shall be installed complete with electro-galvanized cabinet recessed on the wall.

The hose reels shall be installed at 1.5 metres Centre above the finished floor level in locations shown in the contract drawings.

4.8.5 Pipe Work

The pipe work for the hose reel installation shall be galvanized wrought steel tubing heavy grade Class C to B.S 1387: 1967 with pipe threads to B.S 21. The pipe work and all associated fittings shall be in approved colour for fire fittings.

4.8.6 Pipe Fittings

The pipe fittings shall be wrought steel pipe fittings, welded or seamless fittings conforming to B.S. 1740 or malleable iron fittings to B.S 143.

All changes in direction will be with standard bends or long radius fittings. No elbows will be provided.

4.8.7 Non-return Valves

The non-return valves up to and including 80mm diameter shall be to B.S. 5153: 1974. The valves shall be of cast iron construction with gunmetal seat and bronze hinge pin.

4.8.8 Gate Valves

The gate valves up to and including 80mm diameter shall be non-rising stem and wedge disc to B.S 5154: 1974 with screwed threads to B.S. 21 tapes thread

4.8.9 Sleeves

Where pipe work passes through walls, floors or ceilings, a sleeve shall be provided one diameter larger than the diameter of the pipe, the space between them to be packed with mineral wool, to the Engineer's approval.

4.8.10 Earthing

The hose reel installation shall be electrically earthed by a direct earth connection. The installation of the earthing shall be carried out by the Electrical Sub- contractor.

4.8.11 Finish Painting

Upon completion of testing and commissioning the hose reel installation, the pipework shall be primed and finish painted with 2 No. coats of paints to the Engineer's requirements.

4.8.12 Testing and Commissioning

The hose reel installation shall be flushed out before testing to ensure that no builder's debris has entered the system. The installation is to be then tested to one and half times the working pressure of the installation to the approval of the Engineer. Simulated fault conditions of the pumping equipment are to be carried out before acceptance of the System by the Engineer.

4.8.13 Instruction Period

The Sub-contractor shall allow in his contract sum for instructing of the use of the equipment to the Client's maintenance staff. The period of instruction may be within the contract period but may also be required after the contract period has expired.

The period of time required shall be stipulated by the Client but will not exceed two days in which time

the Client's staff shall be instructed on the operation and maintenance of the equipment.

4.8.14.1 Signage-Fire Instruction /Fire Exit

4.8.14.2 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 firefighting 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.

4.8.14.3 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.

4.8.14.4 Hose Reel Label

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, HOSE REEL and with a directional arrow.

The sign must be capable of being read from both approaches to exit and so is double sided.

1.1.6 Pipework above Ground

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 building.

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 a position as to be difficult to reach from a short step ladder, extension spindles with floor or wall pedestals shall be provided.

Screwed piping shall be installed with a sufficient number of unions to facilitate easy removal of valves and fittings, and to enable alterations to the pipework to be carried out without the need to cut the pipe.

Full allowance shall be made for the expansion and contraction of pipework, pre-cautions being made to ensure that any forces produced by pipe movements are not transmitted to valves, equipment or plant. All tubing exposed on faces of walls shall, unless otherwise specified, be fixed at least 25mm clear of adjacent surfaces with approved holder bats built into the walls, cut and pinned to walls in cement mortar. Where fixed to woodwork, suitable clips shall be used.

All tubings specified as chased into walls shall have the wall face neatly cut and chased, the tubing wedged and fixed and plastered over.

All tubing specified as fixed to ceilings, roofs or roof structures shall be fixed with approved mild steel hangers cut and pinned to ceilings, roofs or roof structures.

Where three or more tubes are fixed to the ceilings, roofs or roof structures close to each other, they shall be fixed in positions, which leave the lower surfaces at the same horizontal level, unless otherwise specified. Tubes fixed to steel work shall be fixed with clips and tap screws.

Tubes shall be fixed to true lines parallel to adjacent lines of the building unless otherwise specified. Where insulated, tubing shall be fixed with the insulation at least 25mm clear of the adjacent surfaces. Pipe runs shall be secured by pipe clips connected to pipe hangers, wall brackets or trapeze type supports. 'U' bolts shall not be used as a substitute for the pipe clips without prior approval of the Engineer. An approximate guide to the maximum permissible supports spacing in meters for the steel and copper pipe is given in the following table for horizontal runs.

<u>Size</u> <u>Nominal Bores</u>	<u>Maximum support</u> <u>Spacing</u>
15mm	2.0m
20mm	2.5m
25mm	2.5m
32mm	3.0m
40mm	3.0m
50mm	3.0m
65mm	3.5m
80mm	3.5m
100mm	4.0m

Each support shall take its due proportion of the weight of the pipe and shall allow free movement for expansion and contraction. The support spacing for vertical runs shall not exceed one and a half times the distances given for the horizontal runs.

Sleeves shall provide where pipes pass through walls and solid floors to allow movement of the pipes without damage to the structure. The overall length of the sleeve shall be such that it projects at least 2mm beyond the finished thickness of the wall or partition.

Sleeves passing through the structure shall be of mild steel. Elsewhere they shall be of PVC. The sleeves shall have 5-15mm clearance all-round the pipe, or for insulated pipework, all round the insulation. The sleeves shall be packed with slag wool or similar.

Unless anything else is stated in the specification, the tenderer must include in his tender for all protective and finish painting of the works including colour coding of special requirements, if any, are specified in the text of the particular specification. The painting shall be carried out by skilled painters.

1.1.6.1 Galvanised Mild steel Tubing

Galvanized mild steel tubing shall be in accordance with B.S 1387 with screwed and socketed joints. Fittings for the same shall be galvanized malleable iron to B.S 143 & 1256 threads to BS 21.

Joints shall be made with fine hemp and an approved jointing compound or with Teflon sealing tape. Compound containing red lead must be used, unless otherwise specified.

All changes of direction shall be obtained by use of proper fittings. Formed bends shall not be accepted. Long screw connectors and flat-faced unions shall not be used, unless otherwise specified.

Where chased into walls or cast in concrete, galvanized mild steel tubing carrying hot water shall be wrapped with hair felt secured by copper wire.

The fixing of galvanized mild steel tubing shall be done using:

- a) Malleable iron "school board" pattern brackets for building in or screwing to structure or
- b) Malleable pipe rings, with either back plate, plugs or girder clips or
- c) Purpose made straps to Engineer's Approval.

1.1.6.2 Copper Tubing

Copper tubing shall be light gauge conforming to B.S. 2871 and the fittings shall be capillary or compression fittings to B.S. 864 of approved manufacture.

Joints on tubing up to and including 50 mm diameter, shall be compression or capillary joints or direct joints using zinc-free self-fluxing silver brazing alloys. Joints on tubing above 50 mm diameter shall be welded or blazed joints.

Copper tubing shall be jointed to steel cisterns by the use of copper-alloy connector having a shoulder to bear on the outside of the cistern and secured by a back nut inside. Washers shall be used both inside the cistern. Where chased into walls or cast in concrete, copper tubing shall be wrapped with corrugated cardboard or hair felt secured by copper wire.

The fixing of copper tubing shall be done by using: -

- a) Copper-alloy holderbats for building in, or screwing to structure. Or
- b) Strap clips of copper, copper-alloy or other suitable material. Or
- c) Gunmetal holderbats similar to "YORKSHIRE",

Iron or steel supports shall not be used for copper tubing.

All bends and sets shall be formed without diminishing the internal diameter in any part or causing fracture or weakness of the tube walls.

1.1.6.3 Valves, Cocks, Taps Etc.

Gate Valves

All gate valves up to and including 65mm nominal bore and above, other than those required for fitting to buried water mains shall be of bronze construction in accordance with the requirements of B.S. 5154. The pressure classification of all gate valves shall depend upon the pressure conditions pertaining to the site of the works.

The pressure classification of all gate valves shall depend upon the pressure conditions pertaining to the Site of Works.

Globe Valves

All globe valves up to and including 65 mm nominal bore shall be of bronze construction in accordance with B.S. 2060.

All globe valve 80 mm nominal bore and above shall be of cast iron construction in accordance with the requirements of B.S. 3961.

The pressure classification of all globe valves shall depend upon the pressure conditions pertaining to the Site of Works

Check or Non-Return Valves

All check or non-return valves up to and including 65 mm nominal bore shall be of the swing check type of bronze construction in accordance with B.S. 1953.

All check or non-return valves 80 mm nominal bore and above shall be of the swing check type of cast iron construction in accordance with the requirements of B.S. 4090.

The pressure classification of all check or non-return valves shall depend on the pressure conditions pertaining to the Site of work

Ball Float Valves

All ball valves for use in connection with hot and cold-water services shall be of the Portsmouth type in accordance with the requirements of B.S. 1212, constructed from bronze or other corrosion resistant materials. These valves fall into three pressure classification as follows: -

- (i) Low pressure – 3.588 bar maximum
- (ii) Medium pressure – 7.725 bars maximum.
- (iii) High pressure – 12.620 bars maximum.

The pressure Classification required for each ball valve will be designated in the description of its associated equipment.

Water Storage Tanks

1.1.6.4 Cold Water Storage Tanks

Where specified as galvanized mild steel, water storage tanks shall comply with B.S. 417. Galvanizing shall take place after manufacture. The engineer shall witness galvanising at the factory

Pressed steel sectional water storage tanks shall comply with B.S. 1564, and shall be similar in manufacture to “BRAITH-WAITE”.

Water storage tanks shall be mosquito proofed by means of well-fitting bolted cover bedded on a thick gasket of felt or bitumen.

Overflow pipes from tanks shall discharge into air or floor gullies where nearby positioned, with splay cut ends mosquito proofed by means of wire gauze tightly bound on with stout galvanized wire or soldered on.

1.1.6.5 Thermal Storage Water Heaters

The pressure and low-pressure types domestic electric water heaters shall comply with B. S. 843; high pressure types shall be of a Standard not less than the appropriate B.S.

Domestic heaters shall, if nothing else is specified, be supplied with 50 mm thick fibre glass lagging. Electric thermostatically controlled immersion heaters shall comply with B.S. 3456: Section 2:21 and C.P. 324.202.

Purpose made storage water heaters of the specified size shall comply with B.S.853 and shall be to the specified working and test pressure. The heaters shall be provided with all necessary bosses, coils, etc. and shall be hot dip galvanized after manufacture.

1.1.6.6 Pressure Vessels

Pressure vessels shall be manufactured in accordance with B.S. 1500 A for the specified pressure and be fitted with all necessary openings and connections.

1.1.7 Protection of metal surfaces

Machinery, equipment, etc. shall be tropicalized and with protective treatment fully suitable for application and in the prevailing climatic conditions.

Full details of tropicalization and comprehensive paint treatments, to a dry film thickness of nowhere less than 200 microns, shall be submitted for the approval of the Consultant.

All metalwork shall be protected by either: -

- (a) Hot dip galvanizing; where painted treatment shall be 50 microns epoxy primer or 5-10 microns wash- primer; 30 microns modified alkyd undercoat and 30 microns enamel finish,
- Or
- (b) Metallic lead epoxy primer, epoxy micaceous iron oxide, micaceous iron oxide modified alkyd undercoat and enamel finish, layers minimum 30 microns each.

Surfaces of metalwork shall be thoroughly brushed down with wire brushes to remove all scale, rust, etc., and structural steelwork shall be grit blasted before protective treatment.

All paint shall be applied fully in accordance with the manufacturer's instructions.

All water tanks inclusive covers, machinery casings, claddings and whosoever specified shall be protected by hot dip galvanizing.

Hot dip galvanized coatings shall be executed in accordance with British Standard BS 729. The values for coating weight shall be as follows to B.S 729: -

5 mm thick and over	- 610 to 630 g/m (87 – 90 um)
Under 5 mm but not less than 2 mm	- 460 to 490 g/m (66 – 70 um)
Under 2 mm but not less than 1 mm	- 335 to 350 g/m (48 – 50 um) Grey and malleable iron
castings	- 610 to 630 g/m (87 – 90 um)
Threaded work and other articles which are centrifuged	- 305 to 315 g/m (44 – 45 um)

For conversion to coating thickness unit weight of zinc shall be assumed 7 g/cm³. The values stated shall be taken as minimum average values for a set of samples. Individual minimum values shall be introduced as the above mentioned minus 10%.

When galvanized coats are damaged, e.g. threaded pipe connections made on site, the exposed parts shall be repaired with same paints as for additional coating. Colour grey.

Galvanised steel plates shall have a minimum of 25 years of warranty against rust, corrosion or any other damage due to poor galvanization.

1.1.8 Instrumentation

Instrumentation shall be provided as indicated on the drawings and specified in the specifications. Pressure gauges shall be installed on the pipe at both sides of pumps.

Pressure gauges shall be fitted with shutoff cock, read in the pressure range of system, minim 12 cm. (4 1/2 inch) dial, adjustable angle face, white face with black figures and pointer.

Thermometers shall be installed with separable sockets. Bronze sockets shall be used in nonferrous systems and stainless steel in ferrous systems.

Thermometers shall be mercury actuated, 12 cm (4 1/2 inch) dial, adjustable angle face with black figures and pointer.

Where recording thermometers are required, they shall have chart 25 cm. (10 inches) in diameter, shall operate with one pen on 24-hour charts, with a range 100C to 1050C (500F to 2200F).

3.6 **PARTICULAR SPECIFICATIONS MECHANICAL VENTILATION INSTALLATION**

3.6.1 **Internal Extract Grille**

The internal extract louvre grille shall be fabricated from anodized aluminium and shall be of size 300 x 300mm. It shall be mounted with screws on a grille box at high level on the internal wall.

The grille box shall incorporate an air volume damper for balancing air flow rate.

The internal extract grille and the grille box shall be as Xpelair Model IG30 and Model GB20/100 respectively, or approved equivalent.

3.6.2 **Ducting**

Flexible ducting of nominal diameter 100mm, interlocked and secured by adhesive tape and worm-drive clips, shall be fabricated from aluminium.

The ducting shall terminate on an appropriate spigot plate.

The ducting shall be as Xpelair FD 100 or approved equivalent.

3.6.3 **Y-Piece Connector**

The Y-piece connector shall be made from resin bonded glass fibre and shall be used in connecting common ducting between two different grille boxes.

The Y-piece connection shall be as Xpelair YP 100/110 or approved equivalent.

3.6.4 **Extract Fan**

The extract fan shall be an in-line centrifugal duct fan of extract performance 200m³/hr against 100N/m² static pressure suitable for 240V, 1-Phase, 50Hz power supply.

It shall be of compact and robust zinc steel construction and be mounted on a mounting plate with screws, supplied complete with a wire guard.

The fan suction and extract opening shall be of diameter 100mm. The extract fan to be as Xpelair XID 100 or approved equivalent.

3.6.5 **Extract Grille**

The external extract grille shall be of size 300x300mm and fabricated from aluminium. It shall be a window-mounted air-operated louvre shutter.

The grille shall be as Xpelair Model XLG 100 or approved equivalent.

3.6.6 **Controls**

The controls shall comprise of the following:

A single fan controller, surface mounted with on/off and variable speed settings and "power on" indicator light, passive infra-red sensor which automatically switches the fan on upon detection of body movement and a time delay unit to be incorporated to provide delay of up to 20 minutes after the fan has been switched off.

3.7 **ELECTRICAL WORKS**

The Sub-contractor shall include for supply, installation and commissioning of all starters, control apparatus, control panels and interconnecting wiring and conduits for equipment that the sub-contractor will supply.

The Electrical Sub-contractor will provide a power point positioned within

2- metres of the equipment supplied by the Sub-contractor and the Sub-contractor shall connect his equipment from this point

PARTICULAR SPECIFICATIONS FOR WASHROOM EXTRACT SYSTEM

1.0 Scope of Work

The scope of the works comprises Installation, Testing, and Commissioning of Kitchen Extract and Cold room Installation in accordance with Specifications and drawings.

All the necessary elements and details for complete system are to be included. Excluded from the specifications are the following: -

- All concrete works
- All block works
- Electrical wiring, isolators and switch boards, except internal wiring for control system from a local isolator.

2.0 System Components

Dimensions and capacities of ducts and fans are calculated and based on a specific requirement of air, and on an assumed resistance through grilles, silencers etc. However, the installer shall be responsible for the correct functioning of the system. Subsequently it is therefore his duty to size the systems' components with consideration to his offered equipment.

3.0 Drawings

The Engineer's drawings show the main layout and principles for the Ventilation Systems. If need for further detailing is required in order to carry out the work, working drawings and details shall be produced for approval by the Engineer before the work is executed.

In preparation of the working drawings care should be taken to coordinate the Ventilation works with other services involved and avoid any interference with these.

4.0 Materials and Workmanship

In the specification, equipment is generally described according to capacities and a given standard in order to aid in identification of the particular equipment to satisfy specifications. The equipment selected shall be of reputable manufacture with adequate Back-Up service.

If the Engineer finds it necessary, samples of the materials will be submitted for approval before placing an order. The Engineer shall reject any materials which he finds to be of unsatisfactory quality.

Works shall be carried out by competent workmen under experienced supervision.

The Engineer shall have the authority to have any substandard work or equipment redone and/or equipment replaced.

5.0 Extract Hood

The cooking island extract hood shall be of size 6100 x 2800mm manufactured from 16 S.W.G (1.62mm thick) aluminium sheets and stiffened by a frame of galvanized 38mm (3.5mm thickness) square steel tubes. It shall have a 75mm x 25mm grease channel all around the bottom edge with 20mm diameter drainage holes all round. The holes shall have plastic plugs for drainage of grease. It shall be provided with water proof light fitting and the power shall be provided by others to Electrical Engineers detail within two meters.

The hood supports shall be made of suitable galvanized chains of one-inch links of at least 3.5mm thickness and with strength to carry the weight of the hood suspended from the roof trusses as shown on the drawing and to Structural Engineers directions.

The Hood shall have a greased eliminator made of a STAINLESS-STEEL Vee Insurance unit incorporating 6 No filter panels with a grease drip tray (Stainless Steel) at the bottom. The assembly shall be as VOKE DS 20/6/W (washable) or equal and approved.

The oven extract hood shall be of size 2400 x 700mm manufactured as above. The hood shall have grease eliminator constructed as above incorporating 1 No. unit filter panels and shall be as VOKES RE 10/1/W washable or equal and

approved

5.1 Extract Ductwork

The ductwork shall be constructed as shown on the drawing using galvanized mild steel sheets, 18 S.W.G (1.2mm thick). Duct shall be manufactured in conformity with specification DW 142, 1982 published by H.V.C.A.

5.2 Fire Damper

The fire damper shall be of single blade with flanges for mounting. The blade shall be held in position by a spring-loaded fusible link, set to release at a temperature of 70°C. The fire damper shall have a fire resistance of not less than three (3) hours. It shall be as manufactured by BETA industries or equal and approved. It shall have an access door for fusible link.

The damper shall have a switch operated by the blade, which shall switch off the fan when the blade shuts off airflow.

5.3 Extract Fan

The cooking island extract fan shall be of Purlin mounted mixed flow fan of duty 2.75m³/s against 210Pa. The fan shall be complete with roof cowl and soaker sheet. The fan shall be as Solau and Palau Roof Fans or equal and approved with 3-phase motor or equal and approved. The fan shall be mounted in accordance with manufacturers' instruction and as shown on the drawing.

The oven extract fan shall be Purlin mounted centrifugal fan of duty 0.2 m³/s against 110pa. It shall be constructed as above.

5.4 Fan Control Panel

The panel shall be fabricated from G.I. sheet of minimum 18 SWG (1.2mm) with a hinged door and the powder coated after manufacture. It shall be provided with an integral lock. It shall be complete with the following: -

1. Isolator on the door
2. Motor starter with current overload relay
3. Miniature circuit breaker
4. Phase failure relay with over voltage and under voltage protection
5. Timer switch to switch off the fan at a pre-set time.
6. Push buttons for start and stop.
7. Indicator Lights to show the off position of the fan when the fire damper closes.

6.0 Ductwork

6.1 General Ductwork

All seams, joints and connections to plant shall be so made as to reduced air leakage to a minimum. Internal roughness and obstructions to airflow will not be accepted. Sharp edges or corners on the outside of ductwork, flanges, supports, etc, will not be accepted. Any part of galvanized ductwork where the galvanizing is damaged during manufacture or erection shall be painted with two coats of aluminium, zinc or other corrosion – resisting paint to the approval of the Engineer.

Where ducts pass through roofs (and external walls where applicable) these shall be fitted with angle flanges and weather cravats to ensure a weather-proof fitting to the building structure.

Connections to equipment shall be made with angle flanged joints. Ductwork which may have to be moved to enable plant to be removed shall incorporate angle flanged joints. For long duct runs, angle flanged joints shall be included at intervals to facilitate any subsequent alternations.

Bends and offsets shall have a minimum throat radius equal to the width of the duct. Where short radius elbows are indicated or agreed by the Engineer as necessary due to site limitations the dimensions and internal vane (s) shall be in accordance with HVCA publication DW/121.

Ductwork shall be constructed by galvanized, cold rolled, close annealed patent flattened sheets. Tests holes shall be provided in branch ducts from grilles and there shall be three or four tests holes on side of duct according to duct depth at each test position. At branch positions there shall be one test hole. Air tight swivel type metal covers shall be fitted over the test holes in such a manner that they shall be readily removed as required.

6.2 Rectangular ductwork

Construction of ductwork shall be as per the following Guidelines:

- Up to 300mm longer side – 22 S.W.G.
- Over 300mm and up to 460mm longer size – 20 S.W.G.
- over 460mm and up to 900mm longer side 18 S.W.G (stiffening to be 25mm x 25mm x 3mm. M.S angle at slip joints at 180mm spacing)
- Over 900mm and up to 1370mm. longer side 16 S.W.G. (stiffening to be 30mm x 30mm x 3mm M.S angle at 900mm spacing).
- Over 1370mm longer side – 14 S.W.G. (Stiffening to be 40mm x 40mm x 5mm M.S angle at 900mm. spacing)

Ductwork constructed from 22 and 20 S.W.G sheet shall have folded locked seams and ductwork constructed from 18, 16 and 14 S.W.G. sheets shall have riveted seam with 8 S.W.G rivets at 2" pitch.

Joints for ductwork having a side greater in width than 610mm shall be flanged by means of 30mm x 30mm x 3mm mild steel angles. Mild steel used as flanges or stiffeners shall be riveted to the ductwork, with 8 S.W.G rivets at 2" pitch. The joint faces of flanges shall be drilled for 10mm bolts at 75mm pitch.

Air tight access doors shall be provided on the ductwork wherever indicated on the drawings. The access doors, of sufficiently heavy construction to avoid distortion, complete with handles, shall be secured by brass wing nuts screwed into studs provided, on galvanized mild steel stiffening frames riveted, or bolted to the ductwork. The access doors shall be provided with felt or rubber gaskets to ensure that when closed they are perfectly tight.

The ductwork shall be installed with all joints air tight and adequately stiffened and braced shall have the largest radius possible with a minimum throat radius of one diameter if possible. Square or miter elbows will only be allowed where shown on the drawings. Turning vanes shall be fitted in square or miter elbows.

Transformer pieces except where situated on fan suction shall be constructed so that the angle on any side does not exceed 15° to the axis of the duct where possible.

Branch ducts shall enter main ducts expansion sections where possible. Where branch ducts occur, at taper or transformation pieces, the length of such pieces in the main duct shall be symmetrical about the axis of the branch.

7.0 Brackets and Supports

Supports and brackets for ductworks shall be made adjustable for height, spaced to ensure support and where practicable shall be fitted at each joint of the ductwork. Vertical ductwork shall be supported at each floor level, horizontal ducts at intervals not exceeding 2280mm and adjacent to fans, canvas joints and other equipment. All members of supports in contact with metal ductwork shall be galvanized after fabrication.

Socketed joints shall have a minimum overlap of 50mm in the direction of flow. The joint shall be made with an approved type jointing compound with bolts or rivets at centres not exceeding 50mm. wherever access cannot be made for riveting or bolting self-tapping screw of the shortest length which will give a satisfactory joint shall be used in lieu of the rivets or bolts, on size or diameters up to 530mm. All slip joints on circular ductwork are to have a spigot carefully swaged damper leaves shall be multi leaf type. The quadrants shall be of robust construction and securely fixed to the ductwork. The leaves shall be linked with a connecting rod and the ends of the spindle shall be housed in bearings. Dampers are to indicate the full and closed positions and are to be marked and then locked after air Volume has been set.

8.0 Joints

8.1 Flexible Joints

Flexible joints shall be provided on fan inlet and outlet connections and elsewhere on the ductwork where indicated. They shall be over the full cross-sectional area of the mating fan inlet or outlet section. The ends of the duct and fan connections shall be in line.

Flexible joints shall consist of, or be protected by, material having a fire penetrating time of at least fifteen minutes when tested in accordance with BS 476 Part 1 Section 3. The material shall be of the glass fibre cloth type, canvas or other approved material. The width of joints from metal edge to metal edge shall not be less than 80mm and more than 250mm.

All flexible joints other than fan inlet connections shall be between flanged ends. The flexible material flange shall be backed by an angle or flat iron flange and the flexible joint flat iron bar used with fan inlets shall not be less than 5mm thick.

8.2 Flexible Connections.

Where flexible connections are indicated or required between rigid ductwork and particular components or items of equipment, the internal diameter of the flexible duct shall be equal to the external diameter of the rigid ductwork and of the spigot type. The use of flexible duct between rigid sections of sheet metal ductwork to change direction or plane will not be permitted except where indicated or expressly authorized by the Engineer.

The flexible duct shall have a liner a cover of tough tea-resistant fabric equal in durability and flexibility to glass fibre shall be impregnated and coated with plastics. It shall be reinforced with a bonded galvanized spring steel wire helix or glass fibre cord or equal and shall be bonded to cover to ensure regular convolutions.

Alternatively, the flexible duct shall consist of flexible corrugated metal tubing of stainless steel, aluminium, tinplated steel or aluminium coated steel. The metal may be lined on the inside or the outside or both with plastics materials.

The joints to rigid spigots shall be sealed with a brush coat of pipe jointing paste or mastic compound. Ducts up to 150mm diameter shall be secured with a worm drive type hose clip complying with BS 3628. Ducts over 150mm diameter shall be secured with band clip.

The frictional resistance to air flow per unit length of the flexible duct shall not exceed 50% more than the frictional resistance per unit length of galvanized steel ducts of equivalent diameter. The radius ratio R/D for bends shall not be less than 2, where R is the centre line radius and D is the diameter of the flexible duct.

Flexible ducts shall be suitable for an operating temperature range of 180°C to 1200°C and shall comply with BS 476 Part 1, Section 2, Clause 7 (Clause 1; surface of very low flame spread).

9.0 Finish Painting

Upon completion of the installation and after all tests have been carried out to the satisfaction of the Engineer, the plant, equipment, supports, etc. shall be examined and all priming coats damaged during erection made good.

Any plant or equipment, ductwork, etc., which is to be insulated, shall have had the priming paint protection made good before the application of the insulation. After the above procedures have been carried out to the satisfaction of the Project Manager, the various surface shall be given the necessary preparation as recommended by the paint and insulation manufacturers and finish painted in colours to be agreed between the Sub-Contractor and Project Manager, at a later date.

For the purposes of the Specification, however, it shall be deemed that the sub-contractor's tender price was based on the identification requirements for the various services detailed in Code of Practice DW/161 Identification of Ductwork as published by the H.V.A.

10.0 Inspection, Commission and Testing

10.1 General

Unless otherwise indicated tests shall be carried out in accordance with the appropriate BS or CP. Test certificates for works tests, site tests and tests required by BS shall be submitted in duplicate to the Engineer.

10.2 Testing

Where an individual inspection or tests take place at outside the site of the works representatives of the Engineer will be required to be present.

Unless otherwise indicated the contract shall include the cost of all tests, necessary instruments, plant supervision and labour both at work and on site. The accuracy of the instruments shall be demonstrated where so directed by the Engineer.

The site test shall be of at least six hours duration. Any defects or workmanship, materials and performance maladjustments or other irregularities which become apparent during the tests shall be rectified by the supplier at his expense and the tests shall be repeated at his expense to the satisfaction of the Engineer.

The Supplier/Installer's representative present at the site tests shall be fully conversant with the operation of the thermostatic controls and shall be expected to explain the operation and safety controls forming part of the installation to the employer's representatives.

10.2.1 Site Tests-Fans

All fans shall be charged with suitable lubricant and shall be tested upon completion of the auxiliary system erection to ascertain that the performance of each fan complies with the requirements of the specification.

11.0 Control System

Particular attention shall be paid to the following features:

- Satisfactory operation of any automatic or manually operated sequence to be used in the event of fire.
- Safety in the event of failure and of sudden resumption of electricity supply.
- Satisfactory operation of safety interlocks designed for the protection of personnel, such as those associated with the high voltage electrically operated plant.

The following items shall be checked and/or tested and recorded on the site Test Certificate: -

- Set devised value of all control devices
- Satisfactory operation of equipment protection devices.
- Satisfactory operation of all sequencing operations and alternate working selections and automatic or manual change-over of duplicate plant.

12.0 Operating and Maintenance Instruction

The Supplier/Installer shall demonstrate and explain the plant and the method of starting, running and stopping to such staff as the Engineer shall nominate.

He shall provide three sets of operating and maintenance instructions which shall be enclosed in durable covers. The operating and maintenance instructions shall include; -

- A brief outline of the operation of the plant.
- Instructions on how to start and stop the plant, noting any safety and / or sequencing arrangements.
- Details of required maintenance with suggested frequency of action
- Details of all lubricating oils and greases required and filter replacement
- Details of each item of plant including the name and address of the manufacturer, type and model, serial number, duty and rating.

The operating and maintenance instructions shall be handed to the Engineer not later than at the end of the commissioning period.

13.0 Spare Parts

The Installer shall submit a priced list of any extra materials which he recommends should be purchased for the Ventilating and Air Conditioning Plants and all associated equipment and control gear and extras not supplied as standard. He shall be required to give a guarantee that he will hold sufficient running stock of spare parts for the maintenance of the equipment.

PARTICULAR SPECIFICATIONS FOR AIR-CONDITIONING

3.1 SCOPE OF WORKS

The works shall comprise of the supply, delivery and installation, setting to work, testing and commissioning of all the materials and equipment called for in this specification. The works shall include split air-conditioning and toilet mechanical extract installations.

The amount quoted shall include for all materials and items not particularly called for in this specification but which are necessary for the completion and satisfactory functioning of the works.

3.2 CLIMATIC CONDITIONS

The following climatic conditions apply at the site and all the materials and equipment used shall be suitable for these conditions:

Maximum Design Temperature	-
Minimum Temperature	-
Average Diurnal Range	-
Relative Humidity	-
Altitude	-
Longitude	-
Latitude	-

3.3 AIR-CONDITIONING INSTALLATION

3.3.1 Split Air-conditioning System

The split air-conditioning system shall be designed to maintain room inside temperature of $23\pm 1^{\circ}\text{C}$ and relative humidity of $50\pm 10\%$.

The air-conditioning system shall comprise of indoor units which include, ceiling mounted fan-coil cooling unit, Floor standing unit, High wall unit and ceiling cassette unit. Each system will have its outdoor condensing unit. Each system shall be complete with the following:

- 1 No. evaporator unit
- Direct expansion cooling coil with copper tubes and aluminium fins
- Refrigeration pipework
- Distributor with refrigeration control
- Refrigerant (R410A) charge
- 1 No. air-cooled condensing unit
- Fixing brackets
- Thermostat to control room temperature
- High- and low-pressure units
- Condensate discharge pipework
- Service access valves

The system shall be suitable for 240V, 1 – Phase, 50Hz power supply

3.3.3 Refrigeration Pipework.

Pipework shall be approved copper tubing and fitting and shall be properly fixed in conformity with 'Samsung technical installation Manual' or any other manufacturer printed installation instructions. The refrigerant lines shall be insulated with at least 25mm thickness of Armaflex or other approved material, which shall not have insulating properties inferior to those of cork. The condensing unit shall be approximately 3 meters from evaporator unit.

3.3.2 Variable Refrigerant Flow (VRF) Air-conditioning System

The split air-conditioning system shall be designed to maintain room inside temperature of $23\pm 1^{\circ}\text{C}$ and relative humidity of $50\pm 10\%$.

The air-conditioning system shall comprise of indoor units connected to a common outdoor unit Each system shall be complete with the following:

- evaporator units
- Direct expansion cooling coil with copper tubes and Aluminium fins
- Refrigeration pipework
- Distributor with refrigeration control

- Refrigerant (R410A) charge
- air-cooled condensing unit
- Fixing brackets
- Thermostat to control room temperature
- High- and low-pressure units
- Condensate discharge pipework
- Service access valves

The system shall be suitable for 415V, 3 – Phase, 50Hz power supply

3.3.3 Refrigeration Pipework.

Pipework shall be approved copper tubing and fitting and shall be properly fixed in conformity with 'Samsung VRF technical installation Manual' or any other manufacturer printed installation instructions. The refrigerant lines shall be insulated with at least 25mm thickness of Armaflex or other approved material, which shall not have insulating properties

STATEMENT OF COMPLIANCE

1. I confirm compliance with all clauses of the General Conditions, General Specifications and Particular Specifications in this tender.
2. I confirm I have not made and will not make any payment to any person which can be perceived as inducement to win this tender.

Signed: for and on behalf of the Tenderer

Date:

Official Rubber Stamp:

.....

ORGANIZATION SCHEDULE

1. To be completed by Tenderer

1. The Tenderer shall insert below (and support by a suitable diagram if necessary) the required information to show that he will have the necessary resources available immediately following appointment enabling him to commence the works at site as may be required by the purchaser and execute the works through to completion.

2. Offices

S/No		Answer by Tenderer
a)	Where is the Tenderer's Head office?	
b)	Has the Tenderer an established office in Kenya?	
c)	If no to (b) above when will the Tenderer establish an office in Kenya?	
d)	State the Tenderer's class of registration with the Statutory Authorities	
e)	State the Tenderer's category of registration with Ministry of Works	

3. Finance

S/No		Answer by Tenderer
a)	Who is the Tenderer's Banker?	
b)	What is the Firms' share capital? Authorized Paid up	

4. Materials, Tools, Tenderer's plant

Has the Tenderer available or access to materials and tools etc. in Kenya to enable him to commence the works at site immediately on appointment to the Main Contractor's requirements?

5. General

If the Tenderer has not his own resources available to commence the works immediately what arrangements does he propose to enable him to comply with the Main Contractor's Programme?

EXPERIENCE OF TENDERER

The Tenderer shall complete the following table in respect of projects completed and in progress. It is important that project works similar to those included in this specification are included.

LOCATION	DESCRIPTION OF WORKS	CLIENT	CONSULTING ENGINEERS	PROJECT VALUE	COMPLETION DATE

SECTION VII- BILLS OF QUANTITIES

1. Objectives

The objectives of the Bill of Quantities are:

- a) to provide sufficient information on the quantities of Works to be performed to enable tenders to be prepared efficiently and accurately; and
- b) when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.

In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and contents of the Bill of Quantities should be as simple and brief as possible.

2. Day work Schedule

A Day work Schedule should be included only if the probability of unforeseen work, outside the items included in the Bill of Quantities, is high. To facilitate checking by the Procuring Entity of the realism of rates quoted by the Tenderers, the Day work Schedule should normally comprise the following:

- a) A list of the various classes of labor, materials, and Constructional Plant for which basic day work rates or prices are to be inserted by the Tenderer, together with a statement of the conditions under which the Contractor shall be paid for work executed on a day work basis.
- b) Nominal quantities for each item of day work, to be priced by each Tenderer at day work rates as Tender. The rate to be entered by the Tenderer against each basic day work item should include the Contractor's profit, overheads, supervision, and other charges.

3. Provisional Sums

A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary priced Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Where such provisional sums or contingency allowances are used, the Special Conditions of Contract should state the manner in which they shall be used, and under whose authority (usually the Project Manager's).

The estimated cost of specialized work to be carried out, or of special goods to be supplied, by other contractors should be indicated in the relevant part of the Bill of Quantities as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Procuring Entity to select such specialized contractors. To provide an element of competition among the Tenderers in respect of any facilities, amenities, attendance, etc., to be provided by the successful Tenderer as prime Contractor for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Bill of Quantities inviting the Tenderer to quote a sum for such amenities, facilities, attendance, etc.

These Notes for Preparing a Bill of Quantities are intended only as information for the Procuring Entity or the person drafting the tendering document. They should not be included in the final tendering document.

4. The Bills of Quantities

The Bills of Quantities should be divided generally into the following sections:

- a) Preambles
- b) Preliminary items
- c) Work Items
- c) Daywork Schedule; and
- d) Provisional items
- e) Summary.

5. The **Summary to the Bills of Quantities** will take this form or some other form but including these items.

SUMMARY ITEMS	<i>Page</i>	<i>Amount</i>
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		

SECTION E - BILLS OF QUANTITIES GENERAL NOTES TO TENDERERS

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, the **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 description 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 approval** 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**.

BILLS No. 1

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:

- 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 have 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.

Installation Items – Other Bills

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.

The unit of measurements and observations are as per those described in clause 1.05 of the section C.

(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-contractor 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

SECTION E - BILLS OF QUANTITIES

GENERAL NOTES TO TENDERERS

6. 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.
7. 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, the **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)**.
8. 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.
9. The brief description 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 approval** from the Project Manager, the sub-contractor shall remove the material in question and, **at his own cost**, install the proper material.

10. 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**.

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:

BILLS No. 1

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:

- 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 have 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.

Installation Items – Other Bills

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.

The unit of measurements and observations are as per those described in clause 1.05 of the section C.

(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-contractor 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

BILL No. 1
PRELIMINARIES AND GENERAL CONDITIONS

ITEM	DESCRIPTION	QTY	UNIT	RATE (KSHS)	AMOUNT (KSHS)
1	Discrepancies clause 1.02				
2	Conditions of sub-contract Agreement clause 1.03				
3	Payments clause 1.04				
4	Site location clause 1.06				
5	Scope of Contract Works clause 1.08				
6	Extent of the Contractor's Duties clause 1.09				
7	Firm price contract clause 1.12				
8	Variation clause 1.13				
9	Prime cost and provisional sum clause 1.14 (insert profit and attendance which is a percentage of expended PC or provisional sum.)				
10	Bond clause 1.15				
11	Government Legislation and Regulations clause 1.16				
12	Import Duty and Value Added Tax clause 1.17 (Note this clause applies for materials supplied only. VAT will also be paid by the sub-contractor as allowed in the summary page)				
13	Insurance company Fees clause 1.18				
14	Provision of services by the Main contractor clause 1.19				
15	Samples and Materials Generally clause 1.21				
	SUB-TOTAL CARRIED TO PAGE H36				

ITEM	DESCRIPTION	QTY	UNIT	RATE (KSHS)	AMOUNT (KSHS)
16	Supplies clause 1.20				
17	Bills of Quantities clause 1.23				
18	Contractor's Office in Kenya clause 1.24				
19	Builder's Work clause 1.25				
20	Setting to work and Regulating system clause 1.29				
21	Identification of plant components clause 1.30				
22	Working Drawings clause 1.32				
23	Record Drawings (As Installed) and Instructions clause 1.33				
24	Maintenance Manual clause 1.34				
25	Hand over clause 1.35				
26	Painting clause 1.36				
27	Testing and Inspection – manufactured plant clause 1.38				
28	Testing and Inspection – Installation clause 1.39				
29	Storage of Materials clause 1.41				
30	Initial Maintenance clause 1.42				
	SUB-TOTAL CARRIED TO PAGE H36				

ITEM	DESCRIPTION	QTY	UNIT	RATE (KSHS)	AMOUNT (KSHS)
31	Attendance Upon Tradesmen, etc. (Insert percentage only) clause 1.58				
32	Local and other Authorities notices and fees clause 1.60				
33	Temporary Works clause 1.63				
34	Patent Rights clause 1.64				
35	Mobilization and Demobilization Clause 1.65				
36	Extended Preliminaries Clause 1.66(see appendix on page C- 24)				
37	Supervision by Engineer and Site Meetings Clause 1.67				
38	Allow for profit and Attendance for the above				
39					
40	Amendment to Scope of Sub-contract Works Clause 1.68				
41	Contractor Obligation and Employers Obligation clause 1.69(see appendix page C- 24)				
	Any other preliminaries;				
	TOTAL FOR SCHEDULE NO. 1- PRELIMINARIES CARRIED FORWARD TO PRICE MAIN SUMMARY PAGE H36				

SECTION F - SCHEDULE OF UNIT 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

SCHEDULE OF UNIT RATES			
Item	Description	Unit	Amount (Kshs)
1	25mm ppr pipe	No	
2	32mm ppr pipe	No	
3	40mm ppr pipe	No	
4	50mm ppr pipe	No	
5	63mm ppr pipe	No	
6	Soap dispenser	No	
7	Undersink water heater	No	
8	Hand drier	No	
9	Urinal bowl	No	
10	Urinal 9 litre cistern Urinal	No	
11	division	No	
12	Rectangular plastic tank 6000L capacity	No	
13	Circular Plastic tank 6000L capacity Hose	No	
14	Reel 36-meter pipe	No	
15	Disabled person Water closet Water	No	
16	closet	No	
17	Robe hook Wash	No	
18	hand basin	No	
19	300L, 2No. Panels thermosyphon solar water heater	No	
20	40mm HDPE pipe	No	
21	Kitchen Double bowl sink Manual	No	
22	Alarm Bell	No	
23	Water/Carbon Dioxide gas fire extinguisher	No	
24	Carbon Dioxide gas	No	
25	Dry Chemical powder Fire	No	
26	Sheet metal box	No	
27	Fire brigade breaching inlet Landing	No	
28	valve	No	
29	Fire hose	No	
30	Washroom Extraction	No	
31	Preinsulated Ducting Double	No	
32	deflection grilles Ceiling	No	
33	mounted disc valves	No	
34	Excavation of tunnel 600mm deep per meter length	Lm	
35	Extract fans	No	
36	Sliding Shutter	No	
37	Flanged tee	No	
38	Flange	No	
39	Refuse chute hopper	No	
40	Fan Control panel	No	
41	Dustbin cart	No	

Item	Description	Unit	Amount (Kshs)
67	Celling cassette Air conditioner 2400btu		
68	High wall Air-conditioned 2400btu		
68	Booster Hose reel	No.	
69	Fire blanket	No.	
70	Gate valves	No.	
71	Carbon Dioxide	No.	
72	Water /CO2	No.	
73	Extinguishers	No.	
74	PPR Pipes	No.	
75	CPVC Pipes	No.	
76	PVC Pipes	No.	
77	Celling Cassette 12000btu Air Conditioner	No.	
78	Ambulant disabled water closet	No.	
79	Squatting Water Closet	No.	
80	High wall Air-Conditioning 12000btu	No.	
81	Urinal Bowl	No.	
82	Pedestal Wash hand basin	No.	
83	Urinal flush valves	No.	
84	Soap Dispenser	No.	
85	Manual Alarm Bell	No.	
86	Double bowl sink	No.	
87	Undersink Heater	No.	
89	Mirror	No.	
90	Dry Chemical powder	No.	
91	Hose real pump and Control panel	No.	
92	Booster Hose reel	No.	
93	Fire blanket	No.	
94	Gate valves	No.	
95	Carbon Dioxide	No.	
96	Water /CO2	No.	
97	Extinguishers	No.	
98	Water tank 3000Litres'	No.	
		No.	
		No.	
		No.	

PLUMBING, DRAINAGE AND SANITARY FITTINGS

Item	Description	Qty	Unit	Rate (Kshs)	Amount (KShs)
	BILL NO. 2. SANITARY FITTINGS FOR GROUND FLOOR				
	<i>Supply, deliver, install and fix the following sanitary fittings including all materials and jointing to supply, waste/soil and overflow pipes. Twyford's Ltd products are specified only as an indication of quality. Equal and approved appliances may be supplied. Where trade names are mentioned, the Ref. No. is intended only as a guide to the type and quality of fittings</i>				
A	Water Closet Close-coupled WC suite ('S' or 'P'-Trap) in approved colour complete with horizontal outlet to BS 3402 with 7.5 litre valveless low level ceramic cistern and fittings including siphon, 15mm diameter side overflow, plastic flush bend, heavy plastic seat and cover with metal top fixed (chrome plated) hinges. all to be as Duravit D-Code (Horizontal outlet) CAT NO. 211109000 Water Closet or equal and approved.	2	No.		
B	Sweep Fans Commercial Sweep fans with triple blades with a sweep diameter of 900mm, min speed of 350rpm capacity 8761m ³ /hr, 2 speed, Power Rating 50Watts, overall drop height of 375/750mm. To be complete with control remote switch capable of reversible operation. It shall be as Xpelair model whispair Nwan36 or an equal and approved equivalent	18	No.		
C	Hand Driers Automatic hand drier in white colour, operating on an infra- red automatic sensing system with heating element safety cut- out complete with a 30 seconds safety timer, plastic rawl plugs and fixing screws. The hand drier to have a heating capacity of 2.1kw and performance flow rate of 135cfm (3.82m ³ /min) and to be of size 270x264x143mm deep It shall have a noise level below 72.5 dBA at 1.5m. It shall be as Medclinic or approved equivalent.	4	No.		
	Total for Sanitary Fittings c/f to the next page				

Item	Description	Qty	Unit	Rate (Kshs)	Amount (KShs)
A	Total for Sanitary Fittings b/d from previous page				
	Toilet Brush Holder Wall mounted stainless steel Toilet Brush holder. Holder to be as ' Duravit, D-Code #0099281000 '.	7	No.		
	Mirror Mirror of size 600 x 600x 6mm thick, plugged and screwed to wall with 6No. chrome plated dome capped screws. The mirror shall rest against a layer of 5mm thick foam.	11	No.		
	Disabled Persons WC (Ambulant) facility Disabled Facility comprising of: a. Low Level Cistern, Water Closet Suite Back to wall floor mounted water closet suite comprising: - a floor mounted white ceramic WC pan 380mm x 450mm with horizontal outlet and chrome fasteners as ' Duravit Option ' or equal approved - Low level ceramic cistern with with long lever action flushing mechanism. - sturdy white seat and seat cover with stainless steel hinges as ' Duravit Option '. - fixings, caps and drain outlets.				
	b. Wash Hand Basin set White wall mounted ceramic wash hand basin with single taphole. Preferred dimension: 450 x 400mm x 145mm as ' Orient or Duravit Option ' The basin set to come complete with a long lever chrome disabled basin faucet				
C	Other accessories to include; white plastic slotted waste, basin siphon, overflow, clip, fixings 32mm bottle trap with 75mm water seal, pipes, gaskets and wall flange.	5	Item		
	c. Hinged Support Items 2 No. hinged support rail with toilet roll holder made of satin finish stainless steel with stainless steel fasteners for securing to solid wall. As ' Mediclinics, BG0800CS ' Or equal and approved.				
Total for Sanitary Fittings c/f to the next page					

Description		Qty	Unit	Rate (Kshs)	Amount (KShs)
Total for Sanitary Fittings b/d from previous page					
A	d. Horizontal Grab Rail 1 No. 610mm horizontal grab rails in stainless steel with satin finish as ' Mediclinics, BR0600CS ' or equal and approved				
	e. Vertical Grab Rail 2 No. 455mm vertical grab rails in stainless steel with satin finish as ' Mediclinics, BR0400CS ' or Equal and approved Allow for a sum of Kenya shillings four hundred shillings for project management expenses including supervision, approvals of samples and all works by the Engineer as is needed outside the scheduled site inspections and meetings	1	Item		
	Robe hook Single chrome robe hooks complete with fixing plates, wall flanges and screws as Jaguar, Kubix Prime or approved equivalent.	-	-		
B		7	No.		
C	Toilet roll holder Wall mounted Stainless toilet roll holder with cover 125mm x 83 mm in approved colour as Orient toilet accessories #009940 or equal and approved.	7	No.		
Total for Sanitary Fittings c/f to the next page					

	Description	Qty	Unit	Rate (Kshs)	Amount (KShs)
	Total for Sanitary Fittings b/d from previous page				
A	Water Pumpset Supply and install a water pumpset comprising the following components: <ul style="list-style-type: none"> - Two identical centrifugal pumps, one duty, the other standby mounted on a common base frame together with the other components. Each pump shall have a duty of 4m³/hr against a 24m head as 'Grundfos CM 3 - 4A or approved equivalent. - 60 L diaphragm tank (pressure vessel) as Varem or approved equivalent). - Pressure switch and pressure gauge - GMS Pipe work connections including tank connections, 40mm foot valve with strainer, suction & discharge manifold, isolating valves, non-return valves Control shall be effected via a pressure switch through a pre-wired control panel which shall give automatic change-over from duty to standby pump within 5 seconds should the duty pump fail to deliver for any reason. <ul style="list-style-type: none"> - Control panel mounted on the same base frame as pumpset and pressure vessel with contactors, over voltage and under voltage protection relays, MCBs, phase failure protection, timer, All these shall be housed in a lockable cabinet (with integral isolator) made from SWG 18 mild steel sheet in oven baked 'fire-red' powder coated colour. It should include a change-over switch to enable the pumps to work alternately. 	1	set		
B	Electrical Works Allow for electrical works wiring and fitting to all pumps, control panel and float switches, from isolator provided by others with 3 metres distance.	1	Item		
C	Pump cage Install and fabricate pump cage with a plinth of dimension of 3m * 3m steel cage with a door	1	Item		
D	Testing and commissioning Allow for testing and commissioning of the Pumpsets installations.	1	Item		
E	Wash hand basin Countertop wash hand basin size 600x430mm with one tap hole 32mm diameter chrome plated waste pedestal, push tap with delay operated pillar tap and heavy-duty plastic bottle tap 32 traps with 75mm seal. To be as Duravit D-Code countertops wash hand basin or equal and approved	11	No.		
	Total for Sanitary Fittings c/f to the next page				

Item	Description	Qty	Unit	Rate (Kshs)	Amount (KShs)
	Total for Sanitary Fittings b/d from previous page				
A	Flexible Tubing + Angle Valve 15mm diameter x 450mm long flexible connectors complete with integral chrome plated angle valve. To be as 'Cobra' or equal and approved.	5	No.		
B	Urinal Bowls Ceramic urinal bowl complete with 40mm heavy duty plastic bottle trap and 40mm diameter chrome plated screws. The fittings shall be as Roca or equal and approved	3	No.		
C	Urinal Bowl Divisions Ceramic urinal bowl divisions separating the above described urinal bowls fixed firmly on the wall the fittings shall be as Roca or equal and approved	3	No.		
D	Urinal Bowl Flush Valves 32mm urinal bowl flush valve for the above urinal bowls complete with back entry with integral vacuum breaker, non-hold-open features and non-return valve, bent chrome plated flush pipe and rubber pipe connector, the flush valve to be push button type, the fittings shall be as Docol	3	No.		
E	Soap Dispenser Wall mounted soap dispenser with a capacity of about one litre having a press action soap release mechanism complete with fixing screws. Allow for initial soap supply. As starmix or approved equivalent	7	No.		
F	Arabic shower Arabic shower set with an angle valve to be fixed next to the water closet complet with chrome plated wall manting brackets. To be as shataffa model CSHTFITZZ09 OR equal and approved equivalent.	7	No.		
	Total for Sanitary Fittings Ground Floor Carried to Summary Page H27				

Item	Description	Qty	Unit	Rate (Kshs)	Amount (Kshs)
BILL NO. 3. INTERNAL PLUMBING GROUND FLOOR					
<i>Supply and Install the following Plumbing installation as described and shown on the drawing. All pipework and fittings in this installation to be to PP-R. Tenderers must allow for jointings, couplings, plugging, clampings, reducers, mortices, hangers, clippings etc necessary for the proper functioning of the installation when pricing.</i>					
PPR Pipework					
A	25mm diameter pipework	22	Lm		
B	32mm diameter pipework	28	Lm		
C	40mm diameter pipework	12	Lm		
D	50mm diameter pipework	8	Lm		
E	65mm diameter pipework	5	Lm		
Bends					
F	25mm diameter bend	8	No.		
G	32mm diameter bend	8	No.		
H	40mm diameter bend	6	No.		
I	50mm diameter bend	2	No.		
J	65mm diameter bend	4	No.		
Valves					
K	40mm gate valves	1	No.		
L	32 mm gate valves	3	No.		
M	25 mm gate valves	1	No.		
Reducers					
N	65x40mm diameter reducer	2	No.		
O	40x32mm diameter reducer	2	No.		
P	32x25mm diameter reducer	4	No.		
Tees					
Q	65mm equal tee	2	No.		
R	40mm equal tee	4	No.		
S	32 mm equal tee	8	No.		
T	25mm equal tee	10	No.		
Unions					
U	25mm diameter pipe unions	12	No.		
V	32mm diameter pipe unions	12	No.		
W	40mm diameter pipe unions	4	No.		
X	50mm diameter pipe unions	4	No.		
Y	65mm diameter pipe unions	2	No.		
Adaptor / Brass Threaded					
Z	25X32mm brass threaded male adapter	12	No.		
Adaptor / Brass Female Threaded					
AA	25mm brass threaded adapter	14	No.		
BB	32mm brass threaded adapter	8	No.		
Total for Internal Plumbing Ground Floor Carried to Summary Page H27					

Item	Description	Qty	Unit	Rate (Kshs)	Amount (Kshs)
	BILL No. 4. FOUL WATER DRAINAGE GROUND FLOOR				
	Supply and fix uPVC soil system to BS 4660 and BS 4515 and MuPVC waste systems to BS 5255 with screwed and socketed joints to BS 21. Solvent welded joints shall be as per the system's manufacturer's written instructions. Tenderers must allow in their pipework prices for all the couplings, clippings, connectors, joints etc. for the proper and satisfactory functioning of the system.				
	MuPVC and uPVC Waste and Soil pipework 100mm diameter heavy gauge grey mUPVC pipe 50mm ditto				
A	40mm ditto	66	Lm		
B	32mm ditto	30	Lm		
C	Traps	40	Lm		
D	150 x 50mm diameter floor trap and grating	12	Lm		
	Bends				
E	150mm diameter long radius bend	4	No.		
	150mm diameter sweep bend 100mm				
F	ditto	16	No.		
G	50mm ditto	10	No.		
H	40mm ditto				
I	Tees	12	No.		
J	100mm diameter sweep tee 50mm	10	No.		
K	diameter sweep tee 40mm ditto				
L	Access Caps	12	No.		
M	100mm diameter	6	No.		
	50mm ditto 40mm	14	No.		
N	ditto				
O	WC Connectors	9	No.		
P	100mm diameter WC connector	4	No.		
		16	No.		
Q	Allow for a standard 300 x 300 x 450mm masonry gully trap complete with concrete cover.	8	No.		
R	Allow for a standard 600 x 450 x 450mm masonry manhole trap complete with cover.	8	No.		
S	Weathering Slates and Vent Cows 100mm diameter weathering slate and apron. 100mm diameter vent cowl	10	No.		
T		4	No.		
U		4	No.		
	Total for Sanitary Fittings c/f to the next page				

Item	Description	Qty	Unit	Rate (Kshs)	Amount (KShs)
	Total for Sanitary Fittings b/d from previous page				
A	Excavations Excavate trench in hard soil/murram 400mm wide and depth not exceeding 750mm deep and average 500mm deep, prepare bed with red soil/murram of particle size not more than 20 mm to a depth of 250mm. Bed shall be approved by Engineer before laying of pipes. Fill with same material as above and compact in layers of 75 mm. Cart away surplus soil.	56	LM		
B	Pipe Sleeves 100mm diameter heavy duty PVC Class 41 pipe sleeves for crossing over pathways and driveways. The sleeves will be encased in 150mm concrete surround.	10	Lm		
C	Sterilization Allow for flushing out and sterilizing the whole system with chlorine to the satisfaction of the engineer	1	Item		
D	Testing and commissioning Allow for testing and commissioning of the internal plumbing installations	1	Item		
	Total for Foul Water Drainage Ground Floor Carried to Summary Page H27				

Item	Description	Qty	Unit	Rate (Kshs)	Amount (Kshs)
	BILL NO. 5. PORTABLE FIRE EXTINGUISHERS GROUND FLOOR				
	<i>Supply, deliver, install, test and commission the following portable fire extinguishers and conforming to BS EN 3 / BS 1449.</i>				
	Water/Carbon Dioxide Gas Fire Extinguisher				
A	9 litres water/carbon dioxide gas portable fire extinguisher completes with pressure gauge, initial charge and mounting brackets.	6	No.		
	Carbon Dioxide Gas Fire Extinguisher				
B	5kg carbon dioxide gas portable fire extinguisher completes with pressure gauge, initial charge and mounting brackets.	6	No.		
	Dry Chemical Powder Fire Extinguisher				
C	9kg dry chemical powder portable fire extinguisher complete with pressure gauge, initial charge and mounting brackets.	6	No.		
	Manual Alarm Bell				
D	9" (225mm) manual operated alarm bell (Gong)	6	No.		
	Fire Notices				
E	Allow for fire signage for the hose reel system, fire exits and fire instructions as described in the particular specifications and to the Project Engineer's approval.	2	No.		
	Painting				
F	Allow for painting of the hose reel installation with 2 coats of super gloss paint on a primer coat to the approval of the Project Engineer.	1	Item		
	Total for Portable Fire Extinguisher c/f to the next page				

Item	Description	Qty	Unit	Rate (Kshs)	Amount (KShs)
A 					

Item	Description	Qty	Unit	Rate (Kshs)	Amount (Kshs)
	BILL NO. 7. SANITARY FITTINGS FOR FIRST FLOOR				
	<i>Supply, deliver, install and fix the following sanitary fittings including all materials and jointing to supply, waste/soil and overflow pipes. Twyford's Ltd products are specified only as an indication of quality. Equal and approved appliances may be supplied. Where trade names are mentioned, the Ref. No. is intended only as a guide to the type and quality of fittings</i>				
A	Water Closet Close-coupled WC suite ('S' or 'P'-Trap) in approved colour complete with horizontal outlet to BS 3402 with 7.5 litre valveless low level ceramic cistern and fittings including siphon, 15mm diameter side overflow, plastic flush bend, heavy plastic seat and cover with metal top fixed (chrome plated) hinges. all to be as Duravit D-Code (Horizontal outlet) CAT NO. 211109000 Water Closet or equal and approved.	2	No.		
B	Sweep Fans Commercial Sweep fans with triple blades with a sweep diameter of 900mm, min speed of 350rpm capacity 8761m ³ /hr, 2 speed, Power Rating 50Watts, overall drop height of 375/750mm. To be complete with control remote switch capable of reversible operation. It shall be as Xpelair model whisperer NWAN36 or an equal and approved equivalent	9	No.		
C	Hand Driers Automatic hand drier in white colour, operating on an infra- red automatic sensing system with heating element safety cut- out complete with a 30 seconds safety timer, plastic rawl plugs and fixing screws. The hand drier to have a heating capacity of 2.1kw and performance flow rate of 135cfm (3.82m ³ /min) and to be of size 270x264x143mm deep It shall have a noise level below 72.5 dBA at 1.5m. It shall be as Medclinic or approved equivalent.	4	No.		
D	Mirror Mirror of size 600 x 600x 6mm thick, plugged and screwed to wall with 6No. chrome plated dome capped screws. The mirror shall rest against a layer of 5mm thick foam.	11	No.		
	Total for Sanitary Fittings c/f to the next page				

Item	Description	Qty	Unit	Rate (Kshs)	Amount (KShs)
A	Total for Sanitary Fittings b/d from previous page				
	Disabled Persons WC (Ambulant) facility Disabled Facility comprising of: a. Low Level Cistern, Water Closet Suite Back to wall floor mounted water closet suite comprising: - a floor mounted white ceramic WC pan 380mm x 450mm with horizontal outlet and chrome fasteners as ' Duravit Option ' or equal approved - Low level ceramic cistern with with long lever action flushing mechanism. - sturdy white seat and seat cover with stainless steel hinges as ' Duravit Option '. - fixings, caps and drain outlets. b. Wash Hand Basin set White wall mounted ceramic wash hand basin with single taphole. Preferred dimension: 450 x 400mm x 145mm as ' Orient or Duravit Option ' The basin set to come complete with a long lever chrome disabled basin faucet Other accessories to include; white plastic slotted waste, basin siphon, overflow, clip, fixings 32mm bottle trap with 75mm water seal, pipes, gaskets and wall flange. c. Hinged Support Items 2 No. hinged support rail with toilet roll holder made of satin finish stainless steel with stainless steel fasteners for securing to solid wall. As ' Mediclinics, BG0800CS ' Or equal and approved. d. Horizontal Grab Rail 1 No. 610mm horizontal grab rails in stainless steel with satin finish as ' Mediclinics, BR0600CS ' or equal and approved e. Vertical Grab Rail 2 No. 455mm vertical grab rails in stainless steel with satin finish as ' Mediclinics, BR0400CS ' or Equal and approved Robe hook Single chrome robe hooks complete with fixing plates, wall flanges and screws as Jaguar, Kubix Prime or approved equivalent.	6	Item		
B		9	No.		
	Total for Sanitary Fittings c/f to the next page				

Item	Description	Qty	Unit	Rate (Kshs)	Amount (KShs)
	Total for Sanitary Fittings b/d from previous page				
A	Arabic shower Arabic shower set with an angle valve to be fixed next to the water closet complet with chrome plated wall manting brackets. To be as shataffa model CSHTFITZZ09 OR equal and approved equivalent.	7	No.		
B	Toilet roll holder Wall mounted Stainless toilet roll holder with cover 125mm x 83 mm in approved colour as Orient toilet accessories #009940 or equal and approved.	9	No.		
C	Toilet Brush Holder Wall mounted stainless steel Toilet Brush holder. Holder to be as 'Duravit, D-Code #0099281000'.				
D	Wash hand basin Countertop wash hand basin size 600×430mm with one tap hole 32mm diameter chrome plated waste pedestal, push tap with delay operated pillar tap and heavy-duty plastic bottle tap 32 trap with 75mm seal. To be as Duravit D-Code countertops washhand basin or equal and approved	7	No.		
	Flexible Tubing + Angle Valve 15mm diameter x 450mm long flexible connectors complete with integral chrome plated angle valve. To be as 'Cobra' or equal and approved.	11	No.		
E	Urinal Bowls Ceramic urial bowl complete with 40mm heavy dusty plastic bottle trap and 40mm diameter chrome plated screws. The fittings shall be as Roca or equal and approved	9	No.		
F		3	No.		
	Total for Sanitary Fittings c/f to the next page				

Item	Description	Qty	Unit	Rate (Kshs)	Amount (KShs)
	Total for Sanitary Fittings b/d from previous page				
A	Urinal Bowl Divisions Ceramic urinal bowl divisions separating the above described urinal bowls fixed firmly on the wall the fittings shall be as Roca or equal and approved	3	No.		
B	Urinal Bowl Flush Valves 32mm urinal bowl flush valve for the above urinal bowls complete with back entry with intergral vacuum breaker, non-hold-open features and non-return valve, bent chrome plated flush pipe and rubber pipe connector, the flush valve to be push button type, the fittings shall be as Docol	3	No.		
C	Soap Dispenser Wall mounted soap dispenser with a capacity of about one litre having a press action soap release mechanism complete with fixing screws. Allow for initial soap supply. As starmix or approved equivalent	7	No.		
D	Testing and commissioning Allow for testing and commissioning of the internal plumbing installations	1	Item		
	Total for Sanitary Fittings for First Floor Carried to Summary Page H27				

Item	Description	Qty	Unit	Rate (Kshs)	Amount (Kshs)
Bill No. 8. INTERNAL PLUMBING FIRST FLOOR					
	<i>Supply and Install the following Plumbing installation as described and shown on the drawing. All pipework and fittings in this installation to be to PP-R. Tenderers must allow for jointings, couplings, plugging, clampings, reducers, mortices, hangers, clippings etc necessary for the proper functioning of the installation when pricing.</i>				
	PPR Pipework				
A	25mm diameter pipework	32	Lm		
B	32mm diameter pipework	22	Lm		
C	40mm diameter pipework	12	Lm		
D	50mm diameter pipework	14	Lm		
E	63mm diameter pipework	4	Lm		
	Bends				
F	25mm diameter bend	8	No.		
G	32mm diameter bend	4	No.		
H	40mm diameter bend	3	No.		
I	50mm diameter bend	3	No.		
J	63mm diameter bend	2	No.		
	Valves				
K	40mm gate valves	1	No.		
L	32 mm gate valves	3	No.		
M	25 mm gate valves	2	No.		
	Reducers				
N	63x50mm diameter reducer	2	No.		
O	40x32mm diameter reducer	4	No.		
P	32x25mm diameter reducer	4	No.		
	Tees				
Q	63mm equal tee	2	No.		
R	50mm equal tee	2	No.		
S	40mm equal tee	8	No.		
T	32 mm equal tee	8	No.		
U	25mm equal tee	8	No.		
	Unions				
V	25mm diameter pipe unions	10	No.		
W	32mm diameter pipe unions	8	No.		
X	40mm diameter pipe unions	8	No.		
Y	50mm diameter pipe unions	4	No.		
Z	63mm diameter pipe unions	4	No.		
	Adaptor / Brass Threaded				
	25X32mm brass threaded male adapter	10	No.		
	Adaptor / Brass Female Threaded				
	25mm brass threaded adapter	12	No.		
	32mm brass threaded adapter	12	No.		
Total for Internal Plumbing First Floor Carried to Summary Page H27					

Item	Description	Qty	Unit	Rate (Kshs)	Amount (Kshs)
	BILL No. 9. FOUL WATER DRAINAGE FIRST FLOOR				
	<i>Supply and fix uPVC soil system to BS 4660 and BS 4515 and MuPVC waste systems to BS 5255 with screwed and socketed joints to BS 21. Solvent welded joints shall be as per the system's manufacturer's written instructions. Tenderers must allow in their pipework prices for all the couplings, clippings, connectors, joints etc. for the proper and satisfactory functioning of the system.</i>				
	MuPVC and uPVC Waste and Soil pipework				
A	100mm diameter heavy gauge grey mUPVC pipe	32	Lm		
B	50mm ditto	22	Lm		
C	40mm ditto	30	Lm		
D	32mm ditto	48	Lm		
	Traps				
E	100 x 50mm diameter floor trap and grating	4	No.		
	Bends				
F	100mm diameter long radius bend	8	No.		
G	100mm diameter sweep bend	8	No.		
H	100mm ditto	6	No.		
I	50mm ditto	5	No.		
J	40mm ditto	4	No.		
	Tees				
K	100mm diameter sweep tee	12	No.		
L	50mm diameter sweep tee	8	No.		
M	40mm ditto	8	No.		
	Access Caps				
N	100mm diameter	8	No.		
O	50mm ditto	6	No.		
P	40mm ditto	8	No.		
	WC Connectors				
Q	100mm diameter WC connector	8	No.		
	Total for Internal Foul Water Drainage First Floor Carried to Summary Page H27				

BILL NO. 10. PORTABLE FIRE EXTINGUISHERS FIRST FLOOR					
Item	Description	Qty	Unit	Rate (Kshs)	Amount (Kshs)
	<i>Supply, deliver, install, test and commission the following portable fire extinguishers and conforming to BS EN 3 / BS 1449.</i>				
A	Water/Carbon Dioxide Gas Fire Extinguisher 9 litres water/carbon dioxide gas portable fire extinguisher completes with pressure gauge, initial charge and mounting brackets.	6	No.		
B	Carbon Dioxide Gas Fire Extinguisher 5kg carbon dioxide gas portable fire extinguisher completes with pressure gauge, initial charge and mounting brackets.	6	No.		
C	Dry Chemical Powder Fire Extinguisher 9kg dry chemical powder portable fire extinguisher complete with pressure gauge, initial charge and mounting brackets.	6	No.		
D	Manual Alarm Bell 9" (225mm) manual operated alarm bell (Gong)	6	No.		
E	Fire Notices Allow for fire signage for the hose reel system, fire exits and fire instructions as described in the particular specifications and to the Project Engineer's approval.	2	No.		
F	Painting Allow for painting of the hose reel installation with 2 coats of super gloss paint on a primer coat to the approval of the Project Engineer.	1	Item		
Total for Portable Fire Extinguisher c/f to the next page					

Item	Description	Qty	Unit	Rate (Kshs)	Amount (KShs)
A 					

BILL NO. 12. WATER STORAGE					
Item	Description	Qty	Unit	Rate (Kshs)	Amount (Kshs)
A	Ground Water Tank Supply and inatall water storage tank of capacity (24,000 litres) made from plastic and of dimension 2700 mm dia and 3800 mm height as Roto or approved equivalent. The tank shall be complete with inlet, outlet, overflow and drain connection. It should have a 25mm diameter medium pressure ball valve with silencer pipe, bronze lever and copper float all as "Glenfield" or approved equivalent. The tank shall be mounted on a flat slab.	1	No		
B	Pipe Sleeves 50mm diameter heavy duty PVC pipe sleeves for crossing over columns and beams.	15	Lm		
C	Roof Water Tank Supply and inatall water storage tank of capacity (3,000 litres) made from plastic and of dimension 1600 mm dia and 1630 mm height as Roto or approved equivalent. The tank shall be complete with inlet, outlet, overflow and drain connection. It should have a 25mm diameter medium pressure ball valve with silencer pipe, bronze lever and copper float all as "Glenfield" or approved equivalent. The tank shall be firmly supported	4	No		
D	Hosereel pumpset , one duty, the other standby mounted on a frame with a mild steel base plate. Each pump shall have a duty 1.2 l/s. against 26m head as Grundfos model CH 8 - 30 or approved equivalent. In addition, there shall be a 60 litres diaphragm pressure vessel (as Varem or approved equivalent), pressure switches, a switch to protect dry run, 65mm foot valve and strainer, tank connections, gate valves and non-return valves. Control shall be affected via a pressure switch through a pre-wired control panel which shall give automatic change-over from duty to standby pump within 5 seconds should the duty pump fail to deliver for any reason. The pumpset shall include all non-returns valves, timer, isolating valves and pipe connections.	1	SET		
	Total for Roof Top and Water Storage c/f to the next page				

Item	Description	Qty	Unit	Rate (Kshs)	Amount (KShs)
	Total for Roof Top and Water Storage b/d from previous page				
A	Control panel for the above pumps with contactors, over voltage and under voltage protection relays, MCBs, start/stop push buttons and indicators lights. All this shall be housed in a lockable cabinet (with integral isolator) made from SWG 18 mild steel sheet that is oven powder coated. The controls shall also include a float switch or flow switch for prevention against dry running complete with its cable.	1	No.		
B	Valves Approved medium pressure screw down full way non-rising stem wedge gate valve to BS 5154 PN 20 for series B rating, with wheel and head joints to steel tubing and complete with round male threaded transition fittings. The gate valve to be as PEGLER or approved equivalent.				
C	32mm ditto	2	No.		
D	50mm ditto	2	No.		
E	63mm ditto	1	No.		
F	Pump cage for hose reel pump Install and fabricate pump cage with a plinth of dimension of 3m * 3m steel cage with a door	1	item		
G	Weathering Slates and Vent Cowls 100mm diameter weathering slate and apron.	5	No.		
H	100mm diameter vent cowl	5	No.		
	Total for Roof Top and Water Storage Carried to Summary Page H27				

BILL NO. 13. BOARDROOM ROOM GROUND AND FIRST FLOOR					
Item	Description	Qty	Unit	Rate (Kshs)	Amount (Kshs)
A	<p>Supply and install Single split air conditioning 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.</p> <p>The unit to comprise the following:</p> <ul style="list-style-type: none"> - Ceiling Cassette indoor unit c/w mounting brackets - External wall mounted outdoor unit c/w mounting brackets - Refrigerant copper pipework upto 20m long (3/8" liquid & 5/8" gas) c/w with amaflex insulation, flared connections as per the the manufacturer's 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 pipe, . <p>The air conditioning unit shall be as "LG, Inveter, "ABNQ24GM1A2, AUUQ24GH2" or equal and approved.</p>	2	No.		
B	350 galvanised steel grille box to connect the ceiling supply diffuser to the supply flexible duct via a spigot. Grille box to be as ' Xpelair, GB300 ' or approved equivalent.	2	No.		
C	200mm diameter double skinned aluminium flexible duct with high density fibreglass insulation. Duct to have close pitch steel wire helix shape reinforcement.	8	Lm		
D	Supply and install dim.19.5mm of copper pipes for gas lines.	8	M		
E	Supply and install dim.12.70mm copper pipe for liquid line.	8	M		
Total for Boardroom c/f to the next page					

Item	Description	Qty	Unit	Rate (Kshs)	Amount (KShs)
	Total for Boardroom b/d from previous page				
A	Drain pipe; 15mm PVC condensate drainage pipework including bends, clips, joints and tees in the running lengths of the pipe. Drainage pipe work to come complete with 15mm amaflex insulation	8	Lm		
B	AVS power surge protectors	2	No.		
C	Wired wall mounted remote control complete with mounting brackets	2	No.		
D	2.5mm flex cable (3 core)	8	LM		
E	Allow for wiring and conduit works including but not limited to interconnecting cable between the outdoor units, indoor units, wired remote control and control system	2	Item		
F	Testing and commissioning Allow for test and commission the system.	1	Item		
	Total for Boardroom Air-Conditioner Carried to the Summary Page H27				

BILL NO.14. EXTERNAL WATER RETICULATION					
Item	Description	Qty	Unit	Rate (Kshs)	Amount (KShs)
	GMS PIPEWORK				
A	50mm diameter pipework	55	Lm.		
B	40mm diameter ditto	12	Lm.		
C	20mm diameter ditto	26	Lm.		
	Extra over Elbow/Bend				
D	50mm diameter bend/elbow	16	No.		
E	20mm diameter ditto	12	No.		
	Long Radius Bend				
F	50mm diameter bend	6	No.		
G	20mm diameter ditto	4	No.		
	Nipple				
H I	50mm diameter nipple	6	No.		
	20mm diameter ditto	8	No.		
J	Back Nut				
K	50mm diameter backnut	8	No.		
	20mm diameter ditto	2	No.		
L	Plug/Cap				
M	50mm diameter plug/end cap	12	No.		
	20mm diameter ditto	2	No.		
N	Socket				
O	50mm diameter socket	8	No.		
	20mm diameter ditto	8	No.		
P	Union				
Q	50mm diameter union	8	No.		
	20mm diameter ditto	6	No.		
	Total for External Water Reticulation c/f to the next page				

Item	Description	Qty	Unit	Rate (Kshs)	Amount (KShs)
	Total for External Water Reticulation b/d from previous page				
	ANCILLARIES				
	brass valves Gate Valves				
A	50mm diameter gate valve	2	No.		
B	25mm diameter ditto	2	No.		
	NON- Return Valve/Check valve				
C	50mm diameter non-return valve	2	No.		
D	50mm diameter foot Valve	2	No.		
E	50mm diameter water meter as kent	1	No.		
	Ball Valve				
F	50mm diameter high pressure ball valve	2	No.		
	Drain Cock				
G	50mm diameter drain cock	2	No.		
	Excavations				
H	Excavate trench for small diameter pipe average	25	LM		
	Water Meter Chamber				
	Standard precast concrete valve chamber of size 450 x 450 x 450mm deep made of concrete (1:3:6) base, including formwork, excavations backfilling and disposal.	1	No		
J	connection of water to existing council mains.	1	Item		
K	Allow for 100mm diameter micro tunneling across road	6	LM		
	Valve chamber				
L	Construct valve chamber size 450 x 450 x 500	2	No.		
	Pipe Sleeves				
M	100mm diameter heavy duty PVC Class 41 pipe sleeves for crossing over pathways and driveways. The sleeves will be encased in 150mm concrete surround.	55	Lm		
	Total for External Water Reticulation Carried to the Summary Page H27				

BILL NO. 15 RAIN WATER DRAINAGE

Item	Description	Qty	Unit	Rate (Kshs)	Amount (Kshs)
	<i>Supply, deliver, install, test and commission the following Mupvc down pipes</i>				
A	100mm diameter heavy gauge grey mUPVC down pipes	70	Lm.		
	Bends				
B	100mm diameter 90-degree bend 100mm	5	No.		
C	diameter 45-degree bend 100mm	10	No.		
D	diameter tee connector 100mm	8	No.		
E	diameter connector	12	No.		
F	100mm diameter stainless steel clip with stainless steel wall screws	52	No.		
	Floor Traps				
G	100 x 100mm diameter floor trap and grating	16	No.		
	Rainwater Gulley				
H	600x450x600mm deep inspection gulley complete with 14 s.w.g cover with handle & frame.	3	No		
	Soil Trap Chamber with three chambers size 1800x900x900mm deep with 100mm concrete (1: 3: 6) base 100mm block sides rendered all round in cement and sand (1:4) and with approved hinged and flanged cast iron cover and frame including all necessary excavation, disposal and formwork. It shall have a basket for removing the leaflets and other debris from the water.	2	No		
	Allow for excavation for drainage pipework Downpipe				
J	outlet Guard	1	Item		
K	Fulbora Outlet	12	No		
	150mm diameter cast iron outlet cast in reinforced concrete gutter.				
L		18	No.		
	Testing and Commisioning				
M	Allow for all costs for level testing for drainage piping and issuance of level testing certificates	1	No.		
Total for Rain Water Drainage Carried to Summary Page H27					

BILL NO. 16. MECHANICAL WASHROOM EXTRACTION					
Item	Description	Qty	Unit	Rate (Ksh)	Amount (Ksh)
A	Washrooms Extraction <i>Supply, deliver and install kitchen and washroom ventilation equipment as per the schedule below</i>				
B	Duct inline axial extract fan capable of a volume flow rate of 0.25m ³ /sec against a pressure drop of 200N/m. Fan shall be centrifugal flow fan with flexible connections and anti-vibration mountings	4	No.		
C	Preinsulated Ducting	20	SQM		
D	Double deflection grilles	4	No.		
E	200X200mm External Louvre grills	4	No.		
F	Allow for electrical works	4	Item		
Total for Mechanical Washroom Extraction Carried to Summary Page H27					

SUMMARY PAGE		
Item	Description	Amount (Kshs)
1	Total for Sanitary Fittings Ground Floor	
2	Total for Internal Plumbing Ground Floor	
3	Total for Foul Water Drainage Ground Floor	
4	Total for Fire Fighting and Portable Fire Extinguisher for Ground floor	
5	Total for Sanitary Fittings for First floor	
6	Total for Internal Plumbing First floor	
7	Total for Internal Foul Water Drainage for First Floor	
8	Total for Fire Fighting and Portable Fire Extinguisher for First Floor	
9	Total for Water Storage	
10	Total for Boardroom Air-Conditioner	
11	Total for External Water Reticulation	
12	Total Mechanical Washroom Extraction	
13	Contingency Sum	300,000
	Total Estimated amount for Mechanical Works	

SECTION F - SCHEDULE OF UNIT 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

SCHEDULE OF UNIT RATES			
Item	Description	Unit	Amount (Kshs)
1	25mm ppr pipe	No	
2	32mm ppr pipe	No	
3	40mm ppr pipe	No	
4	50mm ppr pipe	No	
5	63mm ppr pipe	No	
6	Soap dispenser	No	
7	Gate Valve 25mm	No	
8	Hand drier mediclinic Urinal	No	
9	bowl	No	
10	Urinal flush valve Urinal	No	
11	division Booster pump	No	
12	Circular Plastic tank 3000L capacity Hose	No	
13	Reel 45-meter pipe	No	
14	Disabled person Water closet Water	No	
15	closet duravit	No	
16	Robe hook Wash	No	
17	hand basin	No	
18	Celling cassatte 24000btu	No	
19	High wall 24000btu air-conditioned Disable	No	
20	water closet Ambulant Manual Alarm Bell	No	
21	Water/Carbon Dioxide gas fire extinguisher 9kg	No	
22	Carbon Dioxide gas 9kg	No	
23	Dry Chemical powder Fire 9 kg Cpvc	No	
24	pipe 25mm	No	
25	Cpvc pipe 32mm Cpvc	No	
26	pipe 65mm Cpvc pipe	No	
27	40mm Washroom	No	
28	Extraction Preinsulated	No	
29	Ducting	No	
30	Double deflection grilles Celling	No	
31	mounted disc valves	No	
32	Excavation of tunnel 600mm deep per meter length	No	
33	Extract fans	No	
34	Gate valve 32mm	Lm	
35	Gate valve 40mm	No	
36	Soap dispenser manual 1litre	No	
37	Arabic shower stainless Mirror	No	
38	600*600mm	No	
39	Gate valves 65mm	No	
40		No	
41		No	

SECTION VIII - GENERAL CONDITIONS OF CONTRACT

These General Conditions of Contract (GCC), read in conjunction with the Special Conditions of Contract (SCC) and other documents listed therein, should be a complete document expressing fairly the rights and obligations of both parties.

These General Conditions of Contract have been developed on the basis of considerable international experience in the drafting and management of contracts, bearing in mind a trend in the construction industry towards simpler, more straightforward language.

The GCC can be used for both smaller admeasurement contracts and lump sum contracts.

General Conditions of Contract

A. General

1. Definitions

1.1 Bold face type is used to identify defined terms.

- a) **The 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.
- b) **The Activity Schedule** is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.
- c) **The Adjudicator** is the person appointed jointly by the Procuring Entity and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.
- d) **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.
- e) **Compensation Events** are those defined in GCC Clause 42 hereunder.
- f) **The Completion Date** is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 53.1.
- g) **The Contract** is the Contract between the Procuring Entity and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below.
- h) **The Contractor** is the party whose Bid to carry out the Works has been accepted by the Procuring Entity.
- i) **The Contractor's Bid** is the completed bidding document submitted by the Contractor to the Procuring Entity.
- j) **The Contract Price** is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
- k) **Days** are calendar days; months are calendar months.
- l) **Day works** are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
- m) **A Defect** is any part of the Works not completed in accordance with the Contract.
- n) **The Defects Liability Certificate** is the certificate issued by Project Manager upon correction of defects by the Contractor.
- o) **The Defects Liability Period** is the period **named in the SCC** pursuant to Sub-Clause 34.1 and calculated from the Completion Date.
- p) **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, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
- q) **The Procuring Entity** is the party who employs the Contractor to carry out the Works, **as specified in the SCC**, who is also the Procuring Entity.
- r) **Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

- s) **“In writing” or “written”** means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
- t) The Initial Contract Price is the Contract Price listed in the Procuring Entity's Letter of Acceptance.
- u) **The Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is **specified in the SCC**. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
- v) **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- w) **Plant** is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- x) **The Project Manager** is the person **named in the SCC** (or any other competent person appointed by the Procuring Entity and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.
- y) **SCC** means Special Conditions of Contract.
- z) **The Site** is the area of the works as **defined as such in the SCC**.
- aa) **Site Investigation Reports** are those that were included in the bidding document and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- bb) **Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
- cc) **The Start Date** is **given in the SCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- dd) **A Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
- ee) **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- ff) **A Variation** is an instruction given by the Project Manager which varies the Works.
- gg) **The Works** are what the Contract requires the Contractor to construct, install, and turn over to the Procuring Entity, **as defined in the SCC**.

2. Interpretation

- 21 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.
- 22 If sectional completion is specified in the SCC, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 23 The documents forming the Contract shall be interpreted in the following order of priority:
 - a) Agreement,
 - b) Letter of Acceptance,
 - c) Contractor's Bid,
 - d) Special Conditions of Contract,
 - e) General Conditions of Contract, including Appendices,
 - f) Specifications,
 - g) Drawings,
 - h) Bill of Quantities⁶, and
 - i) any other document **listed in the SCC** as forming part of the Contract.

⁶In lump sum contracts, delete “Bill of Quantities” and replace with “Activity Schedule.”

3. Language and Law

- 3.1 The language of the Contract is English Language and the law governing the Contract are the Laws of Kenya.
- 3.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Procuring Entity's Country when
- a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country; or
 - b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

4. Project Manager's Decisions

- 4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Procuring Entity and the Contractor in the role representing the Procuring Entity.

5. Delegation

- 5.1 Otherwise **specified in the SCC**, the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.

6. Communications

- 6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.

7. Subcontracting

- 7.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Procuring Entity in writing. Subcontracting shall not alter the Contractor's obligations.

8. Other Contractors

- 8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Procuring Entity between the dates given in the Schedule of Other Contractors, as **referred to in the SCC**. The Contractor shall also provide facilities and services for them as described in the Schedule. The Procuring Entity may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.

9. Personnel and Equipment

- 9.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.
- 9.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.
- 9.3 If the Procuring Entity, Project Manager or Contractor determines, that any employee of the Contractor be determined to have engaged in Fraud and Corruption during the execution of the Works, then that employee shall be removed in accordance with Clause 9.2 above.

10. Procuring Entity's and Contractor's Risks

- 10.1 The Procuring Entity carries the risks which this Contract states are Procuring Entity's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Procuring Entity's Risks

- 11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Procuring Entity's risks:

- a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to
 - i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or
 - ii) negligence, breach of statutory duty, or interference with any legal right by the Procuring Entity or by any person employed by or contracted to him except the Contractor.
 - b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Procuring Entity or in the Procuring Entity's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.
- 112 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is a Procuring Entity's risk except loss or damage due to
- aa) a Defect which existed on the Completion Date,
 - bb) an event occurring before the Completion Date, which was not itself a Procuring Entity's risk, or
 - cc) the activities of the Contractor on the Site after the Completion Date.

12. Contractor's Risks

- 121 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Procuring Entity's risks are Contractor's risks.

13. Insurance

- 131 The Contractor shall provide, in the joint names of the Procuring Entity and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles **stated in the SCC** for the following events which are due to the Contractor's risks:
- a) loss of or damage to the Works, Plant, and Materials;
 - b) loss of or damage to Equipment;
 - c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
 - d) personal injury or death.
- 132 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
- 133 If the Contractor does not provide any of the policies and certificates required, the Procuring Entity may effect the insurance which the Contractor should have provided and recover the premiums the Procuring Entity has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
- 134 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.
- 135 Both parties shall comply with any conditions of the insurance policies.

14. Site Data

- 141 The Contractor shall be deemed to have examined any Site Data **referred to in the SCC**, supplemented by any information available to the Contractor.

15. Contractor to Construct the Works

- 151 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.

16. The Works to Be Completed by the Intended Completion Date

- 161 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.

17. Approval by the Project Manager

- 17.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.
- 17.2 The Contractor shall be responsible for design of Temporary Works.
- 17.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
- 17.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.

18. Safety

- 18.1 The Contractor shall be responsible for the safety of all activities on the Site.

19. Discoveries

- 19.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Procuring Entity. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.

20. Possession of the Site

- 20.1 The Procuring Entity shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date **stated in the SCC**, the Procuring Entity shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.

21. Access to the Site

- 21.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

22. Instructions, Inspections and Audits

- 22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.
- 22.2 The Contractor shall keep, and shall make all reasonable efforts to cause its Subcontractors and sub-consultants to keep, accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.
- 22.3 The Contractor shall permit and shall cause its subcontractors and sub-consultants to permit, the Procuring Entity and/or persons appointed by the Public Procurement Regulatory Authority to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Public Procurement Regulatory Authority. The Contractor's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 25.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Public Procurement Regulatory Authority's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Public Procurement Regulatory Authority's prevailing sanctions procedures).

23. Appointment of the Adjudicator

- 23.1 The Adjudicator shall be appointed jointly by the Procuring Entity and the Contractor, at the time of the Procuring Entity's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Procuring Entity does not agree on the appointment of the Adjudicator, the Procuring Entity will request the Appointing Authority designated in the SCC, to appoint the Adjudicator within 14 days of receipt of such request.
- 23.2 Should the Adjudicator resign or die, or should the Procuring Entity and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Procuring Entity and the Contractor. In case of disagreement between the Procuring Entity and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the SCC at the request of either party, within 14 days of receipt of such request.

24. Settlement of Claims and Disputes

24.1 Contractor's Claims

- 24.1.1 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 Contractor shall give Notice to the Project Manager, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 30 days after the Contractor became aware, or should have become aware, of the event or circumstance.
- 24.1.2 If the Contractor fails to give notice of a claim within such period of 30 days, the Time for Completion shall not 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- Clause shall apply.
- 24.1.3 The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.
- 24.1.4 The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Project Manager. Without admitting the Procuring Entity's liability, the Project Manager may, after receiving any notice under this Sub-Clause, monitor the record-keeping and/or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Project Manager to inspect all these records, and shall (if instructed) submit copies to the Project Manager.
- 24.1.5 Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Project Manager, the Contractor shall send to the Project Manager a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:
- a) this fully detailed claim shall be considered as interim;
 - b) the Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed, and such further particulars as the Project Manager may reasonably require; and
 - c) the Contractor shall send a final claim within 30 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Project Manager.
- 24.1.6 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 Project Manager and approved by the Contractor, the Project Manager shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within the above defined time period.
- 24.1.7 Within the above defined period of 42 days, the Project Manager shall proceed in accordance with Sub-Clause
- 24.1.8 [Determinations] to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Sub-Clause 8.4 [Extension of Time for Completion], and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.
- 24.1.9 Each Payment Certificate shall include such additional payment for any claim as has been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate.
- 24.1.10 If the Project Manager does not respond within the timeframe defined in this Clause, either Party may consider that the claim is rejected by the Project Manager and any of the Parties may refer to Arbitration in accordance with Sub-Clause 24.4 [Arbitration].
- 24.1.11 The requirements of this Sub-Clause are in addition to those of any other Sub-Clause which may apply to a claim. If the Contractor fails to comply with this or another Sub-Clause in relation to any claim, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure has prevented or

prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this Sub-Clause 24.3.

24.2 Amicable Settlement

24.2.1 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 24.1 above should move to commence arbitration after the fifty-sixth day from the day on which a notice of a claim was given, even if no attempt at an amicable settlement has been made.

24.3 Matters that may be referred to arbitration

24.3.1 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) The appointment of a replacement Project Manager upon the said person ceasing to act.
- b) Whether or not the issue of an instruction by the Project Manager is empowered by these Conditions.
- c) Whether or not a certificate has been improperly withheld or is not in accordance with these Conditions.
- e) Any dispute arising in respect of war risks or war damage.
- f) 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.

24.4 Arbitration

24.4.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 24.3 shall be finally settled by arbitration.

24.4.2 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.

24.4.3 Notwithstanding 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.

24.4.4 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 award any sums which ought to have been the subject of or included in any certificate.

24.4.5 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 shall be submitted to him in the same manner as if no such certificate, opinion, decision requirement or notice had been given.

24.4.6 The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Project Manager, relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Project Manager from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.

24.4.7 Neither Party shall be limited in the proceedings before the arbitrators to the evidence, or to the reasons for dissatisfaction given in its Notice of Dissatisfaction.

24.4.8 Arbitration may be commenced prior to or after completion of the Works. The obligations of the Parties, and the Project Manager shall not be altered by reason of any arbitration being conducted during the progress of the Works.

24.4.9 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

24.5 Arbitration with National Contractors

24.5.1 If the Contract is with national contractors, arbitration proceedings will be conducted in accordance with the Arbitration Laws of Kenya. In case of any claim or dispute, such claim or dispute shall be notified in writing by either party to the other with a request to submit it to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be

appointed, on the request of the applying party, by the Chairman or Vice Chairman of any of the following professional institutions;

- i) Architectural Association of Kenya
- ii) Institute of Quantity Surveyors of Kenya
- iii) Association of Consulting Engineers of Kenya
- iv) Chartered Institute of Arbitrators (Kenya Branch)
- v) Institution of Engineers of Kenya

24.5.2 The institution written to first by the aggrieved party shall take precedence over all other institutions.

246 Alternative Arbitration Proceedings

24.6.1 Alternatively, the Parties may refer the matter to the Nairobi Centre for International Arbitration (NCIA) which offers a neutral venue for the conduct of national and international arbitration with commitment to providing institutional support to the arbitral process.

247 Failure to Comply with Arbitrator's Decision

24.7.1 The award of such Arbitrator shall be final and binding upon the parties.

24.7.2 In the event that a Party fails to comply with a final and binding Arbitrator's decision, then the other Party may, without prejudice to any other rights it may have, refer the matter to a competent court of law.

248 Contract operations to continue

24.8.1 Notwithstanding any reference to arbitration herein,

- a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- b) the Procuring Entity shall pay the Contractor any monies due the Contractor.

25. Fraud and Corruption

25.1 The Government requires compliance with the country's Anti-Corruption laws and its prevailing sanctions policies and procedures as set forth in the Constitution of Kenya and its Statutes.

25.2 The Procuring Entity requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

B. Time Control

26. Program

26.1 Within the time stated in the SCC, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.

26.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.

26.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period stated in the SCC. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount stated in the SCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.

26.4 The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.

27. Extension of the Intended Completion Date

27.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.

27.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

28. Acceleration

28.1 When the Procuring Entity wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Procuring Entity accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Procuring Entity and the Contractor.

28.2 If the Contractor's priced proposals for an acceleration are accepted by the Procuring Entity, they are incorporated in the Contract Price and treated as a Variation.

29. Delays Ordered by the Project Manager

29.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.

30. Management Meetings

30.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

30.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Procuring Entity. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

31. Early Warning

31.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

31.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

C. Quality Control

32. Identifying Defects

32.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.

33. Tests

33.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.

34. Correction of Defects

34.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the SCC. The Defects Liability Period shall be extended

for as long as Defects remain to be corrected.

342 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.

35. Uncorrected Defects

35.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

D. Cost Control

36. Contract Price⁷

36.1 The Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.

37. Changes in the Contract Price⁸

37.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change. The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Procuring Entity.

37.2 If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.

38. Variations

38.1 All Variations shall be included in updated Programs⁹ produced by the Contractor.

38.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.

38.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.

38.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

38.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning

38.6 If the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in Sub-Clause 39.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work

38.7 Value Engineering: The Contractor may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

⁷ In lump sum contracts, replace GCC Sub-Clauses 36.1 as follows:

36.1 The Contractor shall provide updated Activity Schedules within 14 days of being instructed to by the Project Manager. The Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid. If payment for materials on site shall be made separately, the Contractor shall show delivery of Materials to the Site separately on the Activity Schedule.

⁸ In lump sum contracts, replace entire GCC Clause 37 with new GCC Sub-Clause 37.1, as follows:

The Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.

⁹ In lump sum contracts, add "and Activity Schedules" after "Programs." ¹⁰ In lump sum contracts, delete this paragraph.

- a) the proposed change(s), and a description of the difference to the existing contract requirements;
- b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Procuring Entity may incur in implementing the value engineering proposal; and
- c) a description of any effect(s) of the change on performance/functionality.

388 The Procuring Entity may accept the value engineering proposal if the proposal demonstrates benefits that:

- a) accelerate the contract completion period; or
- b) reduce the Contract Price or the life cycle costs to the Procuring Entity; or
- c) improve the quality, efficiency, safety or sustainability of the Facilities; or
- d) yield any other benefits to the Procuring Entity, without compromising the functionality of the Works.

389 If the value engineering proposal is approved by the Procuring Entity and results in:

- a) a reduction of the Contract Price; the amount to be paid to the Contractor shall be the **percentage specified in the SCC** of the reduction in the Contract Price; or
- b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Contractor shall be the full increase in the Contract Price.

39. Cash Flow Forecasts

39.1 When the Program¹¹, is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

40. Payment Certificates

40.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

40.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.

40.3 The value of work executed shall be determined by the Project Manager.

40.4 The value of work executed shall comprise the value of the quantities of work in the Bill of Quantities that have been completed¹².

40.5 The value of work executed shall include the valuation of Variations and Compensation Events.

40.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

40.7 Where the contract price is different from the corrected tender price, in order to ensure the contractor is not paid less or more relative to the contract price (which would be the tender price), payment valuation certificates and variation orders on omissions and additions valued based on rates in the Bill of Quantities or schedule of rates in the Tender, will be adjusted by a plus or minus percentage. The percentage already worked out during tender evaluation is worked out as follows: $(\text{corrected tender price} - \text{tender price}) / \text{tender price} \times 100$.

41. Payments

41.1 Payments shall be adjusted for deductions for advance payments and retention. The Procuring Entity shall pay the Contractor the amounts certified by the Project Manager within 30 days of the date of each certificate. If the Procuring Entity makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.

41.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.

41.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.

41.4 Items of the Works for which no rate or price has been entered in shall not be paid for by the Procuring Entity and shall be deemed covered by other rates and prices in the Contract.

42. Compensation Events

42.1 The following shall be Compensation Events:

- a) The Procuring Entity does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 20.1.
- b) The Procuring Entity modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
- c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
- d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
- e) The Project Manager unreasonably does not approve a subcontract to be let.
- f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
- g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Procuring Entity, or additional work required for safety or other reasons.
- h) Other contractors, public authorities, utilities, or the Procuring Entity does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- i) The advance payment is delayed.
- j) The effects on the Contractor of any of the Procuring Entity's Risks.
- k) The Project Manager unreasonably delays issuing a Certificate of Completion.

42.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

42.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.

42.4 The Contractor shall not be entitled to compensation to the extent that the Procuring Entity's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.

43. Tax

43.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 30 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 44.

44. Currency of Payment

44.1 All payments under the contract shall be made in Kenya Shillings

45. Price Adjustment

45.1 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:

$$P = A + B \text{ Im/Io}$$

where: P is the adjustment factor for the portion of the Contract Price payable.

¹¹ In lump sum contracts, add "or Activity Schedule" after "Program."

¹² In lump sum contracts, replace this paragraph with the following: "The value of work executed shall comprise the value of completed activities in the Activity Schedule."

A and B are coefficients¹³ **specified in the SCC**, representing the non-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 I_{OC} is the index prevailing 30 days before Bid opening for inputs payable.

- 452 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

46. Retention

- 461 The Procuring Entity shall retain from each payment due to the Contractor the proportion stated in the **SCC** until Completion of the whole of the Works.

- 462 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC 53.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an "on demand" Bank guarantee.

47. Liquidated Damages

- 471 The Contractor shall pay liquidated damages to the Procuring Entity at the rate per day stated in the **SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Procuring Entity may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

- 472 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub-Clause 41.1.

48. Bonus

- 481 The Contractor shall be paid a Bonus calculated at the rate per calendar day **stated in the SCC** for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.

49. Advance Payment

- 491 The Procuring Entity shall make advance payment to the Contractor of the amounts stated in the **SCC** by the date stated in the **SCC**, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Procuring Entity in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.

- 492 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.

- 493 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

50. Securities

- 501 The Performance Security shall be provided to the Procuring Entity no later than the date specified in the Letter of Acceptance and shall be issued in an amount **specified in the SCC**, by a bank or surety acceptable to the Procuring Entity, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 day from the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year from the date of issue of the Completion

Certificate in the case of a Performance Bond.

51. Dayworks

- 51.1 If applicable, the Dayworks rates in the Contractor's Bid shall be used only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.
- 51.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.
- 51.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

52. Cost of Repairs

- 52.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

53. Completion

- 53.1 The Contractor shall request the Project Manager to issue a Certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the whole of the Works is completed.

54. Taking Over

- 54.1 The Procuring Entity shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.

55. Final Account

- 55.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.

56. Operating and Maintenance Manuals

- 56.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the SCC.
- 56.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the SCC pursuant to GCC Sub-Clause 56.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount **stated in the SCC** from payments due to the Contractor.

57. Termination

- 57.1 The Procuring Entity or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 57.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:
 - a) the Contractor stops work for 30 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
 - b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 30 days;
 - c) the Procuring Entity or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
 - d) a payment certified by the Project Manager is not paid by the Procuring Entity to the Contractor within 84 days of the date of the Project Manager's certificate;

- e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
- f) the Contractor does not maintain a Security, which is required;
- g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the SCC**; or
- h) if the Contractor, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix A to the GCC, in competing for or in executing the Contract, then the Procuring Entity may, after giving fourteen (14) days written notice to the Contractor, terminate the Contract and expel him from the Site.

573 Notwithstanding the above, the Procuring Entity may terminate the Contract for convenience.

574 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

575 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC Sub-Clause 56.2 above, the Project Manager shall decide whether the breach is fundamental or not.

58. Payment upon Termination

581 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as specified in the SCC. Additional Liquidated Damages shall not apply. If the total amount due to the Procuring Entity exceeds any payment due to the Contractor, the difference shall be a debt payable to the Procuring Entity.

582 If the Contract is terminated for the Procuring Entity's convenience or because of a fundamental breach of Contract by the Procuring Entity, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

59. Property

591 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Procuring Entity if the Contract is terminated because of the Contractor's default.

60. Release from Performance

601 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Procuring Entity or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

SECTION IX - SPECIAL CONDITIONS OF CONTRACT

Except where otherwise specified, all Special Conditions of Contract should be filled in by the Procuring Entity prior to issuance of the bidding document. Schedules and reports to be provided by the Procuring Entity should be annexed.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
A. General	
GCC 1.1 (q)	The Procuring Entity is Kenya Institute of Special Education
GCC 1.1 (u)	The Intended Completion Date for the whole of the Works shall be July 2024
GCC 1.1 (x)	The Project Manager is JKUAT Enterprises Ltd (JKUATES) P.O. Box 62000-00200 Nairobi
GCC 1.1 (z)	The Site is located at Kasarani, Nairobi and is defined in drawings No. <i>[insert numbers]</i>
GCC 1.1 (cc)	The Start Date shall be <i>[insert date]</i> .
GCC 1.1 (gg)	The Works consist of Subcontract for SUB CONTRACT FOR MECHANICAL SERVICES WORKS FOR THE PROPOSED KISE EMPOWERMENT CENTRE for The Proposed KISE Empowerment Centre
GCC 2.2	Sectional Completions are: N/A
GCC 5.1	The Project manager may not delegate any of his duties and responsibilities.
GCC 8.1	Schedule of other contractors: N/A
GCC 9.1	<p>Key Personnel GCC 9.1 is replaced with the following:</p> <p>9.1 Key Personnel are the Contractor's personnel named in this GCC 9.1 of the Special Conditions of Contract. The Contractor shall employ the Key Personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of Key Personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid</p>
GCC 13.1	<p>The minimum insurance amounts and deductibles shall be:</p> <ul style="list-style-type: none"> (a) for loss or damage to the Works, Plant and Materials: Kshs. 1,000,000 (b) For loss or damage to Equipment: Kshs. 500,000 (c) For loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract Kshs. 500,000 (d) for personal injury or death: <ul style="list-style-type: none"> (i) of the Contractor's employees: Kshs. 1,000,000 (ii) of other people: Kshs. 1,000,000
GCC 14.1	Site Data are: <i>[list Site Data]</i>
GCC 20.1	The Site Possession Date(s) shall be in Kasarani
GCC 23.1 & GCC 23.2	Appointing Authority for the Adjudicator: <i>[insert name of Authority]</i> .
	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: <i>[insert hourly fees and reimbursable expenses]</i> .

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
B. Time Control	
GCC 26.1	The Contractor shall submit for approval a Program for the Works within 21 days from the date of the Letter of Acceptance.
GCC 26.3	The period between Program updates is 7 days. The amount to be withheld for late submission of an updated Program is Kshs. 500,000
C. Quality Control	
GCC 34.1	The Defects Liability Period is: 365 days.
D. Cost Control	
GCC 44.1	The currency of the Procuring Entity's Country is: <i>Kenya Shillings</i>
GCC 45.1	The Contract <i>is not</i> subject to price adjustment in accordance with GCC Clause 45, and the following information regarding coefficients <i>does not</i> apply. <i>[Price adjustment is mandatory for contracts which provide for time of completion exceeding 18 months]</i> The coefficients for adjustment of prices are: (a) <i>[insert percentage]</i> percent nonadjustable element (coefficient A). (b) <i>[insert percentage]</i> percent adjustable element (coefficient B). (c) The Index I for shall be <i>[insert index]</i> .
GCC 46.1	The proportion of payments retained is: 5%
GCC 47.1	The liquidated damages for the whole of the Works are 0.1% per day. The maximum amount of liquidated damages for the whole of the Works is 10% of the final Contract Price. <i>[Usually liquidated damages are set between 0.05 percent and 0.10 percent per day, and the total amount is not to exceed between 5 percent and 10 percent of the Contract Price. If Sectional Completion and Damages per Section have been agreed, the latter should be specified here]</i>
GCC 49.1	The Advance Payments shall be: <i>[insert amount(s)]</i> and shall be paid to the Contractor no later than <i>[insert date(s)]</i> . N/A
GCC 50.1	The Performance Security amount is in Kshs (a) Performance Security – Bank Guarantee: in the amount(s) of 5% percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount. (b) Performance Security – 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.
E. Finishing the Contract	
GCC 56.1	The date by which operating and maintenance manuals are required is <i>July 2024</i> . The date by which “as built” drawings are required is <i>July 2024</i> .
GCC 56.2	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 58.1 is Kshs. 100,000.00
GCC 57.2 (g)	The maximum number of days is: 60 Days
GCC 58.1	The percentage to apply to the value of the work not completed, representing the Procuring Entity's additional cost for completing the Works, is 10%.

FORM No 1: NOTIFICATION OF INTENTION TO AWARD

This Notification of Intention to Award shall be sent to each Tenderer that submitted a Tender. 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's Authorized Representative

- i) Name: *[insert Authorized Representative's name]*
- ii) Address: *[insert Authorized Representative's Address]*
- iii) Telephone: *[insert Authorized Representative's telephone/fax numbers]*
- iv) Email Address: *[insert Authorized Representative's email address]*

[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]* (local time) This Notification is sent by (Name and designation) ____

3. Notification of Intention to Award

- i) Procuring Entity: *[insert the name of the Procuring Entity]*
- ii) Project: *[insert name of project]*
- iii) Contract title: *[insert the name of the contract]*
- iv) Country: *[insert country where ITT is issued]*
- v) ITT No: *[insert ITT reference number from Procurement Plan]*

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

Submit a Procurement-related Complaint in relation to the decision to award the contract.

a) The successful tenderer

- i) Name of successful Tender
- ii) Address of the successful Tender
- iii) Contract price of the successful Tender Kenya Shillings (in words)

b) Other Tenderers

Names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as read out. For Tenders not evaluated, give one main reason the Tender was unsuccessful.

SNo	Name of Tender	Tender Price as read out	Tender's evaluated price (Note a)	One Reason Why not Evaluated
1				
2				
3				

(Note a) State NE if not evaluated

5. How to request a debriefing

- a) DEADLINE: The deadline to request a debriefing expires at midnight on *[insert date]* (local time).
- b) You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to

request a debriefing your written request must be made within three (5) Business Days of receipt of this Notification of Intention to Award.

- c) Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:
 - i) Attention: *[insert full name of person, if applicable]*
 - ii) Title/position: *[insert title/position]*
 - ii) Agency: *[insert name of Procuring Entity]*
 - iii) Email address: *[insert email address]*
- d) If your request for a debriefing is received within the 3 Days deadline, we will provide the debriefing within five (3) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (3) Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.
- e) The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.
- 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 publication of the Contract Award Notice.

6. How to Make a Complaint

- a) Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, *[insert date]* (local time).
- b) Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:
 - i) Attention: *[insert full name of person, if applicable]*
 - ii) Title/position: *[insert title/position]*
 - iii) Agency: *[insert name of Procuring Entity]*
 - iv) Email address: *[insert email address]*
- c) At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.
- d) Further information: For more information refer to the Public Procurement and Disposals Act 2015 and its Regulations available from the Website info@ppra.go.ke or complaints@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:

Email:

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 ofdated the...day of20.....in the matter of Tender No.....of20.... 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 of20.....

SIGNED

Board Secretary

FORM NO 3: LETTER OF AWARD

[letterhead paper of the Procuring Entity] [date]

To: *[name and address of the Contractor]*

This is to notify you that your Tender dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Contract Data]* for the Accepted Contract Amount *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers, is hereby accepted by *(name of Procuring Entity)*.

You are requested to furnish the Performance Security within 30 days in accordance with the Conditions of Contract, 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: CONTRACT AGREEMENT

THIS AGREEMENT made theday of 20, between of (hereinafter "the Procuring Entity"), of the one part, and of (hereinafter "the Contractor"), of the other part:

WHEREAS the Procuring Entity desires that the Works known as should be executed by the Contractor, and has accepted a Tender by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Procuring Entity and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - a) the Letter of Acceptance
 - b) the Letter of Tender
 - c) the addenda Nos _____ (if any)
 - d) the Special Conditions of Contract
 - e) the General Conditions of Contract;
 - f) the Specifications
 - g) the Drawings; and
 - h) the completed Schedules and any other documents forming part of the contract.
3. In consideration of the payments to be made by the Procuring Entity to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Procuring Entity to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the Laws of Kenya on the day, month and year specified above.

Signed and sealed by _____ (for the Procuring Entity)

Signed and sealed by _____ (for the Contractor).

FORM NO. 5 - PERFORMANCE SECURITY

[Unconditional Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary: _____ *[insert name and Address of Procuring Entity]*

Date: _____ *[Insert date of issue]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. We have been informed that _____ (hereinafter called "the Contractor") has entered into Contract No. _____ dated _____ with (name of Procuring Entity) _____ (the Procuring Entity as the Beneficiary), for the execution of _____ (hereinafter called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.
3. At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (in words),¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, 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 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. This guarantee shall expire, no later than the Day of, 2.....², and any demand for payment under it must be received by us at the office indicated above on or before that date.
5. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

[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.*

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.*

FORM NO. 7 - ADVANCE PAYMENT SECURITY

[Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary: _____ *[Insert name and Address of Procuring Entity]*

Date: _____ *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: _____ *[Insert guarantee reference number]*

Guarantor: _____ *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. We have been informed that _____ (hereinafter called "the Contractor") has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (hereinafter called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *(in words)* is to be made against an advance payment guarantee.
3. At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ *(in words)* 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) has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
 - b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.
4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Contractor on its account number _____ 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, or on the _____ day of _____, ² whichever is earlier. Consequently, demand for payment under this guarantee must be received by us at this office on or before that date.
6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

[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 advance payment and denominated either in the currency of the advance payment as specified in the Contract.*

² *Insert the expected expiration date of the Time for Completion. The Procuring Entity should note that in the event of an extension of the time 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.*

FORM NO. 8 - RETENTION MONEY SECURITY

[Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary: _____ [Insert name and Address of Procuring Entity]

Date: _____ [Insert date of issue]

Advance payment guarantee no. [Insert guarantee reference number]

Guarantor: [Insert name and address of place of issue, unless indicated in the letterhead]

1. We have been informed that _____ [insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture] (hereinafter called "the Contractor") has entered into Contract No. _____ [insert reference number of the contract] dated _____ with the Beneficiary, for the execution of _____ [insert name of contract and brief description of Works] (hereinafter called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, the Beneficiary retains moneys up to the limit set forth in the Contract ("the Retention Money"), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, and payment of [insert the second half of the Retention Money] is to be made against a Retention Money guarantee.
3. At the request of the Contractor, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of [insert amount in figures] _____ ([insert amount in words _____])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 that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or show grounds for your demand or the sum specified therein.
4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the second half of the Retention Money as referred to above has been credited to the Contractor on its account number ____ at _____ [insert name and address of Applicant's bank].
5. This guarantee shall expire no later than the _____ Day of _____, 20____², and any demand for payment under it must be received by us at the office indicated above on or before that date.
6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

[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.

¹The Guarantor shall insert an amount representing the amount of the second half of the Retention Money.

²Insert a date that is twenty-eight days after the expiry of retention period after the actual completion date of the contract. 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.

FORM NO. 9 BENEFICIAL OWNERSHIP DISCLOSURE FORM

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. 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 Tenderer by meeting one or more of the following conditions:

- Directly or indirectly holding 25% or more of the shares.*
- Directly or in directly holding 25% or more of the voting rights.*
- Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer.*

Tender Reference No.: _____ [insert identification no] Name
of the Assignment: _____ [insert name of the assignment] to:
_____ [insert complete name of Procuring Entity]

In response to 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 hereby provide the following beneficial ownership information.

Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer (Yes / No)
<i>[include full name (last, middle, first), nationality, country of residence]</i>			

OR

ii) We declare that there is no Beneficial Owner meeting one or more of the following conditions: directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights. Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer.

OR

iii) We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Tenderer shall provide explanation on why it is unable to identify any Beneficial Owner]

Directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights.

Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer]"

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]

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]