



REPUBLIC OF KENYA

THE NATIONAL TREASURY

NAIROBI INTERNATIONAL FINANCIAL CENTRE

P.O BOX 30007 -00100

NAIROBI

EMAIL:

**TENDER SPECIFICATIONS AND BILL OF QUANTITIES
FOR PROPOSED PARTITIONING WORKS AT KASNEB TOWERS 8TH
FLOOR, WING A.**

CONTRACT NUMBER: TNT/NIFCA/OP/001/2024-2025

CLIENT

**PRINCIPAL SECRETARY
The National Treasury,
P.O. Box 30007-00100,
Nairobi.**

PROJECT MANAGER

**REGIONAL WORKS OFFICER
STATE DEPARTMENT FOR PUBLIC WORKS,
MINISTRY OF LANDS, PUBLIC WORKS, HOUSING,
& URBAN DEVELOPMENT
P.O BOX 42267 – 00100,
NAIROBI**

ELECTRICAL ENGINEER

**REGIONAL ENGINEER (ELECTRICAL)
STATE DEPARTMENT FOR PUBLIC WORKS,
MINISTRY OF LANDS, PUBLIC WORKS, HOUSING & URBAN
DEVELOPMENT
P.O BOX 42267 – 00100,
NAIROBI**

ARCHITECT

**REGIONAL ARCHITECT
STATE DEPARTMENT FOR PUBLIC WORKS,
MINISTRY OF LANDS, PUBLIC WORKS, HOUSING,
& URBAN DEVELOPMENT
P.O BOX 42267 – 00100,
NAIROBI**

STRUCTURAL ENGINEER

**REGIONAL ENGINEER (STRUCTURAL)
STATE DEPARTMENT FOR PUBLIC WORKS,
MINISTRY OF LANDS, PUBLIC WORKS, HOUSING & URBAN
DEVELOPMENT
P.O BOX 42267 – 00100,
NAIROBI**

QUANTITY SURVYOR

**REGIONAL QUANTITY SURVEYOR
STATE DEPARTMENT FOR PUBLIC WORKS,
MINISTRY OF LANDS, PUBLIC WORKS, HOUSING,
& URBAN DEVELOPMENT
P.O BOX 42267 – 00100,
NAIROBI**

MECHANICAL ENGINEER

**REGIONAL ENGINEER (MECHANICAL (BS))
STATE DEPARTMENT FOR PUBLIC WORKS,
MINISTRY OF LANDS, PUBLIC WORKS, HOUSING & URBAN
DEVELOPMENT
P.O BOX 42267 – 00100,
NAIROBI**

ISSUE DATE: 5TH FEBRUARY, 2025

SUBMISSIO DATE: 13TH FEBRUARY, 2025 AT 11.00AM

TENDER DOCUMENTS FOR PROCUREMENT OF SMALL WORKS

1) NAME AND CONTACT ADDRESSES OF PROCURING ENTITY

The Principal Secretary,
The National Treasury,
P.O. Box 30007 – 00100,
Nairobi, Kenya
Email: procurement@treasury.go.ke

2) Invitation to Tender (ITT) No. TNT/NIFCA/OP/001/2024-2025

3) Tender Name: PROPOSED PARTITIONING WORKS AT KASNEB TOWERS 8TH FLOOR, WING A



INVITATION TO TENDER (ITT)



REPUBLIC OF KENYA THE NATIONAL TREASURY AND ECONOMIC PLANNING OPEN TENDER

PROPOSED PARTITIONING OF OFFICES AT KASNEB TOWERS 8TH FLOOR, WING A.

TENDER NO. TNT/NIFCA/OP/001/2024-2025

1. The National Treasury invites sealed tenders for the **Proposed Partitioning of Offices at KASNEB Towers 8th Floor, Wing A.**
2. Tendering will be conducted under the Open Tendering Procurement Method using a Standardized Tender Document. Tendering is open to eligible and qualified Tenderers.
3. This Tender is exclusively reserved for the Youth, Women and Persons with Disability.
4. Selected tenderers may obtain further information and inspect the Tender Documents during office hours from 0900 hrs to 1600 hrs at the address given below.
5. The Tenderer shall chronologically serialize all pages of the tender documents submitted.
6. All Tenders must be accompanied by **Bid Securing Declaration Form.**
7. Completed tenders must be delivered to the address below on or before 11.00 *a.m. Kenyan Time* on **13TH FEBRUARY 2025.** Electronic Tenders *will not* be permitted.
8. Tenders will be opened immediately after the deadline date and time specified above or any deadline 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.
9. Late tenders will be rejected.
10. The addresses referred to above are:

Address for obtaining further information on the tender documents

The Principal Secretary
The National Treasury
Treasury Building, Harambee Avenue
P.O. BOX 30007-00100
Nairobi, Kenya
Tel: 2252299
Email: procurement@treasury.go.ke

A. Address for Submission of Tenders.

The Principal Secretary
The National Treasury
P.O. Box 30007-00100
Nairobi, Kenya
Tender Box located on 6th Floor,
Treasury Building,
Harambee Avenue, Nairobi

B. Address for Opening of Tenders.

The National Treasury,
Treasury Building,
Harambee Avenue,
Nairobi, 6th Floor,
Conference Room No. 603

**HEAD, SUPPLY CHAIN MANAGEMENT SERVICES.
FOR: PRINCIPAL SECRETARY / NATIONAL TREASURY**

PART 1 - TENDERING PROCEDURES

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

- 2.1 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.

- 2.2 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.

- 2.3 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.

- 2.4 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 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.

3.3A 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.

3.4A 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.

3.5A 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.

3.6A 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.

3.7Tenderer 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 anonymized (*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**.

14 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.

14.1 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 devise 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:

- e) 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
- f) if the successful Tenderer fails to:
 - i) sign the Contract in accordance with ITT 50; or
 - ii) 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.

21.10A 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 priced be 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 no 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.

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.

A General									
ITT 1.1	<p>The reference number of the Request for Bids is: TNT/NIFCA/OP/001/2024-2025</p> <p>The Procuring Entity is: The National Treasury</p> <p>The name of the ITT is: PROPOSED PARTITIONING OF OFFICES AT KASNEB TOWERS 8TH FLOOR, WING A.</p> <p>The number and identification of lots (contracts) comprising this RFB is: N/A</p>								
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; N/A								
ITT 3.1	Maximum number of members in the Joint Venture (JV) shall be: N/A								
B. Content of Tender Document									
ITT 8.1	a) Pre-tender visit of the site will be held and is N/A:								
ITT 8.2	The Tenderer will submit any questions in writing to reach the Procuring Entity not later than; 3 days before the Tender Opening Date								
ITT 8.4	The Procuring Entity's website where minutes of the pre-tender meeting and pre-arranged pretender site visit will be published is: N/A								
ITT 9.1	<p>For clarification of tender purpose, for obtaining further information and for purchasing tender documents, the Procuring Entity's address is;</p> <p>The Principal Secretary The National Treasury Treasury Building, Harambee Avenue 6th Floor Room 619 P.O. BOX 30007-00100 Nairobi, Kenya Tel: +254 2252299 Email: procurement@treasury.go.ke</p>								
C Preparation of Tenders									
ITT 13.1 (h)	<p>The Tenderer shall submit the following additional documents in its Tender;</p> <table border="1"> <thead> <tr> <th>S/NO</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Provide a copy of Certificate of Incorporation or Certificate of Registration</td> </tr> <tr> <td>2.</td> <td>Provide a copy of Valid copy of Current Tax Compliance Certificate</td> </tr> <tr> <td>3.</td> <td>Provide a Duly filled, signed and stamped Confidential Business Questionnaire</td> </tr> </tbody> </table>	S/NO	Description	1.	Provide a copy of Certificate of Incorporation or Certificate of Registration	2.	Provide a copy of Valid copy of Current Tax Compliance Certificate	3.	Provide a Duly filled, signed and stamped Confidential Business Questionnaire
S/NO	Description								
1.	Provide a copy of Certificate of Incorporation or Certificate of Registration								
2.	Provide a copy of Valid copy of Current Tax Compliance Certificate								
3.	Provide a Duly filled, signed and stamped Confidential Business Questionnaire								

	4.	Provide a copy of County Government Single Business Permit
	5.	Provide a copy of Current NCA Annual Contractors Practicing License NCA 6 and Above
	6.	Provide a copy of certificate of Confirmation of Directors and Shareholding (CR 12) (Issued within the last 12 Months to Tender Opening Date)
	7.	Provide a copy a duly filled, signed and stamped Site Visit Attendance Form.
	8.	Provide a copy a duly filled, signed and stamped Price Schedule
	9.	Provide a copy a duly filled, signed and stamped Form of Tender
	10.	Provide a fully filled and stamped site visit
	11.	Provide a copy a duly filled, signed and stamped Self-Declaration Form that the Tenderer is Not Debarred by the Public Procurement Regulatory Authority (PPRA)
	12.	Provide a copy a duly filled, signed and Stamped Self-Declaration form that the Tenderer will not engage in any Corrupt or Fraudulent Practice.
	13.	Declaration that the firm comply with all labour laws and the minimum wage regulations.
	14.	The bid document “ Original ” and “ Copies ” must be sequentially paginated / serialized including all attachments
	15.	Power of Attorney giving the name of the person who should be signing the bid, authorizing him to submit / execute the agreement as a binding contract.
	16.	Bidders to Submit written commitment that they shall furnish the employer with Insurance Cover
	17.	Duly filled Form for Disclosure of Interest
	18.	Duly Filled Certificate of Independent Tender Determination
	19.	Submit the required number of copies of the Tender Document i.e. One (1) original and Two (2) copies
ITT 15.1	Alternative Tenders shall not be considered.	
ITT 15.2	Alternative times for completion shall not be allowed	
ITT 15.3	Alternative technical solution shall be permitted for the following parts of the works – N/A	
ITT 16.5	The prices quoted by the Tenderer shall be: Fixed	
ITT 20.1	The Tender validity period shall be 180 days	
ITT 21.2	The other tender security shall be: Bid Security of Kenya Shillings Nine Hundred Thousand Only (Kshs. 800,000.00) from a reputable Bank or by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Public Procurement Regulatory Authority in Kenya valid for 30 days beyond the Tender Validity period	
ITT 21.5	The Performance Security shall be: 10% of the contract sum from a	

	reputable Bank
ITT 21.9	The Procuring Entity shall declare the Tenderer ineligible to be awarded a contract by the Procuring Entity: Not Applicable.
ITT 22.1	In addition to the original copy of the Tender, the number of copies shall be One (1) Original and Two (2) Copies .
ITT 22.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: Power of Attorney giving the name of the person who should be signing the bid, authorizing him to submit / execute the agreement as a binding document.
D. Submission and Opening of Tenders	
ITT 24.1	<p>For Tender submission purposes, the Procuring Entity's address is:</p> <p>The Principal Secretary The National Treasury Treasury Building, Harambee Avenue P.O. BOX 30007-00100 Nairobi, Kenya</p> <p>The tender documents shall be deposited in Tender Box located at the Treasury Building, Sixth (6th) Floor, Harambee Avenue, Nairobi, Kenya.</p> <p>Bulky tender documents that cannot fit in the tender box shall be delivered and registered on Sixth (6th) Floor, Room Number 619 at the Treasury Building, Harambee Avenue, Nairobi, Kenya.</p> <p>Date and time for submission of tenders; Date Thursday, 13th February, 2025 Time 11.00 a.m. Tenderers SHALL NOT be submit electronically</p>
ITT 27.1	<p>The Tender opening shall take place at:</p> <p>The National Treasury Treasury Building, Harambee Avenue Conference Room 603 on 6th Floor Nairobi, Kenya</p> <p>Tender opening date and time will be on Thursday, 13th February, 2024 at 11.00 a.m. (East Africa Time)</p>
ITT 27.6	<p>The number of representatives of Procuring Entity to sign is:</p> <p>The Form of Tender and Price Schedules shall be initialed by all members of the tender opening committee of the Procuring Entity conducting Tender opening.</p>
E. Evaluation, and Comparison of Tenders	
ITT 32.3	The adjustment shall be based on the [<i>insert "average" or "highest"</i>] prices of the items 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 estimates. This shall not be permitted.
ITT 35.2	The invitation to tender is extended to the following group that qualify for Reservation: Not Applicable
ITT 36.1	At this time, the Procuring Entity does not intend 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 0% of the total contract amount. Tenderers planning to subcontract more than 10% of the total volume of work shall specify, in the Form of Tenders, the activity(ies) or part of the works to be subcontracted along with complete details of the subcontractors and their qualifications and experience – Not Applicable
ITT 36.3	The parts of the works for which the Procuring Entity permits Tenderer's 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 Not Applicable
ITT 51.1	The person names to be appointed as adjudicator is; Not Applicable
ITT 52.1	Other documents required are: Not Applicable
ITT 53.1	<p>If a Tenderer wishes to make a Procurement-related Complaint, to the Public Procurement Regulatory Authority at any time prior to contract award, the Tenderer should submit its complaint in prescribed format found in the PPRA website www.ppra.go.ke and mail it to: info@ppra.go.ke or complaint@ppra.go.ke</p> <p>The procedures for challenging a contract award to the Public Procurement Administrative Review Board are detailed in the "Notice of Intention to Enter into a Contract" herein and are also available from the PPRA website www.ppra.go.ke. The request for review should be submitted to the Secretary of the Review Board using the request for review form contained herein.</p> <p>The address for submitting appeals to Administrative Review Board:</p> <p>The Secretary, Public Procurement Administrative Review Board, The Public Procurement Oversight Authority, KISM Towers, 6th Floor, Ngong Road, P.O. Box 58583-00200, NAIROBI, Kenya. Tel: +254 (0) 20 3244000 Email: info@ppra.go.ke Website: www.ppoa.go.ke</p> <p>In summary, a Procurement-related Complaint may challenge any of the</p>

	<p>following:</p>
--	-------------------

(i) The terms of the Tender Documents; and

(ii) The Procuring Entity's decision to award the contract.

SECTION III

EVALUATION AND QUALIFICATION CRITERIA

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:

- a) For construction turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established.
- b) Value of single contract - Exchange rate prevailing on the date of the contract signature.
- c) Exchange rates shall be taken from the publicly available source identified in the ITT 14.3. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.

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.

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 irresponsive and will not be considered further.

a. Mandatory Requirements

S/NO	Description	YES / NO
1.	Provide a copy of Certificate of Incorporation or Certificate of Registration	
2.	Provide a copy of Valid Current Tax Compliance Certificate	
3.	Provide a duly filled, signed and stamped Confidential Business Questionnaire	
4.	Provide a copy of County Government Single Business Permit	
5.	Provide a copy of current Certificate of registration with National Construction Authority (NCA 6 and Above)	
6.	Provide a copy of current Annual NCA contractor's practicing license	

7.	Provide a copy of certificate of Confirmation of Directors and Shareholding (CR 12) (Issued within the last 12 Months to Tender Opening Date)	
8.	Provide a copy a duly filled, signed and stamped Site Visit Attendance Form.	
9.	Provide an Original Bid Security of Kenya Shillings Eight Hundred Thousand Only (Kshs. 800,000.00) from a reputable Bank or by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Public Procurement Regulatory Authority in Kenya valid for 30 days beyond the Tender Validity period	
10.	Provide a fully signed and stamped site visit	
11.	Provide a copy a duly filled, signed and stamped Price Schedule	
12.	Provide a copy a duly filled, signed and stamped Form of Tender	
13.	Provide a copy a duly filled, signed and stamped Self-Declaration Form that the Tenderer is Not Debarred by the Public Procurement Regulatory Authority (PPRA)	
14.	Provide a copy a duly filled, signed and Stamped Self-Declaration form that the Tenderer will not engage in any Corrupt or Fraudulent Practice.	
15.	Declaration that the firm comply with all labour laws and the minimum wage regulations.	
16.	The bid document “Original” and “Copies” must be sequentially paginated / serialized including all attachments	
17.	Power of Attorney giving the name of the person who should be signing the bid, authorizing him to submit / execute the agreement as a binding contract.	
18.	Bidders to Submit written commitment that they shall furnish the employer with Insurance Cover	
19.	Duly filled Form for Disclosure of Interest	
20.	Duly Filled Certificate of Independent Tender Determination	
21.	Submit the required number of copies of the Tender Document i.e. One (1) original and Two (2) copies	

b. Technical Evaluation Criteria

S/NO	Description	Max Scores
1.	Key Personnel (Attach certificates)	

	<p>Director of the firm</p> <ul style="list-style-type: none"> • Holder of degree or diploma in a relevant Engineering /Building construction field ---- 5 • Holder of certificate in relevant Engineering /Building construction field -- 3 • Holder of trade test certificate in relevant Engineering /Building construction field ---- 2 • No relevant certificate ----- 0 	5
2.	<p>At least 4 No. degree/diploma holders of the key personnel in relevant Engineering /Building construction field</p> <ul style="list-style-type: none"> • With over 10 years' relevant experience----- 5 • With over 5 years' relevant experience ----- 3 • With under 5 years' relevant experience ----- 2 	5
3.	<p>At least 4 No. certificate holder of key personnel in relevant Engineering/Building construction field</p> <ul style="list-style-type: none"> • With over 10 years' relevant experience ----- 5marks • With over 5 years' relevant experience ----- 3marks • With under 5 years' relevant experience ----- 2marks 	5
4.	<p>Contracts completed in the last five (5) years; a max of 5 No. projects (Attach <i>completion certificates</i>)</p> <ul style="list-style-type: none"> • Project of similar nature, complexity and magnitude. 3marks each • Project of similar nature but of lower value than the one in consideration ---- 2 marks each • Project of similar magnitude ----- 1 mark each • No completed project of similar nature ---- 0 marks 	15
5.	<p>On-going projects (A max of 5 No. projects) (Attach <i>copies of award letters</i>)</p> <ul style="list-style-type: none"> • Project of similar nature, complexity and magnitude - 2 marks each • Project of similar nature but of lower value than the one in consideration ---- 1 marks each • No ongoing project of similar nature --0 marks each 	10
6.	<p>Schedules of contractor's relevant equipment's and vehicles (Attach evidence / proof of ownership or lease agreement)</p> <p>For each specific equipment required in the construction work being tendered for. (Maximum No. of equipment to be considered – 15 No.) ----- (3 marks each for owned & 1 marks each for leased) (eg. Excavator, loader, tipper, dumper, trucks, hoist/ crane, concrete mixer, compactor, boom truck, generator set, welding machine etc. NB. The bidder needs variety of equipment)</p>	25
7.	<p>Financial report: Average turnover in Audited financial report (last three [3] years)-2020-2022</p>	15

	<ul style="list-style-type: none"> • Turn over greater or equal to 5 times the cost of the project ----- 15 • Turn over greater or equal to 3 times the cost of the project ----- 6 • Turn over greater or equal to the cost of the project ----- 4 • Turn over below the cost of the project ----- 2 <p><i>(Copies must be Certified by an advocate and signed by auditors)</i></p>	
8.	Evidence of financial resources (cash in hand, lines of credit, over draft facility etc.) <ul style="list-style-type: none"> • Has financial resources equal or above the cost of the project ----- 15marks • Has financial resources below the cost of the project, but over 50% of the cost of the project ----- 10marks • Has financial resources below 50% of the cost of the project ----- 5marks • Has not given evidence for the financial resources ----- 0marks 	15
9.	Litigation History <ul style="list-style-type: none"> • Has no construction-related litigation or arbitration case in the last five years ----- 5 • Has not more than three construction-related litigation or arbitration cases in the last five years ----- 2 • Has more than three construction-related litigation or arbitration cases in the last five years --- 0 	5
	Totals	100

The pass mark shall be 70%

Any bidder who scores 70% and above in this Technical Evaluation shall be considered for financial evaluation

- i) **Tender Evaluation (ITT 35) Price evaluation:** in addition to the criteria listed in ITT 35.2 (a)– (c) the following criteria shall apply:
- ii) **Alternative Completion Times**, if permitted under ITT 13.2, will be evaluated as follows:
Not Applicable
- iii) **Alternative Technical Solutions** for specified parts of the Works, if permitted under ITT 13.4, will be evaluated as follows: Not Applicable
- iv) **Other Criteria;** if permitted under ITT 35.2(d):
Not Applicable

2 Multiple Contracts

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

OPTION 1

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

- ii) If a tenderer wins more than one Lot, the tender will be awarded contracts for all won Lots, provided the tenderer meets the aggregate Eligibility and Qualification Criteria for all the Lots. The tenderer will be awarded the combination of Lots for which the tenderer qualifies and the others will be considered for award to second lowest the tenderers.

OPTION 2

The Procuring Entity will consider all possible combinations of won Lots [contract(s)] and determine the combinations with the lowest evaluated price. Tenders will then be awarded to the Tenderer or Tenderers in the combinations provided the tenderer meets the aggregate Eligibility and Qualification Criteria for all the won Lots.

Alternative Tenders (ITT 13.1)

An alternative if permitted under ITT 13.1, will be evaluated as follows:

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

Margin of Preference is not applicable

Post qualification and Contract award (ITT 39), more specifically,

- a) In case the tender was subject to post-qualification, the contract shall be awarded to the lowest evaluated tenderer, subject to confirmation of pre-qualification data, if so required.
- b) In case the tender was not subject to post-qualification, the tender that has been determined to be the lowest evaluated tenderer shall be considered for contract award, subject to meeting each of the following conditions.
 - i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow of Kenya Shillings N/A
 - ii) Minimum average annual construction turnover of Kenya Shillings 100 Million or equivalent calculated as total certified payments received for contracts in progress and/or completed within the last five years.
 - iii) At least five of contract(s) of a similar nature executed within Kenya, or the East African Community or abroad, that have been satisfactorily and substantially completed as a prime contractor, or joint venture member or sub-contractor each of minimum value Kenya shillings 20 million equivalent.
 - iv) Contractor's Representative and Key Personnel, which are specified as N/A
 - v) Contractors key equipment listed on the table "Contractor's Equipment" below and more specifically listed as *[specify requirements for each lot as applicable]* _____
 - vi) Other conditions depending on their seriousness.
 - a) **History of non-performing contracts:**

Tenderer and each member of JV in case the Tenderer is a JV, shall demonstrate that Non-performance of a contract did not occur because of the default of the Tenderer, or the member of a JV in the last FIVE (*specify years*). The required information shall be furnished in the appropriate form.
 - b) **Pending Litigation**

Financial position and prospective long-term profitability of the Single Tenderer, and in the case the Tenderer is a JV, of each member of the JV, shall remain sound according to criteria established with respect to Financial Capability under Paragraph (i) above if all pending litigation will be resolved against the Tenderer. Tenderer shall provide information on pending litigations in the appropriate form.
 - c) **Litigation History**

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

3. QUALIFICATION FORMSUMMARY

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 the Kenya Revenue Authority in accordance with ITT 3.14.	Form of Tender	
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 3.8	Form of Tender	
5	State- owned Enterprise	Meets conditions of ITT 3.7	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 [.....].	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 [<i>insert year</i>]	Form CON – 2	
11	Financial Capabilities	(i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as Kenya Shillings [<i>insert amount</i>] equivalent for the subject contract(s) net of the Tenderer's other commitments. (ii) The Tenderers shall also demonstrate, to the satisfaction	Form FIN – 3.1, with attachments	

1 Item No.	2 Qualification Subject	3 Qualification Requirement	4 Document To be Completed by Tenderer	5 For Procuring Entity's Use (Qualification met or Not Met)
		<p>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 <i>[insert number of years]</i> years shall be submitted and must demonstrate the current soundness of the Tenderer's financial position and indicate its prospective long-term profitability.</p>		
12	Average Annual Construction Turnover	Minimum average annual construction turnover of Kenya Shillings <i>[insert amount]</i> , equivalent calculated as total certified payments received for contracts in progress and/or completed within the last three years, divided by <i>[insert number of years]</i> years	Form FIN – 3.2	
13	General Construction Experience	Experience under construction contracts in the role of prime contractor, JV member, sub-contractor, or management contractor for at least the last three years, starting 1 st January <i>[insert year]</i> .	Form EXP – 4.1	
	Specific Construction & Contract Management Experience	<p>A minimum number of five similar contracts specified below that have been satisfactorily and substantially completed as a prime contractor, joint venture member, management contractor or sub-contractor between 1st January <i>[insert year]</i> and tender submission deadline i.e. (number) contracts, each of minimum value Kenya shillings 20 million or . equivalent.</p> <p><i>[In case the Works are to be tender as individual contracts under multiple contract procedure, the minimum number of contracts required for purposes of evaluating qualification shall be selected from the options mentioned in ITT 35.4]</i></p>	Form EXP 4.2(a)	

1 Item No.	2 Qualification Subject	3 Qualification Requirement	4 <i>Document To be Completed by Tenderer</i>	5 <i>For Procuring Entity's Use (Qualification met or Not Met)</i>
		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>		

QUALIFICATION FORMS

1. FORMEQU: 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 FORMPER -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 and a list of Board of Directors.

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: _____
1. Attached are copies of original documents of <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. <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. 2. Included are the organizational chart and a list of Board of Directors.

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>

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)					

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
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		

4.7 **FORM FIN – 3.4:**

Current Contract Commitments / Works in Progress

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

Current Contract Commitments					
	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					

4.8 FORM EXP - 4.1

General Construction Experience

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

Page _____ of _____ pages

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

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	

4.11 FORM EXP - 4.2(b)

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 If applicable

- 2. Activity No. Two
- 3.

OTHER FORMS

5. FORM OF TENDER

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

INSTRUCTIONS TO TENDERERS

- i) *All italicized text is to help the Tenderer in preparing this form.*
- ii) *The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address. Tenderers are reminded that this is a mandatory requirement.*
- iii) *Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION FORMS OF THE TENDERER as listed under (s) below.*

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

Name and Identification:.....[insert identification] **Alternative**

No.:.....[insert identification No if this is a Tender for an alternative]

To: [Insert complete name of Procuring Entity]

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.")

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

- xix) **Collusive practices:** We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the “Certificate of Independent Tender Determination” attached below.
- xx) We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from _____ (*specify website*) during the procurement process and the execution of any resulting contract.
- xxi) **Beneficial Ownership Information:** We commit to provide to the procuring entity the Beneficial Ownership Information in conformity with the Beneficial Ownership Disclosure Form upon receipt of notification of intention to enter into a contract in the event we are the successful tenderer in this subject procurement proceeding.
- xxii) We, the Tenderer, have duly completed, signed and stamped the following Forms as part of our Tender:
- a) Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are 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.

- i) Private or public Company _____
- ii) State the nominal and issued capital of the Company _____
 Nominal Kenya Shillings (Equivalent)..... Issued
 Kenya Shillings (Equivalent).....
- iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

(e) **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		

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
	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

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.

¹ For 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]

[Signature of the Guarantor]

[Witness]

[Seal]

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

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

Appendix to Tender

Schedule of Currency requirements

Summary of currencies of the Tender for _____ *[insert name of Section of the Works]*

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

PART II - WORK REQUIREMENTS

SECTION V - DRAWINGS

A list of drawings should be inserted here. The actual drawings including Site plans should be annexed in a separate booklet.

SCHEDULE OF CONTRACT DRAWINGS

THE DRAWINGS SHALL BE PROVIDED IN A SEPARATE BOOKLET DURING SITE HANDOVER.

SECTION VI - 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 highways, 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. 1. 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.

- **PLEASE SEE ATTACHED SPECIFICATIONS TOGETHER WITH BILLS OF QUANTITIES**

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 VII
BILLS OF QUANTITIES

PARTICULAR PRELIMINARIES

ITEM	DESCRIPTION	K.SHS
	<p><u>PARTICULAR PRELIMINARIES</u></p> <p>A PRICING ITEMS OF PRELIMINARIES Prices SHALL BE INSERTED against items of “preliminaries” in the tenderer’s priced Bills of Quantities. The contractor is advised to read and understand all preliminary items.</p> <p>B DESCRIPTION OF THE WORKS The PROPOSED works to be carried out under this contract involves; office partitioning to create new office spaceS; floor finishes; ceiling finishes; doors and venetian window blinds; including associated electrical installations as PROPOSED OFFICE PARTITIONING WORKS FOR NIFCA AT KASNEB TOWERS,NAIROBI.</p> <p>C MEASUREMENTS In the event of any discrepancies arising between the Bills of Quantities and the actual works, the site measurements shall generally take precedence. However, such discrepancies between any contract documents shall immediately be referred to the PROJECT MANAGER in accordance with Clause 22 of the Conditions of Contract. The discrepancies shall then be treated as a variation and be dealt with in accordance with Clause 22 of the said Conditions.</p> <p>D LOCATION OF SITE The site of the proposed works is located at KASNEB TOWERS The Contractor is advised to visit the site, to familiarize with the nature and position of the site. No claims arising from the Contractor’s failure to do so will be entertained.</p> <p>E SIGNING OF THE TENDER DOCUMENTS The bidder shall append his / her signature and / or company ‘s rubberstamp on the tender document.</p>	
	<i>Carried to collection</i>	

ITEM	DESCRIPTION	K.SHS
<p>A</p>	<p>DEMOLITIONS AND ALTERATIONS</p> <p>The Contractor is to allow for all temporary protection required during the works including ordinary and special dust screens, hoardings, barriers, warning signs, etc as directed by the Project Manager and</p> <p>as necessary for the adequate propping and protection of existing property, finishes, workmen employed on the site, employer's agents and the public. Any damage or loss incurred due to the insufficiency of such protection must be made good by the Contractor. All protective devices are to be removed on completion of the works and any necessary making good consequent upon this is to be executed to the satisfaction of the Project Manager</p> <p>The works shall be propped, strutted and supported as necessary before any alteration or demolition work commences. Prices shall include for all cleaning and preparatory work to structure and finishes and for making good to all finishes on completion whether or not specifically described.</p> <p>Unless described as set aside for re-use all arising debris and surplus materials shall be carefully removed from building and carted away from site.</p> <p>The Contractor shall be entirely responsible for any breakage or damage which may occur to materials required for re-use during their removal unless it is certified by the Project Manager that such damage or breakage was inevitable as a result of the condition of the item concerned</p>	
<p>B</p>	<p>CLEARING AWAY</p> <p>The Contractor shall remove all temporary works, rubbish, debris and surplus materials from the site as they accumulate and upon completion of the works, remove and clear away all plant, equipment, rubbish, unused materials and stains and leave in a clean and tidy state to the reasonable satisfaction of the Project Manager.</p> <p>The whole of the works shall be delivered up clean, complete and in perfect condition in every respect to the satisfaction of the Project Manager.</p>	
<p>C</p>	<p>CLAIMS</p> <p>It shall be a condition of this contract that upon it becoming reasonably apparent to the Contractor that he has incurred losses and / or expenses due to any of the contract conditions, or by any other reason whatsoever, he shall present such a claim or intent to claim notice to the PROJECT MANAGER within the contract period. No claim shall be entertained upon the expiry of the said contract period.</p>	
	<p><i>Carried to collection</i></p>	

ITEM	DESCRIPTION	K.SHS
<p>A</p> <p>PAYMENTS</p> <p>The tenderer’s attention is drawn to the fact that the GOVERNMENT DOES NOT MAKE ADVANCE PAYMENTS but pays for work done and materials delivered to sit: all in accordance with Clause 23 of the Conditions of Contract Agreement. In order to facilitate this, a list of the general component elements for the works is given at the summary page of these specifications and the tenderer is requested to break down his tender sum commensurate to the said elements</p> <p>B</p> <p>PREVENTION OF ACCIDENT, DAMAGE OR LOSS</p> <p>The Contractor is notified that these works are to be carried out on a restricted site where the client is going on with other normal activities. The Contractor is thus instructed to take reasonable care in the execution of the works as to prevent accidents, damage or loss and disruption of activities being carried out by the Client. The Contractor shall allow in his rates any expense he deemed necessary by taking such care within the site.</p> <p>C</p> <p>WORKING CONDITIONS</p> <p>The Contractor shall allow in his rates for any interference that he may encounter in the course of the works for the Client may in some cases ask the Contractor not to proceed with the works until some activities within the site are completed, as the facility will be operating as usual during the course of the contract.</p> <p>D</p> <p>SIGNBOARD</p> <p>Allow for providing, erecting, maintaining throughout the course of the Contract and afterwards clearing away a signboard as designed, specified and approved by the Project Manager.</p> <p>E</p> <p>LABOUR CAMPS</p> <p>The Contractor shall not be allowed to house labour on site. Allow for transporting workers to and from the site during the tenure of the contract.</p> <p>F</p> <p>MATERIALS FROM DEMOLITIONS</p> <p>Any materials arising from demolitions and not re-used shall become the property of the Employer. The Contractor shall allow in his rates the cost of transporting the demolished materials to the Employer,</p>		
	<i>Carried to collection</i>	

ITEM	DESCRIPTION	K.SHS
<p>A</p> <p>B</p> <p>C</p> <p>D</p> <p>E</p> <p>F</p>	<p>PRICING RATES The tenderer shall include for all costs in executing the whole of the works, including transport, replacing damaged items, fixing, all to comply with the said Conditions of Contract.</p> <p>SECURITY The Contractor shall allow for providing adequate security for the works and the workers in the course of execution of this contract. No claim will be entertained from the Contractor for not maintaining adequate security for both the works and workers.</p> <p>URGENCY OF THE WORKS The Contractor is notified that these “ works are urgent” and should be completed within the period stated in these Particular Preliminaries. The Contractor shall allow in his rates for any costs he/ she deems that he/she may incur by having to complete these works within the stipulated contract period.</p> <p>PAYMENT FOR MATERIALS ON SITE All materials for incorporation in the works must be stored on site before payment is effected, unless specifically exempted by the Project Manager. This is to include materials of the Contractor, nominated sub-Contractors and nominated suppliers.</p> <p>EXISTING SERVICES Prior to the commencement of any work, the Contractor is to ascertain from the relevant authority the exact position, depth and level of all existing services in the area and he/she shall make whatever provisions may be required by the authorities concerned for the support, maintenance and protection of such services.</p> <p>BID SECURITY The Bidder shall furnish, as part of his bid, a security as specified in the tender advertisement. The bid security shall, at the bidder’s option, be in the form of a certified cheque, bank draft, standby letter of credit or guarantee from a reputable bank located in Kenya or foreign bank which has been determined by the bidder to be acceptable to the Government. The format of the bank guarantee shall be in accordance with the sample forms of bid security included in the post qualification forms, other formats may be permitted, subject to the prior approval of the Government. Letters of credit, bank Guarantees issued as surety for the bid shall be valid for a period of One Hundred and Fifty (150) days from the date of Tender Opening.</p>	
	<i>Carried to collection</i>	

ITEM	DESCRIPTION	K.SHS
<p>A</p> <p>B</p> <p>A</p> <p>C</p>	<p>PERFORMANCE BOND</p> <p>A bond of 5% of the contract sum will be required in accordance with clause 6.00 (as amended) on award of contract of the Instructions to Tenderer's. No payment on account for the works executed will be made to the contractor until he has submitted the Performance Bond to the Project Manager duly signed, sealed and stamped from an approved Bank.</p> <p>TENDER DOCUMENTS</p> <p>Tender documents are as listed in Clause 2.1 of the Instruction to Tenderer's Page STD/8</p> <p>DELIVERY OF TENDER</p> <p>Tenders and all documents in connection therewith, as specified above must be delivered in the addressed envelope which should be properly sealed and deposited at the offices as specified in the letter accompanying these documents or as indicated in the advertisement.</p> <p>Tenders will be opened at the time specified in the letter accompanying these Tender Documents or as indicated in the advertisement. Tenders delivered/received later than the above time will not be opened.</p> <p>VALUE ADDED TAX</p> <p>The Contractor's attention is drawn to the Legal Notice in the Finance Act part 3 Section 21(b) operative from 1st September, 1993 which requires payment of VAT on all contracts. The Contractor should therefore include allowance in his rates and prices for prices for VAT and any other Government taxes currently in force.</p> <p>The tenderer is advised that in accordance with Government public notice No. 35 & 36 Dated 11th September 2003 operational from 1st October 2003, VAT will be deducted against the contract sum at the prevailing rate by the Employer and remitted directly to the Commissioner of VAT through all interim certificates. It should however be noted that this is not additional tax but a new mode of payment for VAT, any excess payment will be refundable once the Contractor has submitted monthly returns to the Commissioner of VAT who will do the refunds when satisfied that the VAT regulations have been complied with.</p> <p>NB: VAT SHALL be added at the Grand summary page (GS/1)</p>	
	<p><i>Carried to collection</i></p>	

ITEM	DESCRIPTION	K.SHS
	<u>SPECIAL PRELIMINARIES</u>	
	<u>PROJECT MANAGEMENT EXPENSES</u>	
A	Provide a provisional sum of Kenya Shillings One Million Five Hundred (Kshs 1,500,000.00) only for provision of lunch subsistence allowances during site trips / inspections and mobile phone airtime to be expended by the SDPW Officers throughout the duration of the contract; to be expended as directed by the PM	1,500,000.00
B	Allow for Contractor's profit and overheads (-----%)	
C	Provide a provisional sum of Kenya Shillings Five Hundred Thousand (Kshs 500,000.00) only for provision of necessary P.M's stationery, equipment, management software for construction related project and associated expenses as directed	500,000.00
D	Allow for Contractor's profit and overheads (-----%)	
E	Provide a provisional sum of Kenya Shillings Five Hundred Thousand (Kshs 500,000.00) only for Clerk of works allowances	500,000.00
F	Allow for Contractor's profit and overheads (-----%)	
G	<p data-bbox="245 1171 386 1213"><u>Transport</u></p> <p data-bbox="245 1276 1255 1497">The Contractor shall provide for transportation during site trips i.e. from the SDPW - Nairobi Regional Office to the Site and Back to the SDPW - Nairobi Regional Office. Reimbursement to the Contractor for providing the transport services will be based per trip to the site and back during the currency of the contract at the rate as here below to be inserted.</p>	
	<i>Carried to collection</i>	

ITEM	DESCRIPTION	K.SHS
A	<p data-bbox="251 111 1219 184"><u>PARTICULARS OF INSERTIONS TO BE MADE IN APPENDIX TO CONTRACT AGREEMENT</u></p> <p data-bbox="251 233 1208 306">The following are the insertions to be made in the appendix to the Contract Agreement: -</p> <p data-bbox="251 354 1198 390">Period of Final Measurement 3 Months From Practical completion</p> <p data-bbox="251 438 1198 474">Defects Liability Period 6 Months from Practical completion</p> <p data-bbox="251 522 1154 558">Date for Possession To be agreed with the Project Manager</p> <p data-bbox="251 606 1146 642">Date for Completion ...12... Weeks from date of Possession</p> <p data-bbox="251 690 1154 764">Liquidated and Ascertained At the rate of Kshs.. 35,000... per week or part thereof</p> <p data-bbox="251 764 1146 837">Prime cost sums for which The Contractor desires to tender</p> <p data-bbox="251 886 1016 921">Period of Interim Certificates Monthly</p> <p data-bbox="251 970 1016 1005">Period of Honouring Certificates 30 days</p> <p data-bbox="251 1054 967 1089">Percentage of Certified Value Retained 10%</p> <p data-bbox="251 1138 967 1173">Limit of Retention Fund 5%</p>	
	<i>Carried to collection</i>	

ITEM	DESCRIPTION	K.SHS
	<p style="text-align: center;"><u>COLLECTION</u></p> <p style="text-align: center;">Brought forward from page PP/1</p> <p style="text-align: center;">Brought forward from page PP/2</p> <p style="text-align: center;">Brought forward from page PP/3</p> <p style="text-align: center;">Brought forward from page PP/4</p> <p style="text-align: center;">Brought forward from page PP/5</p> <p style="text-align: center;">Brought forward from page PP/6</p> <p style="text-align: center;">Brought forward from page PP/7</p>	
	TOTAL FOR PARTICULAR PRELIMINARIES CARRIED TO SUMMARY OF PRELIMINARIES	

GENERAL PRELIMINARIES

ITEM	DESCRIPTION	
	<p>GENERAL PRELIMINARIES</p> <p>A. PRICING ITEMS OF PRELIMINARIES AND PREAMBLES</p> <p>Prices will be inserted against items of Preliminaries in the Contractor's priced Bills of Quantities and Specification.</p> <p>The Contractor shall be deemed to have included in his prices or rates for the various items in the Bills of Quantities or Specification for all costs involved in complying with all the requirements for the proper execution of the whole of the works in the Contract.</p> <p>B. ABBREVIATIONS</p> <p>Throughout these Bills, units of measurement and terms are abbreviated and shall be all the requirements for the proper execution of the whole of the works in the Contract.</p> <p><i>C.M.</i> Shall mean cubic metre</p> <p><i>S.M.</i> Shall mean square metre</p> <p><i>L.M.</i> Shall mean linear metre</p> <p><i>MM</i> Shall mean Millimetre</p> <p><i>Kg.</i> Shall mean Kilogramme</p> <p><i>No.</i> Shall mean Number</p> <p><i>Prs.</i> Shall mean Pairs</p> <p><i>B.S.</i> - Shall mean the British Standard Specification Published by the British Standards Institution, 2 Park Street, London W.I., England.</p> <p><i>Ditto</i> - Shall mean the whole of the preceding description except as qualified in the description in which it occurs.</p> <p><i>m.s.</i> Shall mean measured separately.</p> <p><i>a.b.d</i> Shall mean as before described.</p>	
	<i>Carried to collection</i>	

ITEM	DESCRIPTION	
<p>A.</p>	<p>EXCEPTION TO THE STANDARD METHOD OF MEASUREMENT</p> <p><i>Attendance</i> ; Clause B19(a) of the Standard Method of Measurement is deleted and the following clause is substituted:-</p> <p>Attendance on nominated Sub-Contractors shall be given as an item in each case shall be deemed to include: allowing use of standing scaffolding, mess rooms, sanitary accommodation and welfare facilities; provision of special scaffolding where necessary; providing space for office accommodation and for storage of plant and materials; providing light and water for their work: clearing away rubbish; unloading checking and hoisting: providing electric power and removing and replacing duct covers, pipe casings and the like necessary for the execution and testing of Sub- Contractors' work and being responsible for the accuracy of the same.</p> <p><i>Fix Only</i>:-</p> <p>"Fix Only" shall mean take delivery at nearest railway station (Unless otherwise stated),pay all demurrage charges, load and transport to site where necessary, unload, store,unpack, assemble as necessary, distribute to position, hoist and fix only.</p>	
<p>B.</p>	<p>EMPLOYER</p> <p>The "Employer" is: The Chief Executive Officer, NAIROBI INTERNATIONAL FINANCIAL CENTRE,</p> <p>The term "Employer" and "Government" wherever used in the contract document shall be synonymous</p>	
<p>C.</p>	<p>PROJECT MANAGER</p> <p>The term "P.M." wherever used in these Bills of Quantities shall be deemed to imply the Project Manager as defined in Condition 1 of the Conditions of Contract or such person or persons as may be duly authorised to represent him on behalf of the Government.</p>	
<p>D.</p>	<p>ARCHITECT</p> <p>The term "Architect" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is Regional Works Officer, Nairobi Region - State Department of Public Works, P.O. Box 42267, NAIROBI.</p>	
	<p><i>Carried to collection</i></p>	

ITEM	DESCRIPTION	
<p>A</p>	<p>QUANTITY SURVEYOR</p> <p>The term "Quantity Surveyor" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is Regional Works Officer, Nairobi Region - State Department of Public Works, P.O. Box 42267, NAIROBI.</p>	
<p>B</p>	<p>ELECTRICAL ENGINEER</p> <p>The term "Electrical Engineer" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is Regional Works Officer, Nairobi Region - State Department of Public Works, P.O. Box 42267, NAIROBI.</p>	
<p>C</p>	<p>MECHANICAL ENGINEER</p> <p>The term "Mechanical Engineer" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is Regional Works Officer, Nairobi Region - State Department of Public Works, P.O. Box 42267, NAIROBI.</p>	
<p>D</p>	<p>STRUCTURAL ENGINEER</p> <p>The term "Structural Engineer" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is Regional Works Officer, Nairobi Region - State Department of Public Works, P.O. Box 42267, NAIROBI.</p>	
<p>E</p>	<p>FORM OF CONTRACT</p> <p>The Form of Contract shall be as stipulated in the Republic of Kenya's Standard Tender Document for Procurement of Building Works(2000 Edition) included herein</p> <p>The Conditions of Contract are also included herein</p> <p><i>Conditions of Contract</i></p> <p>These are numbered from 1 to 37 as set out in pages 18 to 38 of these tender documents.</p> <p>Particulars of insertions to be made in the Appendix to the Contract Agreement will be found in the Particular Preliminaries part of these Bills of Quantities</p>	
	<p><i>Carried to collection</i></p>	

ITEM	DESCRIPTION	
<p>A</p>	<p>BOND.</p> <p>The Contractor shall find and submit on the Form of Tender an approved bank who will be willing to be bound to the Government in an amount equal to five per cent (5) of the Contract amount for the due performances of the Contract up to the date of completion as certified by the PROJECT MANAGER and who will, when and if called upon, sign a Bond to that effect on the relevant standard form included herein. (without the addition of any limitations) on the same day as the Contract Agreement is signed, by the Government, the Contractor shall furnish within seven days another Surety to the approval of the Government.</p>	
<p>B</p>	<p>PLANT, TOOLS AND VEHICLES</p> <p>Allow for providing all scaffolding, plant, tools and vehicles required for the works except in so far as may be stated otherwise herein and except for such items specifically and only required for the use of nominated Sub-Contractors as described herein. No timber used for scaffolding, formwork or temporary works of any kind shall be used afterwards in the permanent work.</p>	
<p>C</p>	<p>TRANSPORT.</p> <p>Allow for transport of workmen, materials, etc., to and from the site at such hours and by such routes as may be permitted by the competent authorities.</p>	
<p>D</p>	<p>MATERIALS AND WORKMANSHIP.</p> <p>All materials and workmanship used in the execution of the work shall be of the best quality and description unless otherwise stated. The Contractor shall order all materials to be obtained from overseas immediately after the Contract is signed and shall also ensure they are onsite when required for use in the works. The Bills of Quantities shall not be used for the purpose of ordering materials.</p>	
<p>E</p>	<p>SIGN FOR MATERIALS SUPPLIED.</p> <p>The Contractor will be required to sign a receipt for all articles and materials supplied by the PROJECT MANAGER at the time of taking deliver thereof, as having received them in good order and condition, and will thereafter be responsible for any loss or damage and for replacements of any such loss or damage with articles and/or materials which will be supplied by the PROJECT MANAGER at the current market prices including Customs Duty and V.A.T., all at the Contractor's own cost and expense, to the satisfaction of the PROJECT MANAGER</p>	
	<p><i>Carried to collection</i></p>	

ITEM	DESCRIPTION	
<p>A</p> <p>B</p> <p>C</p>	<p>STORAGE OF MATERIALS</p> <p>The Contractor shall provide at his own risk and cost where directed on the site weather proof lock-up sheds and make good damaged or disturbed surfaces upon completion to the satisfaction of the PROJECT MANAGER Nominated Sub-Contractors are to be made liable for the cost of any storage accommodation provided especially for their use.</p> <p>SAMPLES</p> <p>The Contractor shall furnish at his own cost any samples of materials or workmanship including concrete test cubes required for the works that may be called for by the PROJECT MANAGER for his approval until such samples are approved by the PROJECT MANAGER and the PROJECT MANAGER, may reject any materials or workmanship not in his opinion to be up to approved samples. The PROJECT MANAGER shall arrange for the testing of such materials as he may at his discretion deem desirable, but the testing shall be made at the expense of the Contractor and not at the expense of the PROJECT MANAGER. The Contractor shall pay for the testing in accordance with the current scale of testing charges laid down by the Ministry of Roads, Housing and Public Works.</p> <p>The procedure for submitting samples of materials for testing and the method of marking for identification shall be as laid down by the PROJECT MANAGER The Contractor shall allow in his tender for such samples and tests except those in connection with nominated sub-contractors' work.</p> <p>GOVERNMENT ACTS REGARDING WORKPEOPLE ETC.</p> <p>Allow for complying with all Government Acts, Orders and Regulations in connection with the employment of Labour and other matters related to the execution of the works. In particular the Contractor's attention is drawn to the provisions of the Factory Act 1950 and his tender must include for all costs arising or resulting from compliance with any Act, Order or Regulation relating to Insurances, pensions and holidays for workpeople or so the safety, health and welfare of the workpeople.</p> <p>The Contractor must make himself fully acquainted with current Acts and Regulations, including Police Regulations regarding the movement, housing, security and control of labour, labour camps , passes for transport, etc. It is most important that the Contractor, before tendering, shall obtain from the relevant Authority the fullest information regarding all such regulations and/or restrictions which may affect the organisation of the works, supply and control of labour, etc., and allow accordingly in his tender. No claim in respect of want of knowledge in this connection will be entertained.</p>	
	<p><i>Carried to collection</i></p>	

ITEM	DESCRIPTION	
<p>A</p>	<p>SECURITY OF WORKS ETC.</p> <p>The Contractor shall be entirely responsible for the security of all the works stores, materials, plant, personnel, etc., both his own and sub-contractors' and must provide all necessary watching, lighting and other precautions as necessary to ensure security against theft, loss or damage and the protection of the public.</p>	
<p>B</p>	<p>PUBLIC AND PRIVATE ROADS.</p> <p>Maintain as required throughout the execution of the works and make good any damage to public or private roads arising from or consequent upon the execution of the works to the satisfaction of the local and other competent authority and the PROJECT MANAGER</p>	
<p>C</p>	<p>EXISTING PROPERTY.</p> <p>The Contractor shall take every precaution to avoid damage to all existing property including roads, cables, drains and other services and he will be held responsible for and shall make good all such damage arising from the execution of this contract at his own expense to the satisfaction of the PROJECT MANAGER</p>	
<p>D</p>	<p>VISIT SITE AND EXAMINE DRAWINGS.</p> <p>The Contractor is recommended to examine the drawings and visit the site the location of which is described in the Particular Preliminaries hereof. He shall be deemed to have acquainted himself therewith as to its nature, position, means of access or any other matter which, may affect his tender. No claim arising from his failure to comply with this recommendation will be considered.</p>	
<p>E</p>	<p>ACCESS TO SITE AND TEMPORARY ROADS.</p> <p>Means of access to the Site shall be agreed with the PROJECT MANAGER prior to commencement of the work and Contractor must allow for building any necessary temporary access roads for the transport of the materials, plant and workmen as may be required for the complete execution of the works including the provision of temporary culverts, crossings, bridges, or any other means of gaining access to the Site. Upon completion of the works, the Contractor shall remove such temporary access roads; temporary culverts, bridges, etc., and make good and reinstate all works and surfaces disturbed to the satisfaction of the PROJECT MANAGER The Contractor should also allow for relocating existing fence (approx. 30 metres long).</p>	
	<p><i>Carried to collection</i></p>	

ITEM	DESCRIPTION	
<p>A</p> <p>AREA TO BE OCCUPIED BY THE CONTRACTOR</p> <p>The area of the site which may be occupied by the Contractor for use of storage and for the purpose of erecting workshops, etc., shall be defined on site by the PROJECT MANAGER</p> <p>B</p> <p>OFFICE ETC. FOR THE PROJECT MANAGER</p> <p>The Contractor shall provide, erect and maintain where directed on site and afterwards dismantle the site office of the standard type, complete with furniture. He shall also provide a strong metal trunk complete with strong hasp and staple fastening and two keys. He shall provide, erect and maintain a lock-up type water or bucket closet for the sole use of the PROJECT MANAGER including making temporary connections to the drain where applicable to the satisfaction of Government and Medical Officer of Health and shall provide services of cleaner and pay all conservancy charges and keep both office and closet in a clean and sanitary condition from commencement to the completion of the works and dismantle and make good disturbed surfaces. The office and closet shall be completed before the Contractor is permitted to commence the works. The Contractor shall make available on the Site as and when required by the "PROJECT MANAGER" a modern and accurate level together with levelling staff, ranging rods and 50 metre metallic or linen tape.</p> <p>C</p> <p>WATER AND ELECTRICITY SUPPLY FOR THE WORKS</p> <p>The Contractor shall provide at his own risk and cost all necessary water, electric light and power required for use in the works. The Contractor must make his own arrangements for connection to the nearest suitable water main and for metering the water used. He must also provide temporary tanks and meters as required at his own cost and clear away when no longer required and make good on completion to the entire satisfaction of the PROJECT MANAGER . The Contractor shall pay all charges in connection herewith. No guarantee is given or implied that sufficient water will be available from mains and the Contractor must make his own arrangements for augmenting this supply at his own cost. Nominated Sub--contractors are to be made liable for the cost of any water or electric current used and for any installation provided especially for their own use.</p> <p>D</p> <p>SANITATION OF THE WORKS</p> <p>The Sanitation of the works shall be arranged and maintained by the Contractor to the satisfaction of the Government and/or Local Authorities, Labour Department and the PROJECT MANAGER</p>		
	<i>Carried to collection</i>	

ITEM	DESCRIPTION	
<p>A</p>	<p>SUPERVISION AND WORKING HOURS</p> <p>The works shall be executed under the direction and to the entire satisfaction in all respects of the PROJECT MANAGER who shall at all times during normal working hours have access to the works and to the yards and workshops of the Contractor and sub-Contractors or other places where work is being prepared for the contract.</p>	
<p>B</p>	<p>PROVISIONAL SUMS.</p> <p>The term "Provisional Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7(i) of the Standard Method of Measurement. Such sums are net and no addition shall be made to them for</p>	
<p>C</p>	<p>PRIME COST (OR P.C.) SUMS.</p> <p>The term "Prime Cost Sum" or "P.C. Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7 (ii) of the Standard Method of Measurement. Persons or firms nominated by the PROJECT MANAGER to execute work or to provide and fix materials or goods are described herein as Nominated Sub-Contractors. Persons or firms so nominated to supply goods or materials are described herein as Nominated Suppliers.</p>	
<p>D</p>	<p>PROGRESS CHART.</p> <p>The Contractor shall provide within two weeks of Possession of Site and in agreement with the PROJECT MANAGER a Progress Chart for the whole of the works including the works of Nominated Sub-Contractors ; one copy to be handed to the PROJECT MANAGER and a further copy to be retained on Site. Progress to be recorded and chart to be amended as necessary as the work proceeds.</p>	
<p>E</p>	<p>ADJUSTMENT OF P.C. SUMS.</p> <p>In the final account all P.C. Sums shall be deducted and the amount properly expended upon the PROJECT MANAGER'S order in respect of each of them added to the Contract sum. The Contractor shall produce to the PROJECT MANAGER such quotations, invoices or bills, properly receipted, as may be necessary to show the actual details of the sums paid by the Contractor. Items of profit upon P.C. Sums shall be adjusted in the final account pro-rata to the amount paid. Items of "attendance"</p>	
	<p><i>Carried to collection</i></p>	

ITEM	DESCRIPTION	
<p>A</p>	<p>ADJUSTMENT OF P.C. SUMS. Ctd.....</p> <p>Should the Contractor be permitted to tender and his tender be accepted of any work for which a P.C. Sum is included in these Bill of Quantities profit and attendance will be allowed at the same rate as it would be if the work were executed by a Nominated Sub-Contractor.</p>	
<p>B</p>	<p>ADJUSTMENT OF PROVISIONAL SUMS.</p> <p>In the final account all Provisional Sums shall be deducted and the value of the work properly executed in respect of them upon the PROJECT MANAGER's order added to the Contract Sum. Such work shall be valued as described for Variations, but should any part of the work be executed by a Nominated Sub-Contractor, the value of such work or articles for the work to be supplied by a Nominated Supplier, the value of such work or articles shall be treated as a P.C. Sum and profit and attendance comparable to that contained in the priced Bills of Quantities for similar items added.</p>	
<p>C</p>	<p>NOMINATED SUB-CONTRACTORS</p> <p>When any work is ordered by the PROJECT MANAGER to be executed by nominated sub-contractors, the Contractor shall enter into sub-contracts and shall thereafter be responsible for such sub-contractors in every respect. Unless otherwise described the Contractor is to provide for such Sub-Contractors any or all of the facilities described in these Preliminaries. The Contractor should price for these with the nominated Sub-contract Contractor's work concerned in the P.C. Sums under the description "add for Attendance".</p>	
<p>D</p>	<p>DIRECT CONTRACTS</p> <p>Notwithstanding the foregoing conditions, the Government reserves the right to place a "Direct Contract" for any goods or services required in the works which are covered by a P.C. Sum in the Bills of Quantities and to pay for the same direct. In any such instances, profit relative to the P.C. Sum the priced Bills of Quantities will be adjusted as described for P.C. Sums and allowed.</p>	
	<p><i>Carried to collection</i></p>	

ITEM	DESCRIPTION	
A	<p data-bbox="256 107 1003 138">ATTENDANCE UPON OTHER TRADESMEN, ETC.</p> <p data-bbox="256 191 1273 506">The Contractor shall allow for the attendance of trade upon trade and shall afford any tradesmen or other persons employed for the execution of any work not included in this Contract every facility for carrying out their work and also for use of his ordinary scaffolding. The Contractor, however, shall not be required to erect any special scaffolding for them. The Contractor shall perform such cutting away for and making good after the work of such tradesmen or persons as may be ordered by the PROJECT MANAGER and the work will be measured and paid for to the extent executed at rates provided in these Bills.</p> <p data-bbox="185 558 448 590">B INSURANCE</p> <p data-bbox="256 600 1289 957">The Contractor shall insure as required in Clause 30 of the Conditions of Contract. No payment on account of the work executed will be made to the Contractor until he has satisfied the PROJECT MANAGER either by production of an Insurance Policy or and Insurance Certificate that the provision of the foregoing Insurance Clauses have been complied with in all respects. Thereafter the PROJECT MANAGER shall from time to time ascertain that premiums are duly paid up by the Contractor who shall if called upon to do so, produce the receipted premium renewals for the PROJECT MANAGER's inspection.</p> <p data-bbox="185 999 597 1031">C PROVISIONAL WORK</p> <p data-bbox="256 1083 1289 1482">All work described as "Provisional" in these Bills of Quantities is subject to remeasurement in order to ascertain the actual quantity executed for which payment will be made. All "Provisional" and other work liable to adjustment under this Contract shall left uncovered for a reasonable time to allow all measurements needed for such adjustment to be taken by the PROJECT MANAGER Immediately the work is ready for measuring, the Contractor shall give notice to the PROJECT MANAGER. If the Contractor makes default in these respects he shall if the PROJECT MANAGER so directs uncover the work to enable all measurements to be taken and afterwards reinstate at his own expense.</p> <p data-bbox="185 1514 889 1545">D ALTERATIONS TO BILLS, PRICING, ETC.</p> <p data-bbox="256 1556 1273 1871">Any unauthorised alteration or qualification made to the text of the Bills of Quantities may cause the Tender to be disqualified and will in any case be ignored. The Contractor shall be deemed to have made allowance in his prices generally to cover any items against which no price has been inserted in the priced Bills of Quantities. All items of measured work shall be priced in detail and the Tenders containing Lump Sums to cover trades or groups of work must be broken down to show the price of each item before they will be accepted.</p>	
	<i>Carried to collection</i>	

ITEM	DESCRIPTION	
<p>A</p>	<p>BLASTING OPERATIONS</p> <p>Blasting will only be allowed with the express permission of the PROJECT MANAGER in writing. All blasting operations shall be carried out at the Contractor's sole risk and cost in accordance with any Government regulations in force for the time being, and any special regulations laid down by the PROJECT MANAGER governing the use and storage of explosives.</p>	
<p>B</p>	<p>MATERIALS ARISING FROM EXCAVATIONS</p> <p>Materials of any kind obtained from the excavations shall be the property of the Government. Unless the PROJECT MANAGER directs otherwise such materials shall be dealt with as provided in the Contract. Such materials shall only be used in the works, in substitution of materials which the Contractor would otherwise have had to supply with the written permission of the PROJECT MANAGER Should such permission be given, the Contractor shall make due allowance for the value of the materials so used at a price to be agreed.</p>	
<p>C</p>	<p>PROTECTION OF THE WORKS.</p> <p>Provide protection of the whole of the works contained in the Bills of Quantities, including casing , casing up, covering or such other means as may be necessary to avoid damage to the satisfaction of the PROJECT MANAGER and remove such protection when no longer required and make good any damage which may nevertheless have been done at completion free of cost to the Government.</p>	
<p>D</p>	<p>REMOVAL OF RUBBISH ETC.</p> <p>Removal of rubbish and debris from the Buildings and site as it accumulates and at the completion of the works and remove all plant, scaffolding and unused materials at completion.</p>	
<p>E</p>	<p>WORKS TO BE DELIVERED UP CLEAN</p> <p>Clean and flush all gutters, rainwater and waste pipes, manholes and drains, wash (except where such treatment might cause damage) and clean all floors, sanitary fittings, glass inside and outside and any other parts of the works and remove all marks, blemishes, stains and defects from joinery, fittings and decorated surfaces generally, polish door furniture and bright parts of metalwork and leave the whole of the buildings watertight, clean, perfect and fit for occupation to the approval of the PROJECT MANAGER</p>	
	<p><i>Carried to collection</i></p>	

ITEM	DESCRIPTION	
<p>A.</p>	<p>GENERAL SPECIFICATION.</p> <p>For the full description of materials and workmanship, method of execution of the work and notes for pricing, the Contractor is referred to the Ministry of Roads, Public Works and Housing General Specification dated 1976 or any subsequent revision thereof which is issued as a separate document, and which shall be allowed in all respects unless it conflicts with the General Preliminaries, Trade Preambles or other items in these Bills of Quantities.</p>	
<p>B.</p>	<p>TRAINING LEVY</p> <p>The Contractor's attention is drawn to legal notice No. 237 of October, 1971, which requires payment by the Contractor of a Training Levy at the rate of 1/4 % of the Contract sum on all contracts of more than Kshs. 50,000.00 in value.</p>	
<p>C.</p>	<p>MATERIALS ON SITE</p> <p>All materials for incorporation in the works must be stored on or adjacent to the site before payment is effected unless specifically exempted by the PROJECT MANAGER. This includes the materials of the Main Contractor, Nominated Sub-Contractors and Nominated Suppliers.</p>	
<p>D.</p>	<p>HOARDING</p> <p>The Contractor shall enclose all the site under construction with a hoarding 2400 mm high consisting of iron sheets gauge 30 on 100 x 50 mm 2nd grade treated sawn cypress timber posts firmly secured at 1800 mm centres with two 75 x 50 mm 2nd grade treated sawn cypress timber rails. The Contractor is in addition required to take all precautions necessary for the safe custody of the works, materials, plant, public and Employer's property on the site.</p>	
<p>E.</p>	<p>CONTRACTOR'S SUPERINTENDENCE/SITE AGENT</p> <p>The Contractor shall constantly keep on the works a literate English speaking Agent or Representative, competent and experienced in the kind of work involved who shall give his whole experience in the kind of work involved and shall give his whole time to the superintendence of the works. Such Agent or Representative shall receive on behalf of the Contractor all directions and instructions from the Project Manager and such directions shall be deemed to have been given to the Contractor in accordance with the Conditions of Contract.</p>	
	<p><i>Carried to collection</i></p>	

ITEM	DESCRIPTION	
	<p style="text-align: center;"><u>COLLECTION</u></p> <p>Brought Forward From Page GP/ 1</p> <p>Brought Forward From Page GP/ 2</p> <p>Brought Forward From Page GP/ 3</p> <p>Brought Forward From Page GP/ 4</p> <p>Brought Forward From Page GP/ 5</p> <p>Brought Forward From Page GP/ 6</p> <p>Brought Forward From Page GP/ 7</p> <p>Brought Forward From Page GP/ 8</p> <p>Brought Forward From Page GP/ 9</p> <p>Brought Forward From Page GP/ 10</p> <p>Brought Forward From Page GP/ 11</p> <p>Brought Forward From Page GP/ 12</p>	
	TOTAL FOR GENERAL PRELIMINARIES CARRIED TO SUMMARY OF PRELIMINARIES	

MEASURED WORKS

PROPOSED OFFICE PARTITIONING WORKS FOR
NIFCA AT KASNEB TOWERS,NAIROBI.

ITEM	DESCRIPTION	QTY	UNIT	RATE	K.SHS
	<u>MEASURED WORKS</u>				
	<u>NEW WORKS</u>				
	<u>FLOOR FINISH</u>				
	<u>Beds and Backings</u>				
A	30mm thick cement and sand backing (1:4); to receive carpet floor finish (m/s) to concrete floors level; internal	567	sm		
	<u>Approved; Premium quality; imported; non-slip; Polished Granito floor tiles to regular or other approved pattern; bedding and jointing in cement sand (1:4) mortar; grouting with matching cement</u>				
B	10mm Thick to Floors level; internal	302	sm		
C	Skirtings; 100mm wide with rounded junction with wall finish and coved junction with floor finish	238	lm		
D	Supply and Fix 500x500x6mmthick or any other approved carpet tiles to regular or other approved pattern with approved fixing adhesive	265	sm		
E	Wrot Hardwood Skirtings; 150 x 25mm with rounded junction with wall finish and coved junction with floor finish	183	lm		
<i>Carried to Collection</i>					

PROPOSED OFFICE PARTITIONING WORKS FOR
NIFCA AT KASNEB TOWERS, NAIROBI.

ITEM	DESCRIPTION	QTY	UNIT	RATE	K.SHS
	<u>PARTITIONS</u>				
	<u>Gypsum Wall Partitions</u>				
A	Supply, assemble and fix gypsum board partitions in panels consisting of steel studs at 600mm centers both ways with syrofoam infill; rawl bolted onto concrete floors, infilled with 12.5mm thick gypsum boards on both sides and 6mm thick glazing and permanent louvre ventilation; all including appropriate fixing brackets and all other accessories; all in accordance with the manufacturer's recommendation; as per the Project Architect's details	224	sm		
B	Prepare and apply one undercoat and two finishing coats of special effect duotone paint as "CROWN PAINT"; to gypsum wall surfaces; internal	448	sm		
	<u>Wrot Mahogany framed Decorative frames and framings</u>				
C	100 x 50 mm	68	lm		
	<u>Aluminium Partitions</u>				
	<u>The following in partitions comprising 6mm thick patterned glazing in aluminium framing and glazing approximately 3000mm from finished floor level;</u>				
D	100 x 76 x 1.2mm thick anodised powder coated aluminium framing; base piece, screwed to timber bearer (m/s) at bottom and top grooved to receive MDF boarding (m/s)	148	lm		
E	76 x 44 x 1.2mm thick anodised powder coated aluminium framing; horizontal middle piece grooved to approval at both top and bottom to receive glazing and MDF boarding respectively (m/s)	148	lm		
F	Ditto grooved to approval at both top and bottom to receive glazing (m/s)	148	lm		
G	76 x 44 x 1.2mm thick anodised powder coated aluminium framing; horizontal top piece grooved to approval at bottom to receive glazing (m/s) plugged and screwed to concrete backgrounds	148	lm		
H	76 x 44 x 1.2mm thick anodised powder coated aluminium framing; vertical piece grooved to approval at both sides to receive MDF (m/s) Aluminium louvres including glazing; fixed to skirting, middle and top piece (m/s)	116	lm		
J	Ditto but to receive glazing (m/s) fixed to skirting, middle and top piece (m/s)	94	lm		
K	76 x 74x 2.1mm thick anodised powder coated aluminium framing; vertical corner and entrance piece to approval	88	lm		
<i>Carried to Collection</i>					

PROPOSED OFFICE PARTITIONING WORKS FOR
NIFCA AT KASNEB TOWERS,NAIROBI.

ITEM	DESCRIPTION	QTY	UNIT	RATE	K.SHS
	<u>Aluminium Partitions (Cont'd)</u>				
	<u>Aluminium skirtings</u>				
A	3mm Thick x 75mm high skirtings screwed to 75x50mm thick base member with and including screws	148	lm		
	<u>Aluminium bidings</u>				
B	43 x 20 x 1.6mm thick biding member riveted to aluminium hollow section frames to glass (m/s)	192	lm		
C	27.5 x 17.25 x 1.5mm thick bidding to glass (m/s)	108	lm		
D	38 x 38 x 3.5mm thick angle section bidding to glazing (m/s)	148	lm		
	<u>Rubber gasket</u>				
E	25 x 12mm thick approved rubber lining to aluminium framing	128	lm		
	<u>Sundries</u>				
F	45 x 25mm silicon filler applied as directed and to the approval of the Project Manager at the joints between existing ceiling and aluminium top rail	88	lm		
G	Providing, installation and fixing 10 mm thick Tempered Glass partitions with proper machine edge finish in angle & fixed in the Aluminium channel & flushed with the ceiling. Glass panels to be formed as per approved modules 10 mm thick clear tempered glass edge polished and accurate designed holes to be installed by means of steel angle or spider fittings of an approved make . (m/s)	92	sm		
H	Supply and fix one-way stripped films (as per sample to be approved on site) and as directed by the Project Manager	92	sm		
	<u>TO EXISTING WINDOWS</u>				
	<u>Heavy Duty Executive Window Blinds</u>				
J	Supply and fix high quality executive window blinds; horizontal slate blinds each size 125mm wide x 210mm Thick; including netting and all fixing accessories; to general glazed window surfaces; as per samples approved by the Project Architect	160	sm		
<i>Carried to Collection</i>					

PROPOSED OFFICE PARTITIONING WORKS FOR
NIFCA AT KASNEB TOWERS,NAIROBI.

ITEM	DESCRIPTION	QTY	UNIT	RATE	K.SHS
	<u>CEILING FINISH</u>				
	<u>Gypsum Ceiling Finish</u>				
	<u>Suspended moulded decorative gypsum plasterboard ceiling: taped and filled joints : on and including metal grid system: including all cutting and trimming to light fittings:</u>				
A	Horizontal ceiling lining; internal	265	sm		
B	100 x 100 mm decorative polystyrene cornice <u>Suspended accoustic ceiling; taped and filled joints; on and including metal grid system; including all cutting and trimming to light fittings:</u>	183	lm		
C	600 x 600mm perforated gypsum panels or any other equal and approved; as suspended accoustic ceiling; including all the necessary aluminium suspended framing and branderings, panels suspension hangers, flush jointing and trap doors	302	sm		
D	Extra standard panels with recess chrome light fitting (m/s) <u>Internal Wall Finishes</u> <u>Painting & Decoration Works to Existing Masonry Walls</u>	32	no		
E	Prepare and apply one undercoat and two finishing coats of first quality silk vinyl plastic emulsion paint; to plastered wall surfaces; beams; column; surfaces; internal	200	sm		
	<u>Tile, Slab or Block Finishings</u>				
	<u>Approved ceramic tiles to B.S. 1281; local; white glazed wall tiles to regular or approved other pattern; bedding and jointing in cement sand (1:4) mortar, grouting with white cement</u>				
G	6mm thick; butt joints straight both ways; to cement sand base (m/s) to walls internal	84	sm		
	<u>Beds or Backings</u>				
	<u>Render; cement and sand (1:3)</u>				
H	14mm thick one coat backings; wood floated to receive ceramic tiles (m/s) to concrete or blockwork base; to walls internal	42	sm		
<i>Carried to Collection</i>					

PROPOSED OFFICE PARTITIONING WORKS FOR
NIFCA AT KASNEB TOWERS, NAIROBI.

ITEM	DESCRIPTION	QTY	UNIT	RATE	K.SHS
	<u>DOORS</u>				
	<u>12mm thick frameless door</u>				
A	Overall size 900mm x 2400mm high door complete with all necessary ironmongery, decorative film fixed to glass to Architect's detail, approved aluminium push/pull handles, approved locking system to manufacturers specifications all hung on approved specialised stainless steel floor spring hinges.	5	no		
	<u>Mahogany Panelled Door to Boardroom Area</u>				
	<u>50mm thick mahogany panelled door faced both sides with mahogany veneer and hardwood lipped all round in:</u>				
B	Overall single-door size 1800 x 2400 mm high	6	no		
C	Overall single-door size 900 x 2400 mm high <u>Flush Doors</u>	10	no		
	<u>45mm Thick solid core flush doors to B.S 459: part 2 Mahogany veneered both sides</u>				
D	Overall single-door size 900 x 2400 mm high	1	no		
	<u>Wrot Mahogany framed frames and framings</u>				
E	150 x 50 mm; 2 No. labours; plugged door frame	188	lm		
F	40x 35 mm moulded architrave	188	lm		
G	25 x 25mm moulded quadrants <u>Iron mongery</u>	188	lm		
	<u>Supply and fix the following to UNION catalogue or other equal and approved</u>				
	<u>To softwood, hardwood or the like fixing with screws</u>				
H	Five lever mortice lock complete with set lever aluminium handle furniture	17	No.		
J	100mm steel butt hinges	62	prs		
	<u>To concrete or blockwork; fixing with bolts; plugging</u>				
K	Rubber door stop complete with 38 mm rawl bolt	35	No.		
L	Supply and fix door closer with cover REF N 8834SR <u>Painting and Decoration</u>	22	no		
	<u>Prepare and apply three coats of premium quality clear varnish as to:</u>				
M	Timber surfaces; internally and externally	100	sm		
<i>Carried to Collection</i>					

PROPOSED OFFICE PARTITIONING WORKS FOR
NIFCA AT KASNEB TOWERS, NAIROBI.

ITEM	DESCRIPTION	QTY	UNIT	RATE	K.SHS
	<u>RECEPTION COUNTER</u>				
	<u>Supply and fix 20 mm thick granite counter top with bull nosed edges; on and including 25 mm thick blockboard fixed on 25x25 mm RHS supports; as detailed: allow for cutting holes for all grommets and supply of pvc grommets to approval</u>				
A	1045 x 3500 mm long counter top	2	no		
B	125 x 3500 mm long fascia	2	no		
C	50 x 3500 mm long fascia	2	no		
	<u>Gypsum Cladding</u>				
D	Gypsum cladding; around Reception counter; fixed onto blockboard surfaces; including necessary timber backing and fixing accessories; as Project Architect's specifications	8	sm		
E	3mx20cmx20mm thick dark mahogany Fluted wood pannels fixed to blockboard surfaces;	8	sm		
F	MDF drawer unit pedestal with 3No drawers: each drawer overall size 300 x 150 x 500 mm deep: complete with proprietary metal rollers, union lock and drawer handle; 20x50 mm softwood drawer stopper: prepare and apply three coats of gloss paint	2	no		
G	Teller paper tray size 340 x 500 x 280mm: in 20mm MDF board; ditto	2	no		
H	12mm Thick MDF modesty panel; fixed with aluminium bearer to sides of desktop; spray paint three coats of automotive paint; to Architects approval	2	no		
J	Supply and fix cabinets; as pigeon holes; overall size 450mm long x 300mm wide x 1500mm high; in 50 x 50mm wrot camphor framing, 20mm Thick blockboard divisions/sides and shelves and all the necessary iron-mongery and fixing accessories; as per client's specifications	2	no		
<i>Carried to Collection</i>					

PROPOSED OFFICE PARTITIONING WORKS FOR
NIFCA AT KASNEB TOWERS,NAIROBI.

ITEM	DESCRIPTION	QTY	UNIT	RATE	K.SHS
	<u>FITTED FIXTURES</u>				
	<u>Concrete plinths; including all necessary formworkwork to edges</u>				
A	100mm thick mass concrete class 1:3:6 plinths	14	sm		
	<u>IN-BUILT KITCHEN CABINETS</u>				
	<u>Vanity Tops</u>				
	<u>Low level vanity cupboard units : comprising 100mm thick mass concrete class 1:3:6 plinths (m.s.) : 25mm thick blockboard worktop base : 20mm thick granite tile finish to top : 25mm thick veneered laminated blockborad to doors, exposed sides, shelving and partitions : complete with union cupboard locks to doors, ball catches, door handles and all other ironmongery: to Architects detail : hardwood framing and beadings as necessary : prepare and apply varnish to all exposed hardwood and veneer surfaces : all to Architects approval : as shown on architect's details, as described</u>				
B	Size 2400mm long x 500mm wide x 900mm high	7	sm		
C	Ditto; kitchen	4	sm		
D	Kitchen vanity comprising of 25mm block board backing and 25mm granite top and fascia 630mm deep x 7000mm long top:	2	no		
E	Supply and fix 20 mm thick granite counter top with bull nosed edges; on and including 25 mm thick blockboard fixed on 25x25 mm RHS supports; as detailed: allow for cutting holes for all grommets and supply of pvc grommets to approval	1	no		
<i>Carried to Collection</i>					

PROPOSED OFFICE PARTITIONING WORKS FOR
NIFCA AT KASNEB TOWERS,NAIROBI.

ITEM	DESCRIPTION	QTY	UNIT	RATE	K.SHS
	<u>COLLECTION</u>				
	From page MW / 1				
	From page MW / 2				
	From pege MW / 3				
	From page MW / 4				
	From page MW / 5				
	From page MW / 6				
	From page MW / 7				
	TOTAL FOR MEASURED WORKS CARRIED TO GRAND SUMMARY				

MECHANICAL WORKS

8TH FLOOR PROPOSED OFFICE PARTITIONING WORKS FOR NAIROBI INTERNATIONAL FINANCIAL CENTRE (NIFC) SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF MECHANICAL VENTILATION, AIR CONDITIONING SYSTEMS, PLUMBING, DRAINAGE, SANITARY FITTINGS AND FIRE PROTECTION SERVICES AT KASNEB TOWERS OFF HOSPITAL ROAD

MECHANICAL INSTALLATIONS WORKS

ITEM	DESCRIPTION	UNIT	QTY.	AMOUNT
				Kshs
	<u>Supply, deliver, install, test and commission the following equipment as described:-</u>			
	<u>INSTALLATION OF DUCTING SYSTEM</u>			
A	Supply, deliver and install new Extract Grilles and Supply Grilles measuring 500mm X 500mm For Mechanical ventilation Works	No.	8	
	Ductwork			
B	Ductwork 0.6mm (24G) thick as PAL Ductwork for ducts less than 600mm complete with bends, transformation pieces, offsets, branch duct take offs, flanges, hangers, supports, sleeves, flexible connections, access doors, test holes with plugs, stiffeners, expanders, reducers, turning vanes etc and any other for completion.	SM	190	
	Air transfer grilles			
C	300 x 600 mm wide transfer air grilles as Waterloo type DVC or equal and approved.	38	No.	
	Electrical Works			
D	Allow for associated electrical works for the above extract fans, the fans shall be a motion sensor operated with a 15minutes delay time. to produce vertical or horizontal diffusion. Ref:MC/LD/150, or equal approved equivalent.	1	Item	
		No	1	
	<u>INSTALLATION OF NEW VRV/F AIR CONDITIONING SYSTEMS</u>			
	<u>Ducted Indoor Ceiling Mounted Air Conditioning units</u>			
A	High Static Ducted Ceiling mounted indoor air Conditioners complete with direct Expansion Unit, room thermometer and Infrared remoted control device. Three fan speeds even air distribution, easily cleanable reusable filters, drain pan, direct expansion cooling coil with copper tubes and aluminium fins, anti-vibration mountings for fans and the unit, refrigeration pipework and circuit panel control with LED, Automatic shut off, filter-drier and sight glass, of a cooling load 18,000Btu/hr (5.28KW) operating on R 410A. The unit shall be such that if the power supply goes off, it will restart automatically after power is restored. The Unit shall be as "LG ARNU18GTQC2" suitable for ceiling mounting installation or equal and approved.	No	4	
	<u>Ducted Indoor Ceiling Mounted Air Conditioning units</u>			
B	High Static Ducted Ceiling mounted indoor air Conditioners complete with direct Expansion Unit, room thermometer and Infrared remoted control device. Three fan speeds even air distribution, easily cleanable reusable filters, drain pan, direct expansion cooling coil with copper tubes and aluminium fins, anti-vibration mountings for fans and the unit, refrigeration pipework and circuit panel control with LED, Automatic shut off, filter-drier and sight glass, of a cooling load 24,000Btu/hr (6.19KW) operating on R 410A.			

The unit shall be such that if the power supply goes off,
it will restart automatically after power is restored.

The Unit shall be as "LG ARNU24TPC4" suitable for ceiling mounting
installation or equal and approved.

No 6

<u>Air Cooled Outdoor Unit</u>					
C	VRV/F system Outdoor heat pump Inverter Cooling Systems shall be suitable for operation on R410A refrigerant and of cooling/heating capacity Load 120,000BTU/Hr (35.48) kW of LG MULT V III, Model or equal and approved. Unit to be complete with mounting brackets, anti vibration	No	2		
	Controls				
D	Allow for the controls of the Variable Air Cooled Condensing Units including wiring, connectors, terminal block, etc	Item	10		
	Mounting Support				
E	Allow for suitable ceiling mounting supports for the above Indoor units and wall brackets suitable for outdoor condensing units	Item	20		
	Refrigeration Pipework				
F	6.35 mm (1/4") diameter high quality copper refrigeration pipework including pipework fittings, isolating valves, holderbats, trays, etc	LM	95		
G	9.52 mm (3/8") diameter ditto	LM	78		
H	12.7 mm (1/2") diameter ditto	LM	112		
I	15.88 mm (5/8") diameter ditto	LM	125		
J	19.05 mm (3/4") diameter ditto	LM	114		
K	22.2 mm (7/8") diameter ditto	LM	117		
L	28.58 mm (1 1/8") diameter ditto	LM	98		
M	34.9 mm (1 3/8") diameter ditto	LM	101		
	Refrigeration Pipework Insulation				
N	25 mm Armaflex insulation for suction refrigerant pipe complete with Gauge 20 Aluminium cladding	LM	126		
	Drainage Pipework				
O	40 mm diameter Class 41 uPVC condensate pipe	LM	60		
P	40 mm diameter class 41 Equal Tee	No	6		
Q	40 mm diameter Class 41 uPVC Sweep bend	No	6		
R	100 x40 mm diameter boss connector.	No	1		
SUB TOTAL FOR AIR CONDITIONING WORKS					-
					-

Item	Description	Qty	Unit	Rate (Kshs)	Amount (Kshs)
Total Carried Forward from Previous Page					-
Project Stationery					
A	1 TB portable harddisk (SSD)	4	No.		
B	Letter head quality paper, Blue, 500 Sheets as Classic or Conqueror or approved equivalent.	5	No.		
C	Color Hp Laser Jet Pro MFP M277dw printer	1	No.		
D	Toner Cartridge as Hp Laser Jet Pro M277dw	8	No.		
E	Letter head quality paper, size A4, 80g/cm3, Green, 500 sheets	5	No.		
F	Letter head quality paper, size A4, 80g/cm3, White. 500 sheets	20	No.		
G	Letter head quality paper, size A3, 80g/cm3, White. 500 sheets	20	No.		
H	50mm diameter CPVC bend	10	No		
I	50mm diameter gate valve	2	No		
J	50mm diameter non-return valve	2	No		
Testing and Commissioning					
K	Allow for testing & commissioning of drainage installations	1	Item		
Total Carried Forward to Next Page					-

It	Description	Qty	Unit	Rate (Kshs)	Amount (Kshs)
Total Carried from Previous Page					-
Testing and Commissioning					
A	Allow for testing and commissioning of the air conditioning installations to the satisfaction of the Engineer.	1	ITEM		
Mounting Brackets					
B	Mounting brackets for the outdoor unit complete with a cage and provided with purpose -made protective steel iron angle frame and all other anchoring accessories including rawl bolts and anti-vibration rubber mounting to Engineer's approval	6	Item		
Wall mounted wired remote controller					
C	Fully wired wall mounted remote controller panel, wiring and conduit works including but not limited to interconnecting cable between the outdoor and indoor units	6	No		
D	Allow for Profit and attendance of the above	1	item		
Trunking					
E	75x50mm approved PVC trunking for the concealing the refrigerant pipework	30	Lm		
F	Testing and Commissioning	1	ITEM		
Total For Air Conditioning & Mechanical Ventilation Carried Forward to Summary Page					

Item	Description	Qty	Unit	Rate (Kshs)	Cost (Kshs)
SANITARY APPLIANCES					
A	<p>Supply, deliver, install, test and commission the following sanitary appliances complete with all the accessories including all connections to the services, waste, jointing to water supply overflows, supports and all plugging and screwing to walls and floors.</p> <p>(i) All sanitary fittings shall be in approved colour.</p> <p>(ii) The Model and Ref No. indicated is only a guide to the type and duality of fittings</p> <p>(iii) Equivalent and Approved models may be acceptable</p> <p>Water closet suite</p> <p>Duravit Close-coupled WC suite with '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 inlet ball valve, 20mm diameter side overflow, plastic flush bend, dual flush system, inletconnection, chrome-plated flush button and heavy plastic seat and cover with metal top fixed (chrome plated) hinges. All to be as Duravit D-Code (Horizontal outlet) CAT No. 2111090000 water closet or equal and</p>	1	No		
Total Carried Forward to next page					

Mechanical Works-Sanitary Fittings

Item	Description	Qty	Unit	Rate (Kshs)	Cost (Kshs)
	Total Carried Forward from previous page				0.00
A	Instant shower heater Instant electric shower head heater with embedded rod type sheathed element. Electrically insulated with electronic temperature control complete with wide rose and overflow to withstand a working pressure of upto 400kpa. It shall have a heating capacity of about 5.5kw and complete with extension shower arm and 4mm ² electric supply cable to neon lit DP switch, all to be as "Lorenzetti" or equal and approved	1	No		
B	Wash hand basin (WHB) - Countertop COUNTERTOP WASH HAND BASIN SIZE 575 X 420MM with one tap hole, 32mm diameter chrome plated chain waste, chain stay hole, and heavy duty chrome plated bottle trap (32mm 'P' trap) with 75mm seal. To be of Duravit D-Code CAT No. 0337540000 countertops washhand basin or equal and approved Delay Push Tap as Vado or approved equivalent	1	No		
C	Kitchen Sink Double bowl, double drainer stainless steel kitchen sink of size 1800 x 600mm as manufactured by ASL . The bowl size to be 430 x 420 x 200mm deep complete with chrome plated 40mm waste fittings, plugs, chain stays, overflow, 1No. 15mm diameter chrome plated sink mixer with over-arm swivel spout as Cobra model 166/04 with carina handles, chrome plated bottle trap with 75mm deep seal and	1	No.		
D	Robe Hook Robe hook in Satin Aluminium to be mounted by concealed screws to wall wedges. To be as Twyford's Spectrum 2000 accessories or equal and approved.	1	No.		
E	Toilet Roll Holder Chrome plated toilet roll holder, the roll holder hook to be 165mm in length as Grohe Atro accessories Cat. No. 40 313 or equal and approved.	1	No.		
Total Carried Forward to Next page					

Mechanical Works-Sanitary Fittings

Item	Description	Q	Unit	Rate (Kshs)	Cost (Kshs)
Total Carried From previous					
A	Toilet Brush and Holder Wall mounted toilet brush holder and brush of approved colour as Twyfords or approved equivalent.	1	No.		
B	Mirror 6mm thick polished plate glass silver backed mirror with bevelled edges, size 610 x 610mm, Plugged and screwed to wall with 4No. chrome plated dome capped screws	1	No.		
C	Flexible Tubing 15mm dia. x 300mm long flexible connectors complete with chrome plated angle valve as Pex	6	No		
D	Hand Driers Automatic stainless steel hand drier, operating on an infra red automatic sensing system with heating element safety cut out complete with a 30 seconds safety timer, pkastic rawl plugs and fixing screws. The hand drier to have a heating capacity of 2.1kW and performance flow rate of 1.25 m ³ /hr @ 2.0 bar	2	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. To be as Mediclinic or equal and approved SHOWER ^{PRO} TURE	2	No		
Total For Sanitary Fittings Carried Forward to Next page					

PLUMBING AND DRAINAGE PIPEWORK

Item	Description	Qty	Unit	Rate (Kshs)	Amount (Kshs)
INTERNAL PLUMBING					
PPR Pipes Supply, deliver and install Polypropylene Random (PP-R) 20 pipework to DIN 8077 with joints, couplings, reducers, tees, adaptors, pipe fixing clips etc all to DIN 16962 and DIN 16928 .Pipe jointing shall be by polyfusion or use of electric coupling. Where pipework is not chased proper anchoring using approved fixtures shall be done. No pipework shall be left exposed to the sun. Rates must allow for all Metal/plastic threaded adaptors where required for the connection of sanitary fixtures, valves, sockets, sliding and fixed joints, support raceways, isolating sheaths, elastic materials, expansion arms and bends, crossovers, couplings, clippings, connectors, joints etc. as required in the running lengths of pipework and also where necessary, for pipe fixing clips, holder bats plugged and screwed for the proper and					
A	25mm diameter pipework	32	Lm		
B	32mm diameter pipework	25	Lm		
C	40mm diameter pipework	22	Lm		

D	50mm diameter pipework	9	Lm	
	Bends			
E	25mm diameter bend	18	No.	
F	32mm diameter bend	21	No.	
G	40mm diameter bend	20	No.	
Total Carried Forward To Next Page				

Plumbing and Drainage

Item	Description	Qty	Unit	Rate (Kshs)	Amount (Kshs)
	Total Carried from Previous Page				-
	Tees				
A	25mm equal tee	21	No.		
B	32mm equal tee	30	No.		
C	40mm equal tee	22	No.		
D	50mm equal tee	8	No.		
E	63mm equal tee	1	No.		
F	75mm equal tee	1	No.		
	Reducers				
H	25 x 20mm diameter reducer	25	No.		
I	32 x 20mm diameter reducer	26	No.		
J	32 x 25mm diameter reducer	19	No.		
K	40 x 25mm diameter reducer	20	No.		
L	40 x 32mm diameter reducer	20	No.		
M	50 x 32mm diameter reducer	16	No.		
N	50 x 40mm diameter reducer	16	No.		
	Male/Female Adapters (Brass threaded)				
O	20mm brass threaded adapter	10	No.		
P	25mm brass threaded adapter	15	No.		
Q	32mm brass threaded adapter	18	No.		
R	40mm brass threaded adapter	12	No.		
	Male/Female Bend (Brass threaded)				
S	25mm brass threaded bend	16	No.		
Total Carried Forward to next page					

Plumbing and Drainage

Item	Description	Qty	Unit	Rate (Kshs)	Amount (Kshs)
Total Carried from Previous Page					-
Threaded Brass Coupling					
A	25mm threaded brass coupling	20	No.		
B	32mm threaded brass coupling	21	No.		
C	40mm threaded brass coupling	16	No.		
D	50mm threaded brass coupling	18	No.		
Valves					
E	25mm gate valve	16	No.		
F	32mm gate valve	25	No.		
G	40mm gate valve	15	No.		
H	50mm gate valve	5	No.		
Unions					
I	25mm diameter pipe union	21	No.		
J	32mm diameter pipe union	10	No.		
K	40mm diameter pipe union	11	No.		
L	50mm diameter pipe union	8	No.		
Pipe Sleeves					
M	100mm diameter heavy duty PVC pipe sleeves for crossing over columns and beams	28	Lm		
Total Carried Forward to next page					

Plumbing and Drainage

Item	Description	Qty	Unit	Rate (Kshs)	Amount (Kshs)
Total Carried from Previous Page					-
Testing and Commissioning					
A	Allow for testing and commissioning of the plumbing and drainage installations to the satisfaction of the Engineer	1	Item		
Total Carried Forward to Plumbing and Drainage Summary					

Item	Description	Qty	Unit	Rate (Kshs)	Amount (Kshs)
	FOUL WATER INTERNAL DRAINAGE				
	FOUL WATER INTERNAL DRAINAGE Supply ,deliver and install the following UPVC, MUPVC, soil and waste systems respectively to B.S 5255 with fittings fixed to Manufactures Printed instructions and manufactured by reputable manufacturers. Tenderers must allow in their pipework prices for all the couplings, clippings, connectors, joints etc. as required in the running lengths of pipework and also where necessary, for pipe fixing clips, holder bats plugged and screwed for the proper and satisfactory				
	MuPVC and uPVC Waste and Soil pipework				
A	100mm diameter heavy gauge grey mUPVC pipe	19	Lm		
B	50mm diameter waste pipe	18	Lm		
C	40mm diameter waste pipe	18	Lm		
D	32mm diameter waste pipe	18	Lm		
	Bends				
E	100mm diameter sweep bend	13	No.		
F	50mm diameter sweep bend	15	No.		
G	40mm diameter sweep bend	8	No.		
H	32mm diameter sweep bend	5	No.		
	Tees				
I	100mm diameter sweep tee	16	No.		
J	50mm diameter sweep tee	17	No.		
K	40mm diameter sweep tee	18	No.		
L	32mm diameter sweep tee	15	No.		
	Access Caps				
M	100mm diameter access cap	8	No.		
N	50mm diameter access cap	6	No.		
N	40mm diameter access cap	10	No.		
O	32mm diameter access cap	10	No.		
	Boss Connectors				
P	100 x 50mm diameter boss connector	5	No.		
Q	100 x 40mm diameter boss connector	2	No.		
	Single Branches				
R	100mm diameter Single branch	2	No.		
	WC Connectors				
S	100mm diameter WC connector	2	No.		
	Traps				
T	100 x 50mm diameter floor trap and grating	2	No.		
	Total Carried Forward to Next Page				

Summary For Plumbing and Drainage

MAIN SUMMARY PAGE FOR PLUMBING, DRAINAGE, SANITARY FITTINGS AND FIRE

	Description				Amount
A	Total for SANITARY WORKS				
B	Total for plumbing Works				
C	Total for DRAINAGE WORKS				
	Total Amount for Plumbing and Drainage Carried to Main Summary				

**MAIN SUMMARY PAGE FOR AIR CONDITIONING, MECHANICAL VENTILATION ,
PLUMBING,DRAINAGE, SANITARY FITTINGS AND FIRE PROTECTION SERVICES FOR NIFC
KASNEB TOWERS**

	Description	QTY	Unit	Rate	Amount
A	TOTAL FOR AIR CONDITIONING & MECHANICAL VENTILATION				
B	TOTAL FOR PLUMBING,DRAINAGE, SANITARY FITTINGS & FIRE PROTECTION				
C	ALLOW FOR PROJECT ADMINISTRATION EXPENSES OF KSHS. 800,000/= (KENYA SHILLINGS EIGHT HUNDRED THOUSAND ONLY) FOR MECHANICAL WORKS				800,000.00 -
Total Amount for Mechanical Works Carried to Form of Tender					

Amount in Words:

Tenderer's Name and Stamp:

Sub contract period

Signature: Date:

PIN NO. VAT CERTIFICATE NO.....

Witness: Address:

Signature: Date:

ELECTRICAL WORKS

GENERAL SPECIFICATION FOR ELECTRICAL CONTRACTS

1.1 General

The electrical contractor shall comply with the provisions of the following documents:-

- a) General condition of contract.
- b) Government Electrical specification No 1 and No 2
- c) Electrical power act and the rules made there under.
- d) The current edition of the regulations for the electrical equipment of buildings issued by the institution of electrical engineers of Great Britain (IEE) with Kenya amendments.
- e) Kenya Power & lighting Company Limited Bye-Laws
- f) Supplementary Specifications for P. V. C. I. cable and Non-metallic conduit wiring system.

The documents (a) to (d) may be seen at the Office of the Chief Engineer, Ministry of Transport, Infrastructure, Public Works, Housing and Urban Development, during office hours or any working day. Document(s) is included in the specification. The Contractor shall comply with all the requirements of the Kenya Power and Lighting. The Energy and Petroleum Regulatory Commission (EPRC) and the Communications Commission of Kenya (CCK).

1.2 Scope

The Electrical Contractor shall supply all labour and install, fix, connect, test, label, commission and deliver the electrical work, clean, complete and working every detail as described elsewhere in the specification and any related specification and on the drawings listed in the schedule of the drawing and to the satisfaction of the department Representative (D. R.)

1.3 Drawing

Contract shall be based on the drawing listed in the schedule of drawings given elsewhere in this specification. In the event of any discrepancy arising between this specification and the drawings, the drawings shall be followed. Any such discrepancy should be brought to the immediate attention of the D. R. It shall be noted that the drawings do not purport to show every detail and the Electrical Contractor shall allow for all the fitting, fixing, accessories etc, normally provided and required to form a complete and working installation even where specifically shown on the tender drawings or mentioned in this specification. No deviation or alteration shall be made to the installation shown on the contract drawing for any reason whatsoever without a written approval of the D. R. Any unauthorized deviations or alterations made to the installation, for example, shortening of the cable routes, may be required to be rectified at the expense of the contractor.

a) Working Drawings

The Contractor shall prepare such working drawings as may be necessary for the proper execution of the Contract including conduit layouts and switchgear arrangements. All working drawings shall be submitted for the approval of the D. R. before any work is carried out.

b) As “installed” Drawings

On completion of the work to be carried out under this contract, the electrical Contractor shall submit to the D. R. record of “as installed” drawings. These shall be reproduced in the form of a negative (preferably) plastic film from the original contract drawings which the contractor shall bring up to date with any alteration made during the progress of the work.

The size and scale of any drawings shall generally be the same as the original contract drawing unless otherwise specified by the D. R. On the completion of the drawings they shall be endorsed with the statement. “This drawing is a true and accurate record of the work carried out of” etc and signed by the contractor all as detailed in part 6 of GES No. 1 and No 2 (whichever applies).

The contract will not be considered come to until “as installed” drawings have been produced and accepted by the D. R. (see else Test, Clause 1.10).

1.4 Materials

The Electrical Contractor shall supply all materials required for completion of the electrical installation works detailed in this specification and contract drawings unless otherwise instructed.

The quantity of the equipment appearing on the drawing shall not form the basis of tender (see clause 1.3 (a)). The manufacturer’s catalogue number and trade names are quoted only as a guide to the type and standard of equipment required. Equipment of similar type and standard may be used subject to the prior approval of the D. R. in writing.

1.5 Type of installation

Unless otherwise stated elsewhere in this specification internal electrical installations shall be carried out in PVC single insulated cable enclosed in concealed non-metallic conduit. The plastic conduit shall be high impact grade as manufactured by Egatube limited or equivalent and shall be available for plain (non-threaded) connections.

It shall be installed to system ‘E’ of GES No.1 and the “SUPPLEMENTARY SPESIFICATION FOR P.V.C. 1 CABLE AND NON-METALLIC CONDUIT WIRING SYSTEM” (see Appendix B) . steel boxes having an earth terminal shall be installed at all lighting points, switch positions, socket outlets etc. to facilitate connection of the conductor except where it is intended to have all insulated switches in which case plastic boxes must be used.

Alternatively and where specified steel conduit may be used in which case system ‘c’ or ‘d’ (whichever is appropriate) of Ges No 1 shall apply. The minimum radius of conduit and the maximum capacity of conduits as laid down in the current edition of the IEE Regulations shall not be exceeded.

1.6 Underground cables

Unless otherwise stated, underground cables shall be copper of the PVC SWA PVC type having a rating appropriate to the system voltage. It shall be installed in accordance with Ges No.2 particular attention shall be paid to trenching with regard to depth (21 inches in open ground, 2.33 inches under roadways) sifting of soil (3 inches below, 2 inches above) and laying of cable tiles which should be continues and without gaps between.

There passing. Under roadways dusting shall be provided as specified. After laying of cables and tiling, but before back-filling, the Contract shall send the D. R. to the site to inspect the work. No trench shall be back-filled without the approval of the D.R. and failure to do so sub-contractor. Cable tiles shall be to the standard designed. Cables shall be "shaked" along their route to allow for ground subsidence or settlement and a 2% allowance shall be added to the measured route length. All cables measurements shall be deemed to include this allowance. Aluminum cables shall only be allowed where specifically called for or on the written authority of the D. R. Special care shall be taken when terminating aluminum conductors. Conductors to be terminated in a pillar type shall be mechanically swaged and fitted with a phosphor bronze sleeve whilst those to be terminated with lugs shall have this fitted with a purpose made compression tool. No deviations from the cable routes shown on the contract drawings shall be made for economy or for any other reason without a written approval of the D. R. Cable markers of the standard design shall be installed where shown on the drawings. After installation, cables shall be tested in accordance with E. E. S. No. 2 and the results recorded (see clause 1.1)

1.7 Earthing and Bonding

Earthing and bonding shall be carried out to the requirements of the I. E. E. regulations and Ges 1 and 2. An earth electrode system shall be installed at the point adjacent to the main supply intake and at every building served by the external distribution system. Each earth electrode shall be a 12mm diameter copper rod driven to a depth of 1300mm. In rocky soil conditions where this depth is difficult to obtain the Contractor shall obtain the written approval from the D. R. for an alternative earth electrode system. The electrode shall be connected via a green PVC insulated copper cable to an earth terminal adjacent to the incoming supply to which all cable armouring, conduit, trunking, switch gear etc. Shall be bonded, together with all other metallic incoming services e.g water, gas, etc. Provision shall be made for connection with the neutral of the incoming supply. Where P. M. E. is approved and after the supply authority has made its connection the electrical Contractor shall similarly connect the neutral of each distributor main to earth at its remote and under the supervision of the D. R. The bonding of other services or connections of neutral to earth shall be made after satisfactory completion of earth continuity and line earth loop impedance tests.

Provision shall be made for connection with the neutral of the incoming supply. Where P. M. E. is approved and after the supply authority has made its connection the electrical Contractor shall similarly connect the neutral of each distributor main to earth at its remote and under the supervision of the D. R. The bonding of other services or connections of neutral to earth shall be made after satisfactory completion of earth continuity and line earth loop impedance tests.

Test of the resistance to earth of each electrode system shall also be carried out and the results recorded (see clause 1.3). The maximum reading shall not exceed that laid down by Kenya Power and Lighting Co. Ltd. and in any case shall not exceed 10 ohms. Means shall be provided, e.g by means of a test clamp, to isolate the electrode from the system for periodic testing.

Internal earthing and bonding shall comply with the current edition of the I. E. E. regulations except that insulated switches and lighting fittings need not be earthed from a safety aspect.

Certain fittings however, may require to be earthed to effect proper operation. All cable glands for steel wire armoured underground type cable, wherever installed shall be fitted with approved earthing washer having a tag for the connection of an earth lead. Every such washer installed shall be connected by an insulated earthing or washers on the adjacent switch gear or other equipment.

1.8 Earth Leakage Circuit Breakers

Earth leakage circuit breakers shall be installed wherever indicated on the drawings and wherever required by technical instructor No. 69, i.e, wherever a socket outlet is placed within two meters of a sink irrespective of the type of building involved. They shall preferably be installed as to control only the ring main or radial circuit of the socket(s) or other outlets requiring such protection. They shall be of the high sensitivity type, i.e they will trip in 30ms for a leakage current of 30mA and shall be of a type not requiring a main supply to operate the trip mechanism under gault conditions such as the electro-stop sp 2 model or the siemens 30mA model. The current rating shall be appropriate to the circuit in which they are to be installed. Where they are to use to provide over-current and short circuit protection they shall be suitable for this purpose e.g as the electro stop model.

1.9 Switchboard / Low voltage board

Main switchboards shall be either be the cubicle type e.g (as English Electric Maniform) or of the composite type having a sub-bar chamber and switch fuses of the MEM type as shown on the contract drawings. In either case they shall have separate chamber(s) to accommodate the Kenya Power & Lighting Co. Incoming service cable, current transformers, meters and all other such equipment, ammeters, voltmeters and other instruments shall be installed where specified. Sub-main switchboards and distribution centres shall be as above without provision for metering etc.

All switchboards shall be equipped with a copper earth-bar mounted on insulators to which all armoured cables and metal works associated with the switchboard shall be bonded. Any switchboard installed without the approval of the D.R. may have to be removed. All switchboards supplied to the site shall be complete with all necessary fuses, lugs, connections support brackets etc.

Unless otherwise specified all fuses shall be of the H. R. C. type of the appropriate BS and of the correct class and all switch gear shall be installed complete with H. R. C. fuses of the current rating on contract drawings. Furthermore the Contractor shall supply one complete set of spare fuses for all the switch gear supplied under the Contract. This shall be handed over to the D. R. on completion of the job and a signature obtained.

1.9 Meter Boxes and Loop-In-Boxes

The Contractor shall supply and install a standard single or dual tariff meter box where called for on the contract drawings. He shall also provide the necessary conduits for Kenya Power and Lighting service cable entry. Where a central supply point only is provided, e.g, in the case of institutional housing, the Contractor shall provide a suitable meter box of dimensions acceptable to Kenya Power and Lighting at the main intake position together with conduits for service cable entry. The Contractor will then supply and install any main switch gear and distribution system called for on the contract drawings.

Any loop in boxes installed shall be to the standard small or large type design as required. Loop-In-Boxes shall be fitted with lucy type connecting blocks and H.R.C. fuses and carries where specified. The drawings numbers of the standard meter and Loop-In-Boxes shall be given in the schedule of contract drawing.

1.10 Labelling

All switch gear distribution boards etc. shall be clearly and properly labelled in accordance with clause 32 of Ges No. 1. Fuse way and circuit breakers feeding final sub-circuit shall be labelled to show whether lights or power gets the areas served and the circuit number as given by the contract drawing. This shall be done by writing neatly on the label normally provided with a ball pen (not a pencil or a felt tip). If no label of the Contractor shall fix a special made label of the "Trafollyten" tape (Dymo tape will not be accepted).

The outside cover of all switch gear, distribution boards, consumer units etc shall be clearly labelled with a "Trafollyten" type label (not Dymo tape) showing the service provided and circuit reference No. which may be given on the drawings. All labeling shall be completed before testing commences and no test certificates shall be accepted by the D. R. unless this has been done. To avoid the dangers of incorrect labelling, the Contractor shall physically check the designation of every circuit before any labels are fixed.

1.13 Lamps and tubes

Unless otherwise stated elsewhere the tenderer shall allow in his tender for the supply and installation of lamps and fluorescent tubes in all lighting fittings. The prices which the tenderer inserts in the schedule of rates for lighting fittings shall be deemed to include lamps and tubes even if this are not specifically mentioned. Where the number of lighting fitting is less than the number of lighting points, the remaining number of lighting points shall be deemed to include for a ceiling ross $\frac{1}{4}$ of flex a lamp holder and a lamp. Unless otherwise specified, all fluorescent tubes shall be of the "white" variety and all lamps shall be of the frosted type. When the Contractor is ready to fit the lamps and tubes he shall request the D. R. for schedule of lamp voltage.

1.14 Plugs

Unless otherwise stated elsewhere, all 13 Amp sockets outlets and also any other type of outlets, single or 3 phase with provision for a plug shall be supplied with a plug on the basis of one plug per socket outlet. 13Amp plugs shall be in white moulded plastic to **BS 1363 as Mk 655 or 646** or equivalent and shall be complete with a fuse of 13 Amps or other such rating as the DR may specify. 13Amps plug made of rubber will not be accepted except where specifically called for. Other types of plugs shall be to the appropriate Britain standard. All plugs shall be handed over on completion of the job to the D.R. and a signature obtained. The prices which the tenderer inserts in the schedule of the rates for sockets outlet points shall be deemed to include for plugs even if this are not specifically mentioned.

1.15 Accessories

Local lighting switches, sockets control units and all accessories shall unless otherwise specified, be of the flush type with white moulded plastic to the appropriate BS as the MK range or equivalent.

1.15 Accessories

Local lighting switches, sockets control units and all accessories shall unless otherwise specified, be of the flush type with white moulded plastic to the appropriate BS as the MK range or equivalent. The earth terminal of every socket outlet, ceiling point and any other outlet requiring and earth connection shall be connected to earth by a green PVC conductor of minimum size 2.5 square mm. Ceiling roses and lamp holders shall unless otherwise specified be of the all insulated type in white moulded plastic and of an approved make.

1.16 Telephone outlets

The Contractor shall provide all telephone outlets as shown on the contract drawings together with any conduits required for Telecom Kenya Ltd. service line(s). Telephone outlets shall either be mounted on trunking or in steel boxes linked with conduits of size as indicated on the contract drawing but in any case conduits shall be less than 19mm suitable drawing boxes shall be provided where indicated. Draw wires shall be left in all conduits.

1.17 Television outlets

Television outlets where required, shall be flush mounted in a steel or plastic box at a height of 300mm above finished floor level. The mounting box shall be linked to the roof space or elsewhere if specified by means of 19mm conduits. Draw wire shall left in all conduits. Outlet plates shall be of the 86mm square flush type in white moulded plastic as MK 3520 or equivalent.

1.18 Testing

On completion of the work or before if required by the D. R. the installation shall be tested in the presence of the D. R. or his representative to the requirement of the latest edition of the I. E. E. regulations and also to rule 3 of the electric power Act for additional test not covered by the I. E. E. regulation.

The results of the two tests shall be recorded on a test certificate (supplied by the D. R.) which shall be signed by the electrical Contractor and countersigned by the D. R. or his representative. Two copies of each such certificates shall be provided. (Appendix A). The installation shall not be considered complete until test certificates and "as installed" drawings have been submitted by the electrical Contractor and approved by the D.R. Retention money will not be released until drawings and test certificates have been received.

Additionally in the case of underground cables tests shall be carried out to establish the continuity and phase, also high voltage test if required by the D. R. All the clause 25 of Ges No.2

The Contractor shall have at his disposal a set of test instruments in good working order and suitable for carrying out the required test including installation continuity, earth loop impedance and earth electrode resistance to earth. This instrument shall be made available for inspection and test as and when required by the D. R.

1.19 Street Lighting Fittings

Any street lighting columns required shall unless otherwise specified be to one of the standards designs, the drawing number of which shall be found elsewhere in this specification.

The pole shall be firmly concreted in the ground to the required depth in an upright position. They shall be complete with gland plate flush type connectors and a fuse for protection of the fitting, all suitably mounted behind a water tight access cover.

1.20 Electric Cooker and Refrigerators

Any cookers and refrigerators required will be supplied to the Contractor through the D. R. from the State Department for Public Works and Housing bulk supply contracts.

A provision sum shall be included in the schedule of provisional sums for this purpose where applicable. The electrical Contractor shall collect the above equipment from the supply contractor's stores in Nairobi. Transport to site, unpack, place in position, install, supply and connect lead and test them and return containers if necessary. The cost of the final connection shall be deemed to be included in the cost of the outlets even if not specifically mentioned.

1.21 Water Heaters

Water heaters will be supplied and installed at the site under separate arrangement. The Contractor shall however be responsible for the final connections to these items in heat resistance flex and his price for water heater outlets shall be deemed to include for this even if not specifically mentioned.

1.22 Supply of Electricity

It will be the responsibility of the D. R. to provide funds for electricity service line charges required to negotiate terms for these with the Kenya Power and Lighting Co. Ltd. A provisional sum shall be included in the schedule of provisional sum for this purpose where applicable.

On completion of the work the Contractor shall provide Kenya Power and Lighting Co. Ltd with the necessary completion certificates and shall rectify at his own expense any defect which may be notified by them.

1.23 Supply of Telephone Equipment

It will be the responsibility of the D. R. to provide funds for any telephone service line charges required and to negotiate for this with the Telecom Kenya Ltd. A provisional sum shall be included in the schedule of provincial sums for this purpose where applicable.

A separate contract will be let for the supply and installation of any P.A.X. or P.A.B.X. equipment which may be required. However, the Contractor will be responsible for the provision of telephone outlets as specified in clause 1.16.

1.24 Schedule of unit rates

The tenderer shall complete any schedule of unit rates which may be found elsewhere in this specification. The tenderer shall note that the schedule of unit rates forms part of the tender and must be completed in every detail and with reasonable rates otherwise the tender may not be considered. The tenderer may add any item(s) he considers necessary.

Unit rates will be used to assess the value of additions or omissions arising authorize variations to the Contract works. They are to include the supply transport, insurance, profit and delivery to site and storage as necessary installation and setting to work any other obligation under this sub-contract. The rate shall not be totalled or take to the firm of tender or price schedule summary. The tenderer shall sign and date the schedule of unit rates and all other tender documents where indicated.

Schedule(s) of rates

The tenderer shall complete the schedule(s) of rates where called for, he shall add any item which he considers is not included elsewhere in the schedule but is required to give a complete and working installation. Failure to do so shall not form the basis of any claims for extras should the tender be accepted. Any errors or omissions in the schedules noted by the tenderer should be brought to the attention of the D. R. on submission of the tender.

1.26 Price Schedule Summary

The tenderer shall complete the price schedule summary. The total price shall be deemed to include for the whole of the Contract works in accordance with this specification. Any prices omitted from any item, section or part of price schedule shall be deemed to have been included in another item, section or part. All prices quoted shall be inclusive of duty and sales tax. The total of prices quoted shall be entered on form of tender.

1.0 Switchgears and electrical distribution system

The scope of works involve the following: -

- Removal of old switchboard and switchgears from the switch room
- Replacement of old switchboard/switchgears with the block SET TYPE of switchboard and MERLIN GERIN switchgears (original type)
- Replacement of all sub-main cables for power distribution to all floors
- Installation of three phase distribution boards on all floors
- Installation of sub-switchboards as specified herein.

2.0 CLEARING WAY

The contractor shall remove all temporary, rubbish, debris and surplus material from the site as they accumulate and upon completion of the works, remove and clear away all plant, equipment rubbish, unused materials and stains, and leave in a clean tidy state to the reasonable Satisfaction of the Project Manager.

3.0 SCAFFOLDING

Contractor to allow in his rates for scaffolding to be used where necessary. No claim for such shall be allowed

4.0 DISRUPTION DURING CONSTRUCTION

Contractor's attention is drawn to the fact that the proposed works are to be executed in buildings under use and occupation where the client is going on with other activities. The contractor is expected to take reasonable care in the execution of the works in order not to interrupt the client's normal activities. The contractor should allow in his rates for any costs he deems necessary for the purpose of satisfactorily carrying out the works.

PARTICULAR SPECIFICATION

5.0 LOCATION OF SITE

The site of the proposed works is at: **PROPOSED OFFICE PARTITIONING FOR NIFCA KASNEB TOWERS, NAIROBI**

6.0 SCOPE OF WORKS

The works to be carried out under this contract consists of **Electrical Installations Works**

All the works shall be carried out complete as specified herein and to the satisfaction of the Project Manager.

7.0 SITE VISITATION

The tenderer **will** be assumed to have visited the site to determine the local conditions and familiarize themselves with the nature of the proposed works and site, its position, its means of access or any other matter that may affect his tender as required before submitting their Tenders and have the site visit certification form attached filed, signed and stamped by the client or client's representative as proof.

No claim arising from his failure to comply with this recommendation will be considered by the Employer whatsoever.

8.0 EXISTING SERVICES AND INSTALLATIONS

Prior to commencement of any work, the Contractor is to ascertain from the relevant authorities the exact position, depth and level of all existing services within the site and shall make whatever provision required by authorities concerned for the support, maintenance and protection of such services.

9.0 PREVENTION OF ACCIDENT, DAMAGE OR LOSS

The Contractor is notified that these works are to be carried out in an existing building that houses Government Offices with various activities being undertaken on daily basis.

The Contractor is instructed to take reasonable care in the execution of the works to prevent accidents, damage or loss and disruption of normal activities of the Client.

10.0 ADJOINING PROPERTY

The Contractor shall take all the necessary precaution to prevent damage to adjoining property. Any damage occurring must be made good to the satisfaction of the Project Manager at the Contractor's expense.

11.0 CURRENCY

All prices inserted in the price schedule shall be in Kenya Shillings and shall be deemed to include for all costs inclusive of all duty and statutory taxes.

TECHNICAL SCHEDULE OF ITEMS TO BE SUPPLIED
(To be completed by the tenderer as a Mandatory Requirement)

Item	Description	Make / Type	Country Of Origin	Catalogue No
1	PVC/SWA/PVC armoured cable			
2	Cable Tray			
3	Cable Lags			
4	Cable Glands			
5	MCBs and MCCBs			
6	SC copper cable			
7	Distribution Boards			
8	Isolators			
9	Socket Outlets			
10	Light Switches			
11	Lighting Fittings			
	(a) LED panels			
	(b) LED Battens			
	(c) LED Bulkheads			
	(d) Down lighters			
	(e) EXIT emergency lighting			

TS-1

BILLS OF QUANTITIES

1. The bills of quantities form part of the contract documents and are to be read in conjunction with contract drawings and general specifications for materials and works.
2. The prices quoted shall be deemed to include for all the obligations under the contract including but not limited to supply of materials, labour, delivery to site storage on site, **all** taxes, installation, testing and commissioning.
3. Failure to quote for any listed item shall lead to disqualification.
4. The brief description of the items given in the Bills of Quantities are for the purpose of establishing a standard to which the contractor shall adhere. Should the contractor install any materials not specified here-in before receiving **approval** from the Engineer, the contractor shall remove the material in question immediately **and** at his own cost –install the proper material.
Otherwise, any material of **equal** and **approved quality** shall be accepted for Installation.
5. The grand total of prices in the price summary page **must** be carried forward to the **Form of Tender**.

TESTING AND COMMISSIONING GUIDE FOR ELECTRICAL INSTALLATION WORKS ON SITE

STATE DEPARTMENT FOR PUBLIC WORKS

ELECTRICAL DEPARTMENT

TESTING AND COMMISSIONING OF ELECTRICAL INSTALLATION WORKS ON SITE

PROJECT NAME :

W.P No. **JOB No.**

The sub-contractor shall test in accordance with the relevant section of IEE regulations, Rule 3 of the Electrical Power Act for additional tests not covered by the regulations. Government Electrical specification I and II and the Kenya Power & lighting Co Ltd by laws.

A . PRELIMINARY CHECKS

The Engineer shall check to establish the following data: -

ITEM	DESCRIPTION		REMARKS
(i)	Type of installation (New / Renovations / addition to existing installation)		
(ii)	a) Power supply - 240 v / 415 v / 11 Kv b) Frequency of the mains supply c) Installation power factor		
(iii)	Method of Metering (New / Monitoring / Existing meter)		
(iv)	Are Testing / Measuring instruments available		
(v)	Are there maintenance / operational manuals for specialized systems (if any) ?		
(vi)	List of ' As installed drawings'	Drg No	Description

ITEM	TEST DESCRIPTION	OBSERVATIONS / RESULTS	REMARKS
1	<p>TESTS SHALL BE CARRIED OUT TO ENSURE</p> <ul style="list-style-type: none"> a) All fuses / MCBs and single pole switches are installed vide live conductor. b) All outlets and switched socket outlets are connected to 'LIVE' conductor in the terminal marked so and each earth pin effectively bonded to earth continuity system. c) Verify continuity of all final conductors of each 'ring' circuit. (0.05 to 0.8 ohms). d) All radial circuits emanate from responsive distribution boards / consumer units and that they do not supply any other equipment. e) The correct phase sequence is maintained throughout the installation. f) Effective 'Discrimination' in the arrangement of protective devices. i.e a fault in the furthest power point / lighting point should not blow or trip fuses / MCBs respective in the meter board. 		
2	<p>INSPECT TO ENSURE</p> <ul style="list-style-type: none"> a) No terminal in the ceiling rose is 'LIVE' when the corresponding switch is in the OFF position. b) All conduit termination conduit boxes , Consumer Unit , DBs and adaptable boxes have smooth edges and are properly bushed. c) All fixed metal works close to electrical installation are bonded to earth continuity conductor. d) All fuse ways and circuit breakers for final sub circuits are properly labeled . 		

ITEM	TEST DESCRIPTION	OBSERVATIONS / RESULTS	REMARKS
3	<p>CARRY OUT THE FOLLOWING TESTS</p> <p>a) Insulation resistance tests</p> <p>(i) Between phases R - Y R - B B - Y</p> <p>(ii) Phase to Neutral R - N Y - N B - N</p> <p>(iii) Phase to Earth R - E Y - E B - E</p> <p>Minimum thresholds for above and for:</p> <p>i) ELV circuits (SELV & PELV) = 0.25 MΩ ii) LV circuits up to 500 V = 0.5 MΩ iii) LV circuits above 500 V = 1 MΩ</p>		
	<p>b) Earth continuity conductor impedance (0.005 to 2 Ω)</p> <p>c) Earth fault loop impedance (0 - 2000 Ω)</p> <p>d) Earth electrode resistance (Less than 4 Ω)</p> <p>e) Earth lead resistance (Less than 4 Ω)</p> <p>f) The operation of the MCCBs & MCBs (Tripping under faulty conditions)</p> <p>g) Check the mechanical toggling (Make and break) of all the switches to installed accessories.</p>		
4	<p>UNDERGROUND CABLING, check for :-</p> <p>i) Continuity of the phases</p> <p>ii) Factory tests done (avail certification)</p> <p>iii) Proper termination</p> <p>iv) Route markers</p>		
5	<p>Type of Earthing TN-C / TN-S / TN-C-S / TT / IT</p>		

ITEM	TEST DESCRIPTION	OBSERVATIONS / RESULTS	REMARKS						
6	<p>INSTALLED LOAD</p> <ul style="list-style-type: none"> i) Lighting points (No.) ii) Socket outlets (No.) iii) Motors (Give rating) iv) Other Machines / Equipment (attach list) <table border="1" data-bbox="188 539 938 808"> <thead> <tr> <th data-bbox="194 539 306 595">ITEM</th> <th data-bbox="312 539 703 595">DESCRIPTION</th> <th data-bbox="710 539 932 595">RATING</th> </tr> </thead> <tbody> <tr> <td data-bbox="194 600 306 804"></td> <td data-bbox="312 600 703 804"></td> <td data-bbox="710 600 932 804"></td> </tr> </tbody> </table>	ITEM	DESCRIPTION	RATING					
ITEM	DESCRIPTION	RATING							
7	<p>LV switchboard : The board shall be checked to ascertain the following</p> <ul style="list-style-type: none"> i) Rating of the switchboard / incomer MCCB ii) Form of construction (1/2B/3B/4) iii) Degree of protection (IP rating) iv) Nameplates for identification of all circuits entering / leaving switchgear. v) Proper Electrical & Mechanical operation of functional parts i.e MCCBs, Indicating meters, CTs & VTs. vi) Check cable terminations , type & terminals. vii) General comments on the appearance of the finished mechanical assembly including welding, full nuts & tightness of bolted parts. 								
8	<p>FIREMAN'S SWITCH</p> <ul style="list-style-type: none"> i) Make and manufacturer / Rating of the switch ii) Test for the Electrical and Mechanical operation of the switch. <p>State the type of loads supported by the maintained board on the switch.</p>								

CONTRACTOR _____

PROJECT ELECTRICAL ENGINEER _____

GENERAL, PARTICULAR AND TECHNICAL SPECIFICATIONS OF MATERIALS AND WORKS

PART 1: GENERAL SPECIFICATIONS

1.01 SITE LOCATION

The site of the proposed works is at: **PROPOSED OFFICE PARTITIONING WORKS FOR NIFCA KASNEB TOWERS, NAIROBI.**

1.02 OBJECTIVE OF THE PROJECT

- a) To implement structured cabling network based on industry standards for the active devices of CCTV network.
- b) To implement the network and associated devices and systems in strict adherence to stated specifications, manufacturer's guideline and relevant industry standards.

1.03. SCOPE OF WORKS.

The works to be carried out include the supply, delivery, installation, testing, commissioning and leaving in functional and serviceable condition of CCTV network.

1.04 CLIMATIC CONDITIONS

The following climatic conditions can apply at the site of the sub-contract works and all the plant, equipment, apparatus, materials and installations shall be suited for these conditions:

- Mean maximum temperature: 26.9^o C.
- Mean minimum temperature: 14.6^o C.
- Range of relative humidity: 20% - 80%.
- Salt content in the atmosphere: 0.2%.
- Altitude: 1088m above sea level.
- Latitude: 01' 22S.
- Solar radiation: 652 mean max.

In the event of extremely weather conditions (heavy rainfall / heat waves) during certain seasons of the year, the sub-contractor shall be deemed to have taken this into account both in process and planning of the execution of the contract works. Equipment de-rating factors for the temperature and altitude shall be stated. It is intended that ventilation and air filtration, if any shall be provided separately.

1.05 ELECTRICAL REQUIREMENTS.

The equipment to be supplied shall be compatible with the 240 vac, 50 hz power supply.

1.06 POSITION OF SERVICES AND EQUIPMENT.

The route services and approximate positions of apparatus will be produced and given by the PM, but their exact positions shall be determined by approved dimensional details on working drawings or on site by the PM. The Contractor shall ascertain on site that his/her work will not foil other services or furniture and all services through the ducts must be readily accessible for maintenance and arranged to allow maximum access along the ducts. Any work which has to be redone due to negligence in this respect, will be the contractor's responsibility.

1.07 SETTING TO WORK AND REGULATING SYSTEMS.

The contractor shall carry out such tests of the contract as are required by KEBS standard specifications and codes of practice, I.E.E regulations or equal and approved codes, or the competent authority.

No testing or commissioning shall be undertaken except in the presence of and to the satisfaction of the PM unless approved otherwise by the PM. (Contractor's own preliminary and proving tests exempted).

The Contractor shall include in his/her tender for the costs for testing and commissioning the contract works as herein described. He/she shall submit for the approval to the PM a suitable program for testing and commissioning. The PM and the employer shall be given ample warning as to the dates on which testing and commissioning will take place.

The proving of any system of plant or equipment as to compliance with the specification shall not be approved by the PM except at his/her discretion until tests have been carried out under operating conditions appertaining to the most onerous conditions specified except where the time taken to obtain such conditions is unreasonable or exceeds 12 months after practical completion of the contract works.

1.08 IDENTIFICATION OF PLANT AND COMPONENTS

The Contractor shall supply and install identification labels to all plant and all switches and items of control equipment with, where no excessive heating is involved, white Traffolyte or equal labels engraved in block lettering denoting the name/function and/or section controlled. Where heating is likely to distort Traffolyte, approved aluminium labels with stamped or engraved lettering shall be used.

The labels shall be mounted on equipment and in most suitable positions. They shall be in English or internationally understood symbols capable of being read without difficulty. The labels shall conform to descriptions used on record drawing. Details of the lettering of the labels and the method of mounts or supporting shall be forwarded to the PM for approval prior to manufacture.

Further adherence to the following when labelling:

- (i) Horizontal and backbone cables shall be labelled at each end. The cable or it's label shall be marked with it's identifier.
- (ii) A unique identifier shall be marked on each faceplate to identify it as connecting hardware. Each port on the faceplate shall be labelled with it's identifier.
- (iii) A unique identifier shall be marked on each piece of connecting hardware to identify it as a connecting hardware. Each port of the connecting hardware shall be labelled with it's identifier.
- (iv) A unique identifier shall be marked on each piece of connecting hardware to identify it as a connecting hardware. Each port of the connecting hardware shall be labelled with it's identifier.

1.09 WORKING DRAWINGS

The Contractor shall prepare such working drawings as may be necessary.

The working drawings shall be completed in such details not only that the contract works can be executed on site but also that the PM can approve the contractor's designs and intentions in execution of the contract works.

Approved working drawings shall not be departed from except where provided for. Approval by the PM of working drawings shall neither relieve the contractor of any of his/her obligations under the contract nor relieve him/her from correcting any errors found subsequently in the approved working drawings or elsewhere associated therewith or with the works. Working drawings shall be supplied to the PM for approval showing the location of identifiers for all Horizontal cabling routes and Terminations, Backbone Routing and Terminations Outlets/Connectors and Active components etc.....

1.9 RECORD DRAWINGS

During the execution of the works on site, the contractor shall, in a manner approved by the PM record on working or other drawings at site all information necessary for preparing Record Drawings of the installed contract works.

Marked up working or other drawings and other documents shall be made available to the PM as he/she may require for inspection and checking. Record drawing shall include but not restricted to the following drawings or information:-

- Working drawings amended as necessary but titled “Record Drawings” and certified as a true record of the “as installed” contract works.
- Fully dimensioned drawings of all plant and apparatus.
- System Schematic and trunking diagrams showing all salient information relating to control and instrumentation.
- Wiring diagrams of individual plant, apparatus, switch and control boards.
- These diagrams to include these particular to individual plant or apparatus and elsewhere applicable those applicable to system operation as a whole.

One reproducible copy of the Record Drawings of the contract works and Schematic diagrams shall be provided not later than one month afterwards. Notwithstanding the contractor’s obligation referred above, if the contractor fails to produce to the PM’s approval of the Record Drawings, within one month of partial or practical completion, the employer shall be at liberty to have these drawings produced by others. The cost of obtaining the necessary information shall be deducted from the out – standing payments due to the contractor.

1.11 TESTING

Both on completion of his/her work at the end of the guarantee period, the contractor shall carry out such tests as may be required in the presence of the PM or his/her representative, or the competent authority and shall provide all necessary instruments, labour and materials to do so. The contractor shall pay such charges related to such tests if any. The following tests, a minimum shall be done:

General: Testing of the entire cabling system as per ANSI/TIA/EIA-568B for Ethernet cables shall be performed prior to system hand over.

Fibre Optic Testing: Testing of Fibre Optic shall be as per IEEE 802.32 and ANSI/TIA/EIA-568B for 1000 Base-LC / 1000 Base-SC. Tenderers **MUST** enclose together with their submitted bids Brochures detailing technical literature and specifications of all active and passive devices. The brochures shall be used to evaluate the suitability of the devices for the proposed works. **ANY BID SUBMITTED WITHOUT THE BROCHURES SHALL BE CONSIDERED TECHNICALLY NON-RESPONSIVE AND SHALL SUBSEQUENTLY BE DISQUALIFIED.**

1.12 TRAINING

Training of at least six (6 No) system administrators and four (4 No) telephone operators shall be conducted by the contractor.

1.13 QUALITY OF MATERIALS

Materials and apparatus required for the complete installation as called for in the specifications or contract drawings shall be supplied by the contractor unless specified otherwise. Unless otherwise specified, all materials (including equipment, fittings, cables) shall be new, of the best quality and approved origin.

1.14 WARRANTY

The cabling installation shall carry a **warranty of at least 15 years** and the contractor shall issue the PM with a certificate from the cable manufacturer upon completion.

The cost of the certification if any shall have been included in the prices. It has to be specified in both technical and financial proposals the duration the issuance of the certificate will take after completion and commissioning of the installation. **This shall include a manufacturer’s authorization to provide support and product warranty.**

1.15 EQUIPMENT GUARANTEE

The contractor shall undertake in writing to rectify free of charge, all faults arising from faulty components, materials, design or workmanship by the manufacturer or contractor whichever is applicable. ***This liability shall be for a minimum period of one calendar year from the date of acceptance of the equipment.*** Twelve months limitation notwithstanding the period of liability shall not end until all defects which appear during the liability period have been rectified.

1.16 PATENT RIGHTS

The contractor shall fully indemnify the Government of Kenya against any action, claim or proceeding relating to infringement of any patent or design rights and shall pay any royalties which may be payable in respect of any article or any part thereof which shall have been supplied by the contractor to the PM and in like manner the Government of Kenya shall fully indemnify the contractor against any such action, claim or proceeding for infringement or alleged infringement under the works, the design thereof which shall have been supplied by the PM to the contractor, but this indemnity shall apply to the works only and any permission or request to manufacture to the order of the PM shall not relieve the contractor from liability should he/she manufacture for supply to other buyers.

1.17 MINIMUM REQUIREMENTS

This specification defines minimum requirements, but tenderers who offer superior facilities will be considered.

Any tender which does not comply with the minimum requirements will be rejected.

1.18 EQUIPMENT FINISH

The equipment finish shall be the responsibility of the contractor and shall be responsible for its protection during erection and in the course of making good to the building finishes after equipment erection.

1.19 INTERFERENCE SUPPRESSION

The equipment and all its accessories shall be suppressed so as not to interfere with any communications, radio, TV, security or electro-medical equipment, recording or computer systems.

1.20 SERVER ROOM KEYS

The contractor shall keep the server room locked at all times when his / her staff are not present and shall at the conclusion of the contract hand over all keys to the PM.

LEGEND

- **ANSI** - American National Standards Institute.
- **TIA** - Telecommunication Industry association.
- **EIA** - Electronic Industries Association.
- **ISO** - International Standards Association.
- **IEC** - International Electro – technical Committee.
- **NICs** - Network Interface Cards.
- **GBIC** - Giga Bit Interface Converter.
- **QOS** - Quality of Service.
- **PM** - Project Manger.
- **DTU** - Data Terminal Unit.

PART 2: PARTICULARS AND TECHNICAL SPECIFICATIONS

PART 2A : STRUCTURED CABLING NETWORK.

1.01. REGULATIONS GOVERNING STRUCTURED CABLING.

Materials, products and installations must comply to the mandatory provisions of all applicable industrial standards. The contractor shall in the execution and completion of the works in the detailed design for which he/she is responsible comply with the provisions of the following as necessary and relevant:

- (i) Communication Commission of Kenya (CCK).
- (ii) Energy Regulatory Commission (ERC).
- (iii) The current edition of the “Regulations for the electric Equipment of buildings” issued by the Institution of Electrical Engineers.
- (iv) The requirements of the Chief inspector of Factories for the Kenya Government.
- (v) Kenya Bureau of Standards (KEBS) standard specifications and codes of practice or other equal and approved standard specifications and codes.
- (vi) The bye laws of the Local Authority.
- (vii) Any other regulations applicable to Electric and Electronic Installations or Communications systems in Kenya.
- (viii) The employer’s safety regulations.
- (ix) ANSI / TIA / EIA-568-B.1 – Commercial Building Telecommunications Cabling standard.
- (x) Part 1: General requirements.
- (xi) ANSI / TIA / EIA-568-B.2 – Commercial Building Telecommunication Cabling standard.
- (xii) Part 2: Balanced twisted pair cabling component.
- (xiii) ANSI / TIA / EIA-568-B.3 – Optical Fibre cabling components standard.
- (xiv) ANSI / TIA / EIA-569-A – Commercial building standard for telecommunications pathways and spaces.
- (xv) ANSI / TIA / EIA-607 (A) – Commercial building grounding and bonding requirements for telecommunications.

1.02 STRUCTURED CABLING NETWORK.

Shall be an infrastructure for CCTV:

- (a) All cables must pass through conduits or trunkings.
- (b) All cables and connectors shall be permanently labelled.
- (c) No distortion due to kinks, sharp bends or excessive hauling tension shall be allowed.
- (d) Cables shall be run in a manner eliminating any possibility of strain on the cable itself or on the terminations and shall have no joints or splices.
- (e) Cables shall be kept at a minimum distance of 150mm from items liable to become hot or cold.
- (f) Bending radii shall be not less than eight times the overall cable diameter.
- (g) The manufacturers hauling tension shall not be exceeded and all cable ties and fixings shall be tightened to support the cable loom without distortion of the cable sheath.
- (h) The fibre optic cable shall be multi-mode optimal speed and with graded index and of nominal size 62.5/125, 50/125 micron or single mode optimal speed with nominal size of 9.0 micron and Fibre optic cable shall have a core / cladding diameter of nominal 850nm and 1300 nm optical wavelength.
- (i) The optical cable shall be of appropriate core with each core terminated on both ends.

The enhanced UTP (twisted pair copper 4 pair cable) shall be of CAT 6 grade and exceed ANSI/TIA/EIA-568-Aj and ISO/IEC 1100 standards. The cable wire gauge will be at least 22 swg.

1.03 METAL TRUNKING

All metal trunking used shall be spray painted to approval and shall be fabricated from mild steel not less than 18 swg and have three compartments.

1.04 PATCH PANELS.

- 1) Shall conform to ANSI / TIA / EIA-568A and be rack mounted.
- 2) Shall be equipped with RJ45 contacts of UTP with maximum ohms sockets with capacity of 8, 12, 24 or 48 ports.
- 3) Shall be earthed.
- 4) Fibre optic patch panels shall be configured to the number of strands / cores terminated at each location. Fibre optic patching shall be done from the cabinet housing optic boxes / panels as well as the optic electronic equipment.
- 5) Fibre optic patch panel shall have a sliding tray.
- 6) Except for patch cords used to connect NICs to the RJ45 sockets, all patch cords shall be labelled at each extremity with PVC support and intelligible marking. For other components the label shall be of stiff plastic PVC type.

1.05 NETWORK CONTROL EQUIPMENT

- 1) Active devices used at the LAN edge shall have 8, 12, 24 or 48 ports for connection to the horizontal cabling.
- 2) Active devices shall be rack mounted.
- 3) Active devices for horizontal cabling shall support auto sensing 10/100/1000 mbps.
- 4) Active devices used at aggregation / transport layer of LAN shall support IP routing.
- 5) Active devices used at the LAN edge must be stackable and shall attach to the backbone cabling at 1000 mbps through fibre.
- 6) Where more than one active device is required to satisfactorily the floor data outlet distribution requirements they shall be stacked using interface operating at the backbone speed.

1.06 EQUIPMENT CABINETS

- 1) The main cabinet shall be of appropriate size.
- 2) All cabinets for active devices shall conform to ANSI/TIA/EIA – 568B and ANSI/TIA/EIA-569A specifications with forced cooling.
- 3) Cabinets shall have adequate room for additional components typically 3U free space.
- 4) Power to the cabinets shall be switched off from within the cabinets. Proper power socket cables to be supplied with the cabinets.
- 5) All cabinets to conform to ANSI/TIA/EIA-568B, ANSI/TIA/EIA-569A with forced cooling and their location shall be determined on site.
- 6) Support for small factor pluggable (SFP) and industry leading density up to 240 of IEEE 8033 for 1000 Base-SX ports per system.

1.07 ETHERNET EDGE SWITCHES

- 1) Each floor edge switch connecting to the backbone must include at least two ports of 1000 Base X Gigabit Ethernet with GIC support, QOS, Multiple queues with weighted round robin (WRR) scheduling and layer 3 switching and routing of IP, IPX and IP multicast traffic.
- 2) Each switch in the set up should give 10/100 mbps to the desktop.

There should be adequate switches to cater for the total number of network edge outlet points.

1. The switches connecting as a backbone shall have additional 10000 Base X port that shall be connected as a backup and shall be configured for automatic load balancing.
2. The switches shall be capable of supporting a redundant power supply and a CPU.
3. The network switches shall be:
 - a. **CCTV switches:** 24 port managed Gigabit Ethernet switch with 10/100/1000 MBPS PoE+ (at last 800W) and Ethernet LAN base feature set as **Cisco Catalyst 9200** series complete with SFP Ethernet ports and all necessary accessories or approved equivalent of same quality and capacity or better.

1.09 UNINTERRUPTIBLE POWER SUPPLY (UPS)

This shall be an on-line Un-interruptible power supply with output rating of 3KVA of 240 vac, 50 Hz single phase supply. They shall provide power to the security surveillance system. They shall be microprocessor based so that both output voltage and frequency are closely regulated and continuously monitored and also provide system diagnostic and shut down protection functions. They shall feature a maintenance by-pass to enable normal routine maintenance operations to be performed without interruptions to the system and shall be fitted with both visual and audible alarms to indicate any change in equipment status such as:

Input power problems / faults, UPS faults, UPS overloaded, Battery discharging.

Other features / parameters are:

Input supply -----	240 vac, 50 Hz.
Power factor -----	0.8 lagging at full load.
Current limit -----	125% of the normal.
Output voltage -----	240 vac, 50Hz.
Output voltage tolerance -----	2%.
Output frequency tolerance -----	005%.
Run time -----	10 minutes.

The un-interruptible power supply shall be APC 3 KVA single phase UPS, rack mountable, 240 vac, 50Hz, manual bypass switch complete with all accessories or approved equivalent.

PART 2C : CCTV SURVEILLANCE SYSTEM

1.01 CCTV SYSTEM GUIDELINES

1. The CCTV surveillance system is required to ensure effective surveillance of an area as well as create a tamperproof record for post event analysis. The system shall provide an online display of video images on LED monitors / video wall / large plasma monitors located in central as well as local control rooms.
2. System should facilitate viewing of live and recorded images and controlling of all cameras by the authorized users present in the LAN.
3. System should provide inter – operability of hardware, OS, software, networking, printing, database connectivity, reporting, and communication protocols. System expansion should be possible through off-the- shelf available hardware.
4. System with better / advanced specifications is acceptable.

a. CCTV SYSTEM REQUIREMENTS.

Proposed CCTV system shall be an open standard based integrated system with IP network centric functional and management architecture aimed at providing high speed manual / automatic operation for best performance.

1. System shall use Video signals from various types of indoor / outdoor CCD/CMOS colour cameras installed at different locations, process them for viewing on work stations / monitors at central control room / local control rooms and simultaneously record all the cameras after compression using H.264 / MPEG 4 or better standard. Joystick or mouse keyboard controllers shall be used for Pan, Tilt, Zoom and other functions of desired cameras.
2. System shall have a combination of digital CCD/CMOS colour video cameras with individual IP address, network video recorders (NVR / camera server), application software, colour video monitors, mouse keyboard, software based video matrix switcher, work station for system administration / management / maintenance etc...
3. The NVR / camera server can be embedded type or server based. However, the NVR / camera server software shall run on common off-the-shelf available servers (camera server and data base server).
4. NVR shall offer both video and stream management and video stream storage management. Recording frame rate and resolution in respect of individual channel shall be programmable.
5. System should ensure once recorded, the video cannot be altered; ensuring the audit trail is intact for evidential purposes.
6. System shall provide **sufficient storage of all the camera recordings for a period of 30 days or more at 25 fps, at 4 CIF** or better quality using necessary compression techniques for all cameras (extended capacity of cameras i.e present capacity +25%).
7. System shall use a combination of IP enabled cameras and analog CCD cameras with external encoder. The video shall be compressed using H.264/MPEG-4 or better standard and streamed over the IP network.
8. The recording resolution and frame rate for each camera shall be user programmable.
9. The area under surveillance shall be monitored and controlled from central / local control room(s) through workstations.
10. Surveillance CCTV system shall operate on 240 vac, 50 Hz single phase power supply. Power for all the equipment will be conditioned using on-line UPS with minimum 30 minutes or more back up. If any equipment operates on any voltage other than the supply voltage and supply frequency, necessary conversion / correction device for supply shall be supplied along with the equipment.
11. All the control equipment e.g servers, NVR / Camera server etc... shall be provided in standard racks.

1.01 CAMERA CCTV REQUIREMENTS.

1. **Camera with external encoder or IP camera shall be used for image capture.**
2. **Indoor cameras shall be either with fixed focal length lens or with Pan/Tilt and zoom lens as per site requirement. All outdoor cameras shall be day/night type.**
3. **Housing of cameras meant for indoor use shall be of IP42 rating whereas outdoor camera housing shall be of IP66 or better rating. They must be integrated by the camera manufacturer**

FIRE DETECTION AND ALARM SYSTEM

ENGINEERING SPECIFICATION INTELLIGENT REPORTING FIRE DETECTION SYSTEM

PART 1 GENERAL

1.1. DESCRIPTION:

- A. This section of the specification includes the furnishing, installation, connection and testing of the microprocessor controlled, intelligent reporting fire alarm equipment required to form a complete, operative, coordinated system. It shall include, but not be limited to, alarm initiating devices, alarm notification appliances, Fire Alarm Control Panel (FACP), auxiliary control devices, annunciators, and wiring as shown on the drawings and specified herein.
- B. The fire alarm system shall comply with requirements of **NFPA Standard 72** for Protected Premises Signalling Systems except as modified and supplemented by this specification. The system shall be electrically supervised and monitor the integrity of all conductors.
- C. The fire alarm system shall be manufactured by an **ISO 9001** certified company and meet the requirements of **BS EN9001: ANSI/ASQC Q9001-1994**.
- D. The **FACP** and peripheral devices shall be manufactured 100% by a single manufacturer.
- E. The system and its components shall be Underwriters Laboratories, Inc. listed under the appropriate UL testing standard as listed herein for fire alarm applications and the installation shall be in compliance with the UL listing.
- F. The installing company shall employ NICET (minimum Level II Fire Alarm Technology) technicians on site to guide the final checkout and to ensure the systems integrity.

1.2. SCOPE:

- A. A collection of NOTIFIER ONYX Series Fire Alarm Control Panels, Network Control Annunciators (NCA), Network Web Server (NWS), Embedded Gateway, BAC net Gateway, Modbus Gateway, Digital Voice Command (DVC) and a computer based Colour Graphic User Interface (ONYX Works) shall interface together creating a high speed network system.
- B. The Network shall be a true peer-to-peer communications architecture. Each node stores its own program and communicates equally with all other nodes.
- C. The Network shall be an IP based Ethernet architecture suitable for long range use on fibre optic media or wire media using VDSL technology.
- D. The Network Control Annunciator and ONYX Works Workstation shall be capable of displaying and controlling all Fire Alarm Control Panels on the network.

1.3. SUBMITTALS

A. General:

1. Two copies of all submittals shall be submitted to the Architect/Engineer for review.
2. All references to manufacturer's model numbers and other pertinent information herein is intended to establish minimum standards of performance, function and quality. Equivalent compatible UL-listed equipment from other manufacturers may be substituted for the specified equipment as long as the minimum standards are met.

For equipment other than that specified, the contractor shall supply proof that such substitute equipment equals or exceeds the features, functions, performance, and quality of the specified equipment.

B. Shop Drawings:

1. Sufficient information, clearly presented, shall be included to determine compliance with drawings and specifications.
2. Include manufacturer's name(s), model numbers, ratings, power requirements, equipment layout, device arrangement, complete wiring point-to-point diagrams, and conduit layouts.
3. Show annunciator layout, configurations, and terminations.

C. Manuals:

1. Submit simultaneously with the shop drawings, complete operating and maintenance manuals listing the manufacturer's name(s), including technical data sheets.
2. Wiring diagrams shall indicate internal wiring for each device and the interconnections between the items of equipment.
3. Provide a clear and concise description of operation that gives, in detail, the information required to properly operate the equipment and system.

D. Software Modifications

1. Provide the services of a factory trained and authorized technician to perform all system software modifications, upgrades or changes. Response time of the technician to the site shall not exceed 4 hours.

NB *Provide all hardware, software, programming tools and documentation necessary to modify the fire alarm system on site. Modification includes*

2. Addition and deletion of devices, circuits, zones and changes to system operation and custom label changes for devices or zones. The system structure and software shall place no limit on the type or extent of software modifications on-site.

E. Certifications:

1. Together with the shop drawing submittal, submit a certification from the major equipment manufacturer indicating that the proposed supervisor of the installation and the proposed performer of contract maintenance is an authorized representative of the major equipment manufacturer. Include names and addresses in the certification.

1.4. GUARRANTY:

A. All work performed and all material and equipment furnished under this contract shall be free from defects and shall remain so for a period of at least one (1) year from the date of acceptance. The full cost of maintenance, labour and materials required to correct any defect during this one year period shall be included in the submittal bid.

1.5. POST CONTRACT MAINTENANCE:

A. Complete maintenance and repair service for the fire alarm system shall be available from a factory trained authorized representative of the manufacturer of the major equipment for a period of five (5) years after expiration of the guaranty.

As part of the bid/proposal, include a quote for a maintenance contract to provide all maintenance, tests, and repairs described below. Include also a quote for unscheduled maintenance/repairs, including hourly rates for technicians trained on this equipment, and response travel costs for each year of the maintenance period. Submittals that do not identify all post contract maintenance costs will not be accepted. Rates and costs shall be valid for the period of five (5) years after expiration of the guaranty.

B. Maintenance and testing shall be on a semi annual basis or as required by the AHJ. A preventive maintenance schedule shall be provided by the contractor describing the protocol for preventive maintenance. The schedule shall include:

1. Systematic examination, adjustment and cleaning of all detectors, manual fire alarm stations, control panels, power supplies, relays, water flow switches and all accessories of the fire alarm system.
2. Each circuit in the fire alarm system shall be tested semi annually.
3. Each smoke detector shall be tested in accordance with the requirements of NFPA 72 Chapter 7.

1.6. POST CONTRACT EXPANSIONS:

A. Shall have the ability to provide parts and labour to expand the system specified, if so requested, for a period of five (5) years from the date of acceptance.

B. As part of the submittal, include a quotation for all parts and material, and all installation and test labour as needed to increase the number of intelligent or addressable devices by ten percent (10%). This quotation shall include intelligent smoke detectors, intelligent heat detectors, addressable manual stations, addressable monitor modules and addressable modules equal in number to one tenth of the number required to meet this specification (list actual quantity of each type).

C. The quotation shall include installation, test labour, and labour to reprogram the system for this 10% expansion. If additional FACP hardware is required, include the material and labour necessary to install this hardware.

D. Do not include cost of conduit or wire or the cost to install conduit or wire except for labour to make final connections at the FACP and at each intelligent addressable device. Do not include the cost of conventional peripherals or the cost of initiating devices or notification appliances connected to the addressable monitor/control modules.

E. Submittals that do not include this estimate of post contract expansion cost will not be accepted.

1.7. APPLICABLE STANDARDS AND SPECIFICATIONS:

The specifications and standards listed below form a part of this specification. The system shall fully comply with the latest issue of these standards, if applicable.

- A.** Underwriters Laboratories Inc. (UL)
 - No. 268 Smoke Detectors for Fire Protective Signalling Systems
 - No. 864 Control Units for Fire Protective Signalling Systems
 - No. 268A Smoke Detectors for Duct Applications
 - No. 521 Heat Detectors for Fire Protective Signalling Systems
 - No. 464 Audible Signalling Appliances
 - No. 38 Manually Actuated Signalling Boxes
 - No. 346 Water flow Indicators for Fire Protective Signalling Systems
 - No. 1076 Control Units for Burglar Alarm Proprietary Protective Signalling Systems

 - No. 1971 Visual Notification Appliances
 - No. 2017 General-Purpose Signalling Device and Systems

- B.** Local and State Building Codes.

- C.** All requirements of the Authority Having Jurisdiction (AHJ).

- D.** The Video Display Terminal (VDT) shall comply with Swedish magnetic emission and X-radiation guidelines MPR 1990:10.

1.8. APPROVALS:

- A.** The fire alarm control panel shall meet UL Standard 864 (Control Units) and UL Standard 1076 (Proprietary Burglar Alarm Systems).

PART 2.0 PRODUCTS

2.1. EQUIPMENT AND MATERIAL, GENERAL:

- A.** All equipment and components shall be new, and the manufacturer's current model. The materials, appliances, equipment and devices shall be tested and listed by a nationally recognized approvals agency for use as part of a protective signalling system, meeting the National Fire Alarm Code.

- B.** All equipment and components shall be installed in strict compliance with manufacturers' recommendations. Consult the manufacturer's installation manuals for all wiring diagrams, schematics, physical equipment sizes, etc., before beginning system installation.

- C.** All equipment shall be attached to walls and ceiling/floor assemblies and shall be held firmly in place (e.g., detectors shall not be supported solely by suspended ceilings). Fasteners and supports shall be adequate to support the required load.

2.2. CONDUIT AND WIRE:

A. Conduit:

1. Conduit shall be in accordance with The National Electrical Code (NEC), local and state requirements.
2. Where required, all wiring shall be installed in conduit or raceway. Conduit fill shall not exceed 40 percent of interior cross sectional area where three or more cables are contained within a single conduit.
3. Cable must be separated from any open conductors of power, or Class 1 circuits, and shall not be placed in any conduit, junction box or raceway containing these conductors, per NEC Article 760-55.
4. Wiring for 24 volt DC control, alarm notification, emergency communication and similar power-limited auxiliary functions may be run in the same conduit as initiating and signaling line circuits. All circuits shall be provided with transient suppression devices and the system shall be designed to permit simultaneous operation of all circuits without interference or loss of signals.
5. Conduit shall not enter the fire alarm control panel, or any other remotely mounted control panel equipment or back boxes, except where conduit entry is specified by the FACP manufacturer.

Conduit shall be 3/4-inch (19.1 mm) minimum.

B. Wire:

1. All fire alarm system wiring shall be new.
2. Wiring shall be in accordance with local, state and national codes (e.g., NEC Article 760) and as recommended by the manufacturer of the fire alarm system. Number and size of conductors shall be as recommended by the fire alarm system manufacturer, but not less than 18 AWG (1.02 mm).
3. All wire and cable shall be listed and/or approved by a recognized testing agency for use with a protective signalling system.
4. Wire and cable not installed in conduit shall have a fire resistance rating suitable for the installation as indicated in NFPA 70 (e.g., FPLR).
5. All field wiring shall be electrically supervised for open circuit and ground fault.

A. Terminal Boxes, Junction Boxes and Cabinets:

1. All boxes and cabinets shall be UL listed for their use and purpose.
 - B. The fire alarm control panel shall be connected to a separate dedicated branch circuit, maximum 20 amperes. This circuit shall be labelled at the main power distribution panel as FIRE ALARM. Fire alarm control panel primary power wiring shall be **12 AWG**. The control panel cabinet shall be grounded securely to either a cold water pipe or grounding rod.

Network Node:

A. High Speed Network Communication

The high speed network (HS-NCM) architecture shall be based on a Local Area Network (LAN), a firmware package that utilizes a peer-to-peer, inherently regenerative communication format and protocol. The network shall use a deterministic token-passing method. Collision detection and recovery type protocols are not acceptable substitutes due to life safety requirements. In addition, there shall be no master, polling computer, central file computer, display controller or other central element (weak link) in the network which, on failure, may cause complete loss of network communications or cause major degradation of network capability.

1. There shall be no cascading of CPUs or master/slave relationships at the network level to facilitate network communications. Failure of any node shall not cause failure or communication degradation of any other node or change the network communication protocol among surviving nodes located within distance limitations. Each node/panel shall communicate on the network at a baud rate of not less than 3Mbps on wire or 100Mbps on fibre. A node may be an intelligent ONYX Series Fire Alarm Control Panel (FACP), ONYX Works Workstation (ONYX Works), Embedded Gateway, Network Control Annunciator (NCA), BAC net Gateway, Modbus Gateway, Digital Voice Command Centre (DVC) or Network Web Server (NWS).
2. The network shall provide communications for single channel digital voice and telephone as well as panel to panel communications on the same network media (wire and/or fibre)
3. The network shall be capable of expansion to at least 200 nodes.
4. Each HS-NCM shall have the capability of communicating with two node addresses simultaneously.
5. The HS-NCM shall provide a connection point for network upload/download of panel application software and panel database configurations while nodes on the network are in service.
6. Network upload/download shall support broadcast and point to point operation.
7. Each network node address shall be capable of storing Event equations. The event equations shall be used to activate outputs on one network node from inputs on other network nodes.
8. The Network shall utilize an IP based Ethernet technology adapted for long range use on wire media using VDSL technology.
9. The Network shall be compatible with multimode and single mode fibre optic media without the use of external converters.
10. The Network shall be fully capable of Style 7 operation.
11. The network shall be capable of communicating via wire (14-18AWG) or fibre optic medium. A wire network shall include a fail-safe means of isolating the nodes in the unlikely event of complete power loss to a node.
12. The high speed (HS-NCM) shall function as a network repeater to increase the twisted-pair distance capability in 3,000 ft. increments. As an option, a HS-NCM shall be available for fibre optics that increases the fibre optic distance in dB increments stated in section 2.3.A.13. A mix (hybrid) fibre/wire network HS-NCM's shall also be supported. Systems that have distance limitations, and have no available means to regenerate signals are not suitable substitutes.
13. The high speed (HS-NCM) shall function as a network repeater to increase the twisted-pair distance capability in 3,000 ft. increments. As an option, a HS-NCM shall be available for fiber optics that increases the fiber optic distance in dB increments stated in section 2.3.A.13. A mix (hybrid) fiber/wire network HS-NCM's shall also be supported. Systems that have distance limitations, and have no available means to regenerate signals are not suitable substitutes.

14. Fiber Optic Network Communication: The network shall support fiber optics with the following specifications:
 - a. Size = 62.5 micrometers / 125 micrometers Type=Multimode, Dual fiber, Plenum rated Distance=maximum 10 dB total attenuation between network nodes Connector type=ST **or**
 - b. Size =50.0 micrometers / 125 micrometers Type=Multimode, Dual fiber, Plenum rated Distance=maximum 6.5 dB total attenuation between network nodes Connector type=ST **or**
 - c. Size =9.0 micrometers / 125 micrometers Type=Single-mode, Dual fiber, Plenum rated Distance=maximum 30 dB total attenuation between network nodes Connector type=LC

B. Network Control Annunciator

1. A network control annunciator shall be provided to display all system intelligent points. The NCA shall be capable of displaying information for all events on a fully utilized network, at least 300,000 points. The network display devices, which are only capable of displaying a subset of network points, shall not be suitable substitutes.
2. The NCA shall include a minimum of 640 characters, backlit by a long life, solid state LCD display. It shall also include a full QWERTY style keypad with tactile feel. Additionally, the network display shall include ten soft-keys for screen navigation and the ability to scroll events by type (i.e. Fire Alarm, Supervisory Alarm, Trouble, etc).
3. The network control annunciator shall have the ability to display up to eight events in order of priority and time of occurrence. Counters shall be provided to indicate the total number of events by type.
4. The NCA shall mount in any of the network node fire alarm control panels. Optionally, the network display may mount in a back box designed for this use. The network shall support a minimum of 200 network control annunciators (not to exceed total node capacity) and shall connect to the network over either a wire or fibre interface.

The network control annunciator shall have an event history buffer capable of storing a minimum of 1000 events in non-volatile memory. Additionally, the NCA shall have a fire alarm history buffer capable of storing a minimum of 200 events in non-volatile memory. Systems that do not protect fire alarm events from being overwritten by other events are not suitable substitutes.

1. The NCA shall include two optically isolated, 9600 baud, industry standard EIA-232 ports for UL864 listed printers and CRT's. These peripheral devices shall print or display network activity.
2. The network control annunciator shall include control switches for system wide control of Acknowledge, Signal Silence, System Reset, Drill, and local Lamp Test. A mechanical means by which the controls switches are "locked out", such as a key, shall be available.
3. The NCA shall include long life LEDs to display Power, Fire Alarm, Pre Alarm, Security Alarm, System Trouble, Supervisory, Signals Silenced, Disabled Points, Other (non-fire) Events, and CPU Failure.

4. The network control annunciator shall include a Master password and up to nine User passwords. Each password shall be up to eight alpha-numeric characters in length. The Master password shall be authorized to access the programming and alter status menus. Each User password may have different levels of authorization assigned by the Master password.
5. The NCA shall allow editing of labels for all points within the network; control on/off of outputs; enable/disable of all network points; alter detector sensitivity; clear detector verification counters for any analogue addressable detector within the network; clear any history log within the network; change the Time/Date settings; initiate a Walk Test.
6. The network control annunciator shall support an optional Windows® based program utility. This utility shall allow the user create an NCA database, upload/download an NCA database, and download an upgrade to the NCA executive. To ensure program validity, this utility shall check stored databases for errors. A compare function shall be included to identify differences between databases.
7. For time keeping purposes the NCA shall include a time of day clock.
8. Each NCA shall support up to 32 additional 80 character remote display annunciators for displaying network activity. These "Terminal Mode" displays will mimic the activity appearing on the corresponding NCA.

C. ONYX Works Workstation

1. The ONYX Works workstation shall utilize a Microsoft® operating system. Each workstation shall be capable of graphically annunciating and controlling all network activity. Network display devices that are only capable of displaying a subset of network points shall not be suitable substitutes.
2. The ONYX Works workstation shall be an industrial grade computer with the following minimum requirements: Intel® Dual Core processor, operating at a minimum of 2.16 GHz, 3.2 GB of RAM, 64 MB Video RAM, two 160 GB hard disks, mouse, DVD-ROM/CD-RW, 3PCI / 1 ISA expansion slots, sound card, 300 watt power supply, and SVGA graphics with a screen resolution of 1024 x 768. The ONYX Works workstation shall include a 19inch wide-screen LCD monitor.

The ONYX Works workstation shall be capable of storing over 100,000 network events in a history file. Events shall be stored on hard disk and shall be capable of back-up storage to a tape drive. The history buffer allows the operator to view events in a chronological order. A filter shall be available for displaying chronological events by operator, date, time, fire alarms, troubles (including security, supervisory and system/device), disabled points/zones, system programming, operator response and operator log in/log out. The ability to print history files shall also be available.

3. The ONYX Works workstation shall use a Windows® dialog box technology to address, interrogate, control, and/or modify intelligent points on each fire alarm node. This shall include, and not be limited to: Activating outputs, enabling or disabling points, adding or removing intelligent points, viewing intelligent detector sensitivity levels and modifying point information (custom messages, detector type, verification, day/night selection etc...).

1. The ONYX Works workstation shall use a Windows® dialog box technology to address, interrogate, control, and/or modify intelligent points on each fire alarm node. This shall include, and not be limited to: Activating outputs, enabling or disabling points, adding or removing intelligent points, viewing intelligent detector sensitivity levels and modifying point information (custom messages, detector type, verification, day/night selection etc...).
2. The ONYX Works workstation shall include the ability to display system information in a graphical (floor plan) format. Each view, created using standard Windows® bitmap files, shall include icons created for intelligent devices. These icons shall blink and change to the appropriate programmed icon when an event occurs. When the device has been acknowledged, the icon shall become steady. Once the point has returned to normal, the normal icon is displayed. In addition to the graphical representation of the device, the user shall be able to link pictures, documents, and sound files to the device. The ONYX Works workstation shall also provide the ability to auto-vector to the floor plan (screen) of the device that is active. By selecting a device in the graphic presentation, the operator of the ONYXWORKS shall have the ability to log onto the corresponding node and interrogate the associated intelligent point.
3. The ONYX Works workstation shall have the ability to provide the following information through a Windows® pull down menu: An Event Counter that contains the number of new and total events on the network. The information that is displayed shall consist of Fire Alarms, Pre-Alarms, Security Alarms, Supervisory Alarms, and Troubles. Detailed Event window that contains all Off-Normal events, both unacknowledged and acknowledged that are present in the system.
4. The ONYX Works workstation shall be UL-Listed for fire protection (UL864) and burglary (UL1076).
5. The ONYX Works workstation shall meet FCC regulations (Part 15, subpart J) regardless of its connection means to the network.
6. The ONYX Works workstation shall have a flexible way of assigning operator passwords. There shall be an unlimited number of possible operators, each with specific levels of control. Each operator shall have his/her own password. Operator password and control selection shall be available to a high level "administrator" who shall have complete control over levels of control.
7. The ONYX Works workstation shall have the option, from a Windows® pull down menu, to connect to a third party paging service that allows the ONYX Works workstation to automatically send text-based messages regarding system status to a typical text pager.
8. The ONYX Works workstation shall be UL-Listed for fire protection (UL864) and burglary (UL1076).
9. The ONYX Works workstation shall meet FCC regulations (Part 15, subpart J) regardless of its connection means to the network.

10. The ONYX Works workstation shall have a flexible way of assigning operator passwords. There shall be an unlimited number of possible operators, each with specific levels of control. Each operator shall have his/her own password. Operator password and control selection shall be available to a high level "administrator" who shall have complete control over levels of control.
11. The ONYX Works workstation shall include an industry-standard EIA-232 port for a UL864 listed printer. The ONYX Works workstation shall include the ability to display system information in a graphical (floor plan) format. Each view, created using standard Windows® bitmap files, shall include icons created for intelligent devices. These icons shall blink and change to the appropriate programmed icon when an event occurs. When the device has been acknowledged, the icon shall become steady. Once the point has returned to normal, the normal icon is displayed. In addition to the graphical representation of the device, the user shall be able to link pictures, documents, and sound files to the device.
12. The ONYX Works workstation shall also provide the ability to auto-vector to the floor plan (screen) of the device that is active. By selecting a device in the graphic presentation, the operator of the ONYXWORKS shall have the ability to log onto the corresponding node and interrogate the associated intelligent point.

The ONYX Works workstation shall have the ability to provide the following information through a Windows® pull down menu: An Event Counter that contains the number of new and total events on the network. The information that is displayed shall consist of Fire Alarms, Pre-Alarms, Security Alarms, Supervisory Alarms, and Troubles. Detailed Event window that contains all Off-Normal events, both unacknowledged and acknowledged that are present in the system.

13. The ONYX Works workstation shall have the option, from a Windows® pull down menu, to connect to a third party paging service that allows the ONYX Works workstation to automatically send text-based messages regarding system status to a typical text pager.
14. The ONYX Works workstation shall be UL-Listed for fire protection (UL864) and burglary (UL1076).
15. The ONYX Works workstation shall meet FCC regulations (Part 15, subpart J) regardless of its connection means to the network.
16. The ONYX Works workstation shall have a flexible way of assigning operator passwords. There shall be an unlimited number of possible operators, each with specific levels of control. Each operator shall have his/her own password. Operator password and control selection shall be available to a high level "administrator" who shall have complete control over levels of control.
17. The ONYX Works workstation shall include an industry-standard EIA-232 port for a UL864 listed printer.

D. NOTI-FIRE-NET Web Server

1. The NOTI-FIRE-NET Web Server shall utilize a Microsoft® CE operating system. A fire alarm network web server shall be provided to remotely display off-normal conditions for all system intelligent points.
2. The web interface shall allow access to fire alarm control panel event history, event status, and device properties using Microsoft® Internet Explorer.
3. Event counters shall be provided to indicate the total number of events by event type.
4. Email notification of off-normal conditions, configurable by event type, shall be supported. The NWS shall have a web interface that is accessible through the Internet or an Intranet.
5. A standard CAT-5 Ethernet connection to a local area network shall be supported.
6. The NWS shall support operator and administrator accounts and password. The administrator password shall be authorized to access the programming and configuration of the NWS.
7. Multiple users shall be able to access the NWS simultaneously.
8. The NWS shall mount in any of the network node fire alarm control panels.
9. The NWS shall have a UL ancillary listing for fire protection (UL864) as a minimum.

E. Embedded Gateway

1. The Embedded Gateway shall utilize a Microsoft® CE operating system. The system shall provide an Embedded Gateway interface for remote connections of the Notifier Network containing the following panels via Ethernet (TCP/IP infrastructure): AFP-1010, AM2020, AFP-200, and the AFP-300/400 as well as ONYX® series control panels. The NFN Gateway and the Embedded Gateway will:
 - a. Serves as a bridge between an ONYX Works® Workstation and a NFN network, and it uses that Workstation as the primary reporting station for the NFN network
 - b. Translates a NFN network's panel and device data into data that can be interpreted by the ONYX Works® Workstation software application

Monitors NFN networks using ARCNET network architecture.

2. This system shall also support up to 50 Embedded Gateways, which shall be connected via Ethernet. The network shall have the ability to use fibre optic cable (single-mode and multi-mode), wire (twisted pair copper media in a style 4 or style 7 configuration), or combination wire/fibre communications with support of up to 200 nodes on a High Speed Network.
 - a. Wire networks shall support 12 AWG, 1 Pair Shielded to 24 AWG, 4 Pair Unshielded following the manufacturer's guidelines.
 - b. Fibre optic networks shall support 62.5/125µm multimode cable 8dB limit, 50/125µm multimode cable 4.2dB limit and 9/125 µm single mode cable 30dB limit
 - c. Wire to fibre conversions using repeaters.
3. Data communications of 12 Mbps (wire) and 100 Mbps (fibre) on the High Speed Network.

F. BAC net Gateway

1. The BAC net Gateway shall utilize a Microsoft® CE operating system. The BAC net Gateway shall provide an interface between Notifier Fire Alarm Control Panels and clients using BAC net/IP communications protocol.

2. The clients will be required to subscribe to Event Notification objects per FACP and will receive device information as BAC net objects via the subscription.
3. The BAC net Gateway shall be compatible with the ONYX Series panels and the following NOTI-FIRE-NET devices:
 - a. NCA-2
 - b. DVC
 - c. ONYX Works
 - d. AFP-1010/AM2020 panels
4. The BAC net Gateway shall monitor a single ONYX FACP via the NUP port or monitor up to 14 nodes on the NOTI-FIRE-NET with a maximum combined object count of 15,000. Multiple BAC net Gateways can be used for networks with more than 15 nodes total.
5. The BAC net Gateway shall be PC programmable using the BAC net Gateway Configuration Tool on a compatible computer that is using Windows® XP Operating System.

G Modbus Gateway

1. The Modbus Gateway shall utilize a Microsoft® CE operating system. The Modbus Gateway provides a communications link between networks that use the Modbus/TCP communications protocol and the Notifier FACP resident on an NFN network. The Modbus protocol will be consistent with Modbus Application Protocol Specification v1.1b.
2. The Modbus Gateway shall be compatible with the ONYX Series panels.
3. The Modbus Gateway shall monitor up to four compatible HS-NFN nodes and provide data such as event type, active/inactive, enabled/disabled, acknowledged/unacknowledged, device type, analog value (4-20mA module only) and system troubles.
4. The Modbus Gateway will support reads of up to 100 registers at a time for digital values and 10 registers reads at a time for analogue values.
5. The Modbus Gateway Configuration Tool, using a Windows® XP Operating System compatible computer, will be used to configure the Modbus Gateway.

PART 3.0 - EXECUTION

3.1. INSTALLATION:

- A.** Installation shall be in accordance with the NEC, NFPA 72, local and state codes, as shown on the drawings, and as recommended by the major equipment manufacturer.
- B.** All conduit, junction boxes, conduit supports and hangers shall be concealed in finished areas and may be exposed in unfinished areas. Smoke detectors shall not be installed prior to the system programming and test period. If construction is ongoing during this period, measures shall be taken to protect smoke detectors from contamination and physical damage.
- C.** All fire detection and alarm system devices, control panels and remote annunciators shall be flush mounted when located in finished areas and may be surface mounted when located in unfinished areas.
- D.** Manual fire alarm boxes shall be suitable for surface mounting or semi-flush mounting as shown on the plans, and shall be installed not less than 42 inches (1067 mm), nor more than 48 inches (122 mm) above the finished floor.

3.2. TEST:

The service of a competent, factory-trained engineer or technician authorized by the manufacturer of the fire alarm equipment shall be provided to technically supervise and participate during all of the adjustments and tests for the system. All testing shall be in accordance with NFPA 72, Chapter 7.

- A. Before energizing the cables and wires, check for correct connections and test for short circuits, ground faults, continuity, and insulation.
- B. Close each sprinkler system flow valve and verify proper supervisory alarm at the FACP.
- C. Verify activation of all water flow switches.
- D. Open initiating device circuits and verify that the trouble signal actuates.
- E. Open and short signalling line circuits and verify that the trouble signal actuates.
- F. Open and short notification appliance circuits and verify that trouble signal actuates.
- G. Ground all circuits and verify response of trouble signals.
- H. Check presence and audibility of tone at all alarm notification devices.
- I. Check installation, supervision, and operation of all intelligent smoke detectors using the walk test.
- J. Each of the alarm conditions that the system is required to detect should be introduced on the system. Verify the proper receipt and the proper processing of the signal at the FACP and the correct activation of the control points.
- K. When the system is equipped with optional features, the manufacturer's manual shall be consulted to determine the proper testing procedures. This is intended to address such items as verifying controls performed by individually addressed or grouped devices, sensitivity monitoring, verification functionality and similar.

FINAL INSPECTION:

- A. At the final inspection, a factory-trained representative of the manufacturer of the major equipment shall demonstrate that the system functions properly in every respect.

3.4. INSTRUCTION:

- A. Instruction shall be provided as required for operating the system. Hands-on demonstrations of the operation of all system components and the entire system including program changes and functions shall be provided.

The contractor and/or the systems manufacturer's representatives shall provide a typewritten "Sequence of Operation".

ELECTRICAL INSTALLATION WORKS

PROPOSED OFFICE PARTITIONING WORKS FOR NIFCA KASNEB TOWERS , NAIROBI.

SCHEDULE A - ELECTRICAL INSTALLATION WORKS FLOOR (BILL No E1)

SCHEDULE B - ACCESS CONTROL (BILL No D1)

SCHEDULE C - FIRE ALARM SYSTEM (BILL No N1)

SCHEDULE D - DATA AND VOICE WORKS (BILL No G1)

SCHEDULE E - TELEPHONY AND PBX (BILL No H1)

SCHEDULE F - CCTV NETWORK (BILL No J1)

PROPOSED ELECTRICAL INSTALLATION WORKS
PROPOSED OFFICE PARTITIONING WORKS FOR NIFCA KASNEB
TOWERS, NAIROBI

BILL NO. 1 - PRELIMINARY ITEMS

ITEM No.	DESCRIPTION	AMOUNT
1	<p><i>[OPTIONAL]</i> The Contractor shall provide, or erect and maintain an approved lock-up office for the sole use of the Engineer and his own site staff. The office, which will have a total floor area of not less than..... m², will be divided into two separate interconnected offices. Services to be provided shall include a telephone, water sanitary, electrical supply and drainage. The offices shall be supplied with furniture and equipment that shall include:</p> <p>Desk with chairs; large table with sufficient number of chairs; drawing table along the full length of one side with plan drawers and drawing stools: waste paper basket: sufficient number of pin boards: and any additional furniture and fittings as may reasonably be required during the Contract period. The Contractor shall provide the Architect and site staff with computer sets or laptops, printers and telephones all that are necessary for project use. The office furniture and equipment shall all be to the approval of the Engineer. The Contractor shall also provide all labour, equipment and consumable stores equipment throughout the currency of the contract.</p>	
2	<p><i>[OPTIONAL]</i> Contractor shall provide a house for Engineers site agent, which shall be one bedroomed temporary house with a sitting room, toilet, bathroom and a kitchen complete with electrical and sanitary installations and provide maintenance and paying of bills of water and electricity up to and including end of the contract period.</p>	
3	<p><i>[OPTIONAL]</i> Provide a signboard not less than _____ square meters in size of a design type, and with lettering and colouring and in a position approved by the Engineer. The signboard shall be for the display of the Main Contractor's name and the names of all his Sub-Contractors, with the Procuring Entity's name painted thereon. All Consultants names be printed in letters not exceeding 50 mm high. No other signboard or advertising shall be allowed. The signboard shall be fully maintained during the Contract Period and shall be pulled down and removed at the end of the contract.</p>	
4	<p>Scope of contract works; The contractor shall supply, deliver, unload, hoist, fix, test, commission and hand-over in satisfactory working order the complete installations specified hereinafter and/or as shown on the Contract Drawings attached hereto, including the provision of labour, transport and plant for unloading material and storage, and handling into position and fixing, also the supply of ladders, scaffolding the other mechanical devices to plant, installation, painting, testing, setting to work, the removal from site from time to time of all superfluous material and rubbish caused by the works. The contractor shall supply all accessories, whether of items or equipment specified by the Builders Works Contractor but to be fixed and commissioned under this contract.</p>	
5	<p>Samples and materials generally: The contractor shall, when required, provide for approval at no extra cost, samples of all materials to be incorporated in the works. Such samples, when approved, shall be retained by the Engineer and shall form the standard for all such materials incorporated.</p>	

ITEM No.	DESCRIPTION	AMOUNT
6	<p><u>Identification of plant components:</u> The contractor shall supply and fix identification labels to all plant, starters, switches and items of control equipment including valves, with white traffolyte or equal labels engraved in red lettering denoting its name, function and section controlled. The labels shall be mounted on equipment and in the most convenient positions. Care shall be taken to ensure the labels can be read without difficulty. This requirement shall apply also to major components of items of control equipment. Details of the lettering of the labels and the method of mounting or supporting shall be forwarded to the Engineer for approval prior to manufacture.</p>	
7	<p><u>Contract Drawings:</u> The Contract Drawings when read in conjunction with the text of the Specification, have been completed in such detail as was considered necessary to enable competitive tenders to be obtained for the execution and completion of the Sub-contract works. The Contract Drawings are not intended to be Working Drawings and shall not be used unless exceptionally they are released for this purpose.</p>	
8	<p><u>Working Drawings:</u> The contractor shall prepare such Working Drawings. Three copies of all working drawings shall be submitted to the Engineer for approval. One copy of the working drawings submitted to the Engineer for approval shall be returned to the contractor indicating approval or amendment therein.</p>	
9	<p><u>Record Drawings</u> (As Installed) drawings During the execution of the Sub-contract Works the Sub-contractor shall, in a manner approved by the Engineer record on Working or other Drawings at site all information necessary for preparing Record Drawings of the installed Sub-contract Works. Marked-up Working or other Drawings and other documents shall be made available to the Engineer as he may require for inspection and checking.</p> <p>Record Drawings, may, subject to the approval of the Engineer, include approved Working Drawings adjusted as necessary and certified by the Sub-contractor as a correct record of the installation of the Sub-contract Works.</p>	
10	<p><u>Supervision by Engineer and Site Meetings:</u> - A competent Project Engineer appointed by the Engineer as his representative shall supervise the Contract works. The Project Engineer shall be responsible for issuing all the site instructions in any variations to the works and these shall be delivered through the Contractor with the authority of the Project Manager. Any instructions given verbal shall be confirmed in writing.</p> <p>The project engineer and (or) the Engineer shall attend management meetings arranged by the Project Manager and for which the Contractor or his representative shall also attend. For the purpose of supervising the project, provisional sums are provided to cover for transport and allowances. The Contractor shall in his tender allow for the provision of management meetings and site inspections, as instructed by the Engineer, and also profit and attendance on these funds. The funds shall be expended according to Project Manager's instructions to the contractor.</p>	

ITEM No.	DESCRIPTION	AMOUNT
11	<p><u>Maintenance Manual</u> Upon Practical Completion of the Sub-contract Works, the Sub-contractor shall furnish the Engineer four copies of a Maintenance Manual relating to the installation forming part of all of the Sub-contract Works.</p>	
12	<p><u>Testing and Inspection – Manufactured Plant</u> The Engineer reserves the right to inspect and test or witness of all manufactured plant equipment and materials.</p> <p>The right of the Engineer relating to the inspection, examination and testing of plant during manufacture shall be applicable to Insurance companies and inspection authorities so nominated by the Engineer.</p> <p>The contractor shall give two weeks’ notice to the Engineer of his intention to carry out any inspection or tests and the Engineer or his representative shall be entitled to witness such tests and inspections. Six copies of all test certificates and performance curves shall be submitted as soon as possible after the completion of such tests, to the Engineer for his approval.</p> <p>Plant or equipment which is shipped before the relevant test certificate has been approved by the Engineer shall be shipped at the contractor’s own risk and should the test certificate not be approved new tests may be ordered by the Engineer at the contractor’s expense.</p>	
13	<p><u>Testing and Inspection –Installation</u></p> <p>Allow for testing each section of the contract Works installation as described hereinafter to the satisfaction of the Engineer.</p>	
14	<p><u>Initial Maintenance</u> The contractor shall make routine maintenance once a month during the liability for the Defects Period and shall carry out all necessary adjustments and repairs, cleaning and oiling of moving parts. A monthly report of the inspection and any works done upon the installation shall be supplied to the Engineer. The contractor shall also provide a 24 -hour break-down service to attend to faults on or malfunctioning of the installation between the routine visits of inspection.</p> <p>The contractor shall allow in the contract Sum of the initial maintenance, inspection and break-down service and shall provide for all tools, instruments, plant and scaffolding and the transportation thereof, as required for the correct and full execution of these obligations and the provision, use or installation of all materials as oils, greases, sandpaper, etc., or parts which are periodically renewed such as brake linings etc., or parts which are faulty for any reason whatsoever excepting always Acts of God such as storm, tempest, flood, earthquake and civil revolt, acts of war and vandalism</p>	
15	<p><u>Protection</u> The contractor shall adequately cover up and protect his own work to prevent injury and also to cover up and protect from damage all parts of the building or premises where work is performed by him under the Contract.</p>	
16	<p>TOTAL CARRIED TO GRAND SUMMARY</p>	

ELECTRICAL INSTALLATION WORKS

SCHEDULE A BILL No E1 : ELECTRICAL INSTALLATION

PROPOSED OFFICE PARTITIONING WORKS FOR NIFCA KASNEB TOWERS, NAIROBI

ITEM No	ITEM DESCRIPTION	UNIT	QTY	UNIT RATE	AMOUNT KSHS	CTS
	Supply, install, test and commission the following complete as specified herein or approved equivalent:					
1.00	<u>DISCONNECTIONS AND REMOVAL WORKS</u>					
1.01	Carefully remove, store and arrange for handing over to client existing electrical cabling, lighting fittings and other accessories including provision of temporary power supply as shall be approved by Electrical Engineer.	L.S	Item			
2.00	SUB MAINS WIRING / DISTRIBUTION CABLES					
2.01	a) 25.00 mm ² CU/PVC/SC [RED, YELLOW BLUE] sheathed (ref.6941X) - 220/415 V cable complete with accessories.	M	50			
	b) 10.0 mm ² CU/PVC/SC sheathed (ref.6941X) - 220/415 V cable complete with accessories.	M	100			
3.00	CLEAN / RAW POWER POINTS					
3.01	Socket outlet point wired in 3 x 2.5 mm ² PVC/SC CU Cables drawn in concealed 25 mm ∅ diameter HG PVC ring of Conduits/ metal clad trunking, c/w all accessories but excluding plates, <i>Twin</i>	No	50			
3.02	13A, moulded ivory white switched socket outlet plates as MK or Crabtree as follows: <i>Twin switched</i>	No	20			
4.00	<i>DITTO ITEM 3.02 but for clean power</i>	No	30			
5.00	45 amps DP ivory flash switch plates [as MK]	No	4			
6.00	AIR CONDITIONING POWER SUPPLY POINT					
6.01	Air conditioning point wired in 2 core x 10.0 mm ² PVC/SC CU Cables drawn in metal clad trunking	No	4			
SUB TOTAL CARRIED FORWARD TO COLLECTION PAGE						

PROPOSED OFFICE PARTITIONING WORKS FOR NIFCA KASNEB TOWERS, NAIROBI

ITEM No	ITEM DESCRIPTION	UNIT	QTY	UNIT RATE	AMOUNT KSHS	CTS
	Supply, install, test and commission the following complete as specified herein or approved equivalent:					
7.00	LIGHTING POINTS					
7.01	Lighting point wired in 3x1.5 mm ² PVC / SC CU Cables drawn in concealed 25 mm- Ø HG PVC Conduits / cable trays c/w all accessories but excluding switches for:					
	a) One way switching	No	25			
	b) Two way switching	No	55			
	c) Intermediate switching	No	6			
8.00	LIGHTING SWITCHES					
8.01	10A, metal clad flash switch plates as follows:					
	(a) One gang one way. [As MK]	No	10			
	(b) Two gang two way. [As MK]	No	5			
	(c) One gang intermediate. [As MK]	No	1			
9.00	LIGHTING FITTINGS					
9.01	lighting fittings c/w all accessories:					
	(i) LED modular Bathroom 20 watts light fitting	No	2			
	(ii) Recessed modular luminaire LED for [600 x 600mm] glare control Protech /anti-sparking prismatic optic, white (RAL9016) diffuser: UV-stabilized [As OMEGA] to approval.	No	50			
	(iii) LED modular recessed down light 20/24w240 vac fitting [As Linn] to approval CAT No CU1000Z3K.	No	35			
	(iv) 36 w 1200mm single batten LED luminaire with clear prismatic diffusers as CAT No CO2100Z4K.	No	1			
10.00	EXIT SIGNAGE					
10.01	Exit signage point wired in 3 x 1.5 mm ² single core PVC Cables drawn in concealed 20 mm diameter heavy gauge PVC Conduits, complete with all accessories.	No	4			
10.02	2.2 – 5 watts ultra slim aluminium bodied LED 3 hour duration maintained and viewing distance up to 23 m fire exit signs	No	4			
SUB TOTAL CARRIED FORWARD TO COLLECTION PAGE						

PROPOSED OFFICE PARTITIONING WORKS FOR NIFCA KASNEB TOWERS, NAIROBI

ITEM No	ITEM DESCRIPTION	UNIT	QTY	UNIT RATE	AMOUNT KSHS	CTS
	Supply, install, test and commission the following complete as specified herein or approved equivalent:					
10.00	TRUNKING AND DUCTING					
10.01	Lay Metal clad cable tray 150mm width complete with accessories for internal power / data cable reticulation.	M	20			
10.02	Lay HG/PVC flexible conduit of size 30mm Ø	M	30			
10.03	Rectangular skirting trunking type 'B' of dimensions 150 mm W x 50 mm D 2 compartment flush along all walls c/w accessories (Trunking to be powder coated and white in colour) complete with inside and outside corner bends, end covers, cover plates with outlet provisions for data/ voice and power points.	M	225			
11.00	Engineer's stationary (50,000.00)	L.S	Item			
12.00	Contingency sum to be used at the discretion of the Project Manager. (150,000.00)	L.S	Item			
13.00	ELECTRIC HAND DRIERS					
13.01	Electric hand drier point wired in 3 x 2.5 mm ² Ø single core PVC Cables drawn in concealed 20 mm Ø heavy gauge PVC Conduits, complete with all accessories.	No	1			
13.02	240 vac wall mounted hand driers	No	1			
14.00	INTERNAL POWER DISTRIBUTION					
14.01	Cable termination box as type No 2CVA 002 101 R1001.	No	4			
4.02	125 amps 12 way TPN wall mounted recessed and hinged flash cover distribution board complete with integral isolator and all other accessories except MCBs [as MEM] CE certified and marked DIN rail mounting, fast break time 2.3 – 2.5 mS, short circuit interrupt rating 6 / 10 KA	No	1			
14.03	MCBs c/w all accessories:					
	(a) 10 amps single pole [As MEM]	No	4			
	(b) 20 amps single pole [As MEM]	No	4			
	(c) 32 amps single pole [As MEM]	No	4			
SUB TOTAL CARRIED FORWARD TO COLLECTION PAGE						

COLLECTION PAGE FOR ELECTRICAL INSTALLATION WORKS

PROPOSED OFFICE PARTITIONING WORKS FOR NIFCA KASNEB TOWERS, NAIROBI

SCHEDULE A BILL No E1 : ELECTRICAL INSTALLATION

S/ No	BILL No	ITEM No	Pg No	TOTAL KSHS	CTS
1	E1	1.00 – 6.00	E /1		
		7.00 – 10.00	E/ 2		
		11.00 - 14.00	E /3		
TOTAL CARRIED FORWARD TO PRICE SUMMARY PAGE					

ELECTRICAL INSTALLATION WORKS

SCHEDULE B : ACCESS CONTROL BILL No D1

PROPOSED OFFICE PARTITIONING WORKS FOR NIFCA KASNEB TOWERS, NAIROBI
--

ITEM No	ITEM DESCRIPTION	UNIT	QTY	UNIT RATE	AMOUNT KSHS	CTS
1.00	Supply, install, set up, configure, test and commission the following items as specified herein or approved equivalent.					
	ACCESS CONTROLLER					
1.01	Biometric pin and proximity, IP- based single door Access Controller complete with its PSU and all accessories.	No	2			
1.02	Exit buttons.	No	2			
1.03	Maglock of 300 Kg holding force.	No	2			
1.04	Emergency break glass.	No	2			
1.05	Mounting brackets.	No	2			
1.06	PSU – 5 amps c/w battery	No	2			
1.07	Over ride switch	No	2			
1.08	Interface cable	M	200			
1.09	RFID cards	No	5			
1.10	Finger print reader	No	2			
1.11	Assorted Sundries, tags and labelling	L.S	Item			
2.00	Allow for minor alterations on builders works and making good of the same.	L.S	Item			
3.00	Training system administrators and operators on all the installed systems	L.S	Item			
SUB TOTAL CARRIED FORWARD TO COLLECTION PAGE						

COLLECTION PAGE FOR ELECTRICAL INSTALLATION WORKS

PROPOSED OFFICE PARTITIONING WORKS FOR NIFCA KASNEB TOWERS, NAIROBI

SCHEDULE B : ACCESS CONTROL BILL No D1 :

S/ No	BILL No	ITEM No	Pg No	TOTAL KSHS	CTS
1	D1	1.00 – 3.00	D /1		
TOTAL CARRIED FORWARD TO COLLECTION PAGE					

ELECTRICAL INSTALLATION WORKS

SCHEDULE C : Fire Alarm, BILL No N1

PROPOSED OFFICE PARTITIONING WORKS FOR NIFCA KASNEB TOWERS, NAIROBI
--

ITEM No	ITEM DESCRIPTION	UNIT	QTY	UNIT RATE	AMOUNT KSHS	CTS
1.00 1.01	Supply, install, test and commission the following complete as specified herein or approved equivalent: FIRE ALARM SYSTEM Programmable 230 vac [+10% / -15%] , 50 - 60 Hz electrical / electronic surface wall mounted Fire alarm panel. (As Manvier or Fire glass). Works include but not limited to identification of interconnections terminals, cabling and programming with the following features : <ul style="list-style-type: none"> - 3 in 1 loop panel' - Up to 400 mA current dynamically shared across 3 loop circuits. - Up to 128 addresses / 32 zones. - Auto addressing, auto mapping with intel zone feature and On screen help function. - USB dual port role auto host / device to upload / download language file, firmware, configuration , vocal messages, etc..... - Walk test function, loop break location. - 4000 event log - Up to 4 repeaters. 	Unit	1			
3.00 3.01	CALL POINT WIRING Fire alarm manual call point wired in 2core x 1.5 mm ² PVC/SC CU screened fire resistant Cables drawn in concealed 25 mm Ø diameter HG PVC ring of Conduits / metal clad trunking, complete with all accessories but excluding plates.	No	4			
SUB TOTAL FOR CARRIED FORWARD TO COLLECTION PAGE						

PROPOSED OFFICE PARTITIONING WORKS FOR NIFCA KASNEB TOWERS, NAIROBI

ITEM No	ITEM DESCRIPTION	UNIT	QTY	UNIT RATE	AMOUNT KSHS	CTS
	Supply, install, test and commission the following complete as specified herein or approved equivalent:					
4.00	ADDRESSABLE INDOOR CALL POINT					
4.01	Surface wall mounted call point complete with <ul style="list-style-type: none"> - Integral short circuit isolator - LED indicator - Optional transparent hinged cover. - Plastic resettable element 	No	4			
5.00	ADDRESSABLE SMOKE / HEAT DETECTORS					
5.01	Addressable photoelectric smoke detector complete with common base (As Menvier) with the following features; <ul style="list-style-type: none"> - Pulsing IR LED & photodiode. - Lockable to base, 8 LEDS for 360⁰ visibility - 17 to 28 volts DC - Coverage 100 m² - Start up time 10 seconds 	No	6			
6.00	ADDRESSABLE SOUNDER					
6.01	Addressable 24v polarised 6" addressable wall mounted fire bell / sounder (As Menvier) with the following feature: <ul style="list-style-type: none"> - 102dB - 17 – 28 V DC 	No	3			
SUB TOTAL FOR CARRIED FORWARD TO COLLECTION PAGE						

COLLECTION PAGE FOR ELECTRICAL INSTALLATION WORKS

SCHEDULE C: Fire Alarm, BILL No N1

PROPOSED OFFICE PARTITIONING WORKS FOR NIFCA KASNEB TOWERS, NAIROBI

S / No	BILL No	ITEM No	Pg No	TOTAL KSHS	CTS
1	N1	1.0 - 3.00 4.00 – 6.00	N/1 N/2		
TOTAL (KSHS) CARRIED FORWARD TO COLLECTION PAGE					

SCHEDULE D : BILL No G1 - DATA / VOICE NETWORK

PROPOSED OFFICE PARTITIONING WORKS FOR NIFCA KASNEB TOWERS, NAIROBI

ITEM No	ITEM DESCRIPTION	UNIT	QTY	UNIT RATE	AMOUNT KSHS	CTS
	Supply, install, set up, configure, test and commission the following items as specified herein or approved equivalent.					
1.00	<u>HORIZONTAL CABLING:</u>					
1.01	Four pair UTP (CAT 6A) cable [As Siemons] drawn in the trunking	M	4,000			
1.02	Dual RJ45 data outlets complete with face plates	No	20			
1.03	RJ45 connectors [As Siemons]	No	40			
1.04	24 port RJ45 patch panels [As Siemons]	No	1			
1.05	1U WM series rack mount cables managers.	No	1			
1.06	1 metre, 4 pair RJ45 – RJ45 patch cords.	No	40			
1.07	3 metre, 4 pair RJ45 – RJ45 patch cords.	No	40			
1.08	12 core optic fibre c/w accessories	M	100			
1.09	SC – LC duplex fibre patch cords (10G) multi mode	No	2			
1.10	LC – LC duplex fibre patch cords (10G) multi mode	No	2			
1.11	UTP 6A cable boxes	No	3			
1.12	SFP	No	2			
1.13	Fibre duct 8 core	No	1			
1.14	Fibre duct 12 core	No	1			
2.00	<u>DATA ACCESS POINT</u>					
2.01	Ceiling mounted data access point WPA/WPA2 – enterprise 802.1X with RADIUS secure authentication, 300 Mbps wireless data rate for uninterrupted wireless connection unit complete with all accessories.	No	1			
SUB TOTAL CARRIED FORWARD TO COLLECTION PAGE						

PROPOSED OFFICE PARTITIONING WORKS FOR NIFCA KASNEB TOWERS, NAIROBI

ITEM No	ITEM DESCRIPTION	UNIT	QTY	UNIT RATE	AMOUNT KSHS	CTS
	Supply, install, set up, configure, test and commission the following items as specified herein or approved equivalent.					
3.00	<u>DATA AND VOICE SWITCH.</u>					
3.01	Standalone with optional stacking 48 10/100/1000 Ethernet PoE+ ports and 4 x 1G uplink ports, with 640 WAC power supply, 1 RU, IP base feature set LAN base feature set as CISCO 9200 series c/w all accessories .	No	1			
3.02	12 port 25G/10G/1G SFP28 Modular Uplink (Core) switch complete with accessories as described in the particular specifications and as Cisco 9600 series (currently available in the market and being supported by Cisco) or approved equivalent	No	1			
4.00	<u>EQUIPMENT CABINETS</u>					
4.01	42U 19" rack free standing factory manufactured cabinet with low noise (low Db) fans, PDU.	No	1			
5.00	<u>UPS</u>					
5.01	240 vac, 50Hz 3 KVA rack mount c/w maintenance free batteries [As APC] smart UPS with USB and serial port.	No	1			
6.00	<u>NETWORK CABINET WORKS EARTHING AND TESTING</u>					
6.01	Earthing on all the installation and bond all metallic parts.	L.S	Item			
6.02	Electrical type tests on the electrical installation and ensure that the system complies fully with the I.E.E / Kenya Power & Lighting Co. Ltd Regulations	L.S	Item			
SUB TOTAL CARRIED FORWARD TO COLLECTION PAGE						

COLLECTION PAGE FOR ELECTRICAL INSTALLATION WORKS

SCHEDULE D : BILL No G1 - DATA VOICE NETWORK

PROPOSED OFFICE PARTITIONING WORKS FOR NIFCA KASNEB TOWERS, NAIROBI

S / No	BILL No	ITEM No	PAGE No	TOTAL KSHS	CTS
1	G1	1.00 – 3.00 4.00 – 8.00	G/1 G/2		
TOTAL (KSHS) CARRIED FORWAR TO COLLECTION PAGE					

SCHEDULE E : BILL No H1 - IP – PBX TELEPHONY

PROPOSED OFFICE PARTITIONING WORKS FOR NIFCA KASNEB TOWERS, NAIROBI

ITEM No	ITEM DESCRIPTION	UNIT	QTY	UNIT RATE	AMOUNT KSHS	CTS
1.00	Supply, install, set up, configure, test and commission the following items as specified herein or approved equivalent.					
	<u>IP – PBX</u>					
1.01	100 No VoIP trunk with 2 No T1/E1 Card, 30 concurrent calls, 1000 min. voicemails, 1xLAN Ethernet 10/100/1000 port 1xWAN 10/100/1000port 6 No GSM / 4G ports, c/w associated software, licences, capacity for upgradability, (hardware/ software) and fully loaded with all specified and necessary cards and accessories.	Unit	1			
2.00	<u>TELEPHONE OPERATOR PHONE</u> Executive IP Phone: POE,					
2.01	2x10/100/1000 Ethernet ports, TFT/LCD, 4.3” 480 x 272 pixel colour display with backlight, USB port, Bluetooth , Programmable Keys, Headset ports c/w user connect license and all accessories.	No	1			
2.02	<u>IP TELEPHONES</u> Executive IP phone: POE, 2x10/100/1000 Ethernet ports, TFT/LCD, 4.3” 480 x 272 pixel colour display with backlight, USB port, Bluetooth , Programmable Keys, Headset ports c/w user connect license and all accessories.	No	2			
2.03	<u>IP TELEPHONES</u> POE, 2x10/100/1000 Ethernet ports, TFT/LCD, 4.3” 480 x 272 pixel colour display with backlight, USB port, Bluetooth , Programmable Keys, Headset ports c/w user connect license and all accessories	No	10			
SUB TOTAL CARRIED FORWARD TO COLLECTION PAGE						

COLLECTION PAGE FOR IPBX WORKS

SCHEDULE E : BILL No H1 - IP – PBX TELEPHONY

PROPOSED OFFICE PARTITIONING WORKS FOR NIFCA KASNEB TOWERS, NAIROBI

S / No	BILL No	ITEM No	Pg No	TOTAL KSHS	CTS
1	H1	1.0 – 2.00	G/1		
TOTAL (KSHS) - IPBX WORKS					

SCHEDULE F : BILL No J1 CCTV NETWORK

PROPOSED OFFICE PARTITIONING WORKS FOR NIFCA KASNEB TOWERS, NAIROBI

ITEM No	ITEM DESCRIPTION	UNIT	QTY	UNIT RATE	AMOUNT KSHS	CTS
	Supply, install, set up, configure, test and commission the following items as specified herein or approved equivalent.					
1.00	<u>CCTV NETWORK</u>					
1.01	Four pair UTP (CAT 6) cable [As Siemons] drawn in the existing trunkings with one end patched at patch panel and the other end connected to RJ45 port of the Camera.	M	200			
2.00	<u>Network Video Recorder</u>					
2.01	Embedded NVR, 3840x2160 resolution, 8 channel HDMI Channel up to 4K, 12 MP recording resolution, 80 Mbps/H256/H264/ MPEG4 in/out Bw, integrated 8 PoE ports, HDMI 2 SATA , 8TB storage capacity c/w all accessories	No	1			
3.00	<u>LED Monitor (Link to existing)</u>					
3.01	240 vac full HD 4 picture by picture support 55" (UHD) monitor 3,840 x 2,160 (pixels HxV) resolution, 1 VGA, Contrast ratio 4700:1 audio in stereo, 2/4 DVI/HDMI, USB	No	1			
4.00	<u>IP Dome Camera</u>					
4.01	Indoor Vari – focal 2.8 – 12mm fixed lens, 4MP, full HD 1080P, 20 fps (2688 x 1520), 12V DC ± 25% PoE (802.3af Class 3), H.264 / MJPEG / H.264+, WDR 120dB, Intrusion, Motion & Line Crossing, Face Detection, Dynamic analysis, IR 30M, built in Micro SD/SDHC/SDXC slot, up to 128 GB, vandal proof IK10 c/w all accessories and software	No	4			
SUB TOTAL CARRIED FORWARD TO COLLECTION PAGE						

COLLECTION PAGE FOR CCTV WORKS

SCHEDULE F : BILL No J1 CCTV NETWORK

PROPOSED OFFICE PARTITIONING WORKS FOR NIFCA KASNEB TOWERS, NAIROBI

S / No	BILL No	ITEM No	PAGE No	TOTAL KSHS	CTS
1	J1	1.00 – 4.00	J/1		
SUB TOTAL					

COLLECTION PAGE FOR ELECTRICAL AND DATA INSTALLATION WORKS

PROPOSED OFFICE PARTITIONING WORKS FOR NIFCA KASNEB TOWERS, NAIROBI

SCHEDULE No	BILL No	ITEM No	Page No	TOTAL KSHS	CTS
	1	PRELIMINARY ITEMS			
A	E1	1.0 – 6.00	E/1		
		7.00 - 10.00	E/2		
		11.00 - 14.00	E/3		
SUB TOTAL 1 FOR BILL No E1 (Electrical Installation)					
B	D1	1.00 – 4.00	D/1		
SUB TOTAL FOR BILL No D1 (Access Control)					
C	N1	1.00 – 3.00	N/1		
		4.00 - 6.00	N/2		
SUB TOTAL FOR BILL No N1 (Fire Alarm System)					
D	G1	1.0 – 3.00	G/1		
		4.00 – 8.00	G/2		
SUB TOTAL FOR BILL No G1 (Data & Voice Network)					
E	H1	1.0 – 2.00	H/1		
SUB TOTAL FOR BILL No H1 (IP – PBX & Telephony)					
F	J1	1.00 – 10.00	J/1		
SUB TOTAL FOR BILL No J1 (CCTV network)					
GRAND TOTAL CARRIED FORWARD TO SUMMARY PRICE PAGE (KSHS)					

PROVISIONAL SUMS

PROPOSED OFFICE PARTITIONING WORKS FOR
NIFCA AT KASNEB TOWERS,NAIROBI.

ITEM	DESCRIPTION	QTY	UNIT	RATE	K.SHS
	<p><u>PROVISIONAL SUMS</u></p> <p><u>The following provisional sums are to be measured on completion and priced in accordance with the rates contained in these bills of quantities or prorata thereto or deducted in whole if not required</u></p> <p>A Allow a provisional sum of Kenya Shillings One Million (Kshs 1,000,000.00) only for Contingencies</p>		ITEM		1,000,000.00
	TOTAL FOR PROVISIONAL SUMS CARRIED TO GRAND SUMMARY				1,000,000.00

GRAND SUMMARY

GRAND SUMMARY

ITEM	DESCRIPTION	Page No.	FOR TENDERER USE ONLY	FOR OFFICIAL USE ONLY
			K.SHS.	K.SHS.
A	PARTICULAR PRELIMINARIES	PP / 8		
B	GENERAL PRELIMINARIES	GP / 13		
C	<u>MEASURED WORKS:</u> BUILDERS WORKS	MW / 7		
D	MECHANICAL WORKS	MW / 7		
E	ELECTRICAL INSTALLATION WORKS	GS - 1		
F	PROVISIONAL SUMS	PS / 1		
	SUB-TOTAL			
	VAT 16%			
	GRAND TOTAL (IN KSHS) CARRIED TO FORM OF TENDER			

Amount in words. Kenya Shillings

.....

.....

Tenderer's Signature and stamp.....

Address

.....

Date

Witness Signature

Address

.....

Date

**PART III - CONDITIONS OF CONTRACT
AND CONTRACT FORMS**

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.

11.2 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

12.1 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

13.1 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.

13.2 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.

13.3 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.

13.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.

13.5 Both parties shall comply with any conditions of the insurance policies.

14. Site Data

14.1 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

15.1 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

16.1 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

24.1.1 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.

245 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.

34.2 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.

⁷In 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.

⁸In 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.

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

385The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning

386If 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

387Value 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;

- 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.

388The 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.

389If 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

39.1When 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

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

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

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

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

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

40.6The 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.

40.7Where 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:

- d) 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.
- e) The Procuring Entity modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
- f) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
- g) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
- h) The Project Manager unreasonably does not approve a subcontract to be let.
- i) 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.
- j) 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.
- k) 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.
- l) The advance payment is delayed.
- m) The effects on the Contractor of any of the Procuring Entity's Risks.
- n) 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.

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

¹²In 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."

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:

$$P = A + B \frac{I_m}{I_o}$$

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

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_o is the index prevailing 30 days before Bid opening for inputs payable.

45.2 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

46.1 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.

46.2 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

47.1 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.

47.2 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

48.1 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

49.1 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.

49.2 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.

49.3 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

50.1 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.

¹³The sum of the two coefficients A and B should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formulae for all currencies, since coefficient A, for the non-adjustable portion of the payments, is a very approximate figure (usually 0.15) to take account of fixed cost elements or other non-adjustable components. The sum of the adjustments for each currency are added to the Contract Price.

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.

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

57.4 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.

57.5 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

58.1 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.

58.2 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

59.1 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

60.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.

A. General	
GCC 1.1 (r)	The Procuring Entity is: PRINCIPAL SECRETARY – NATIONAL TREASURY P.O. BOX 30007 – 00100, NAIROBI
GCC 1.1 (v)	The Intended Completion Date for the whole works shall be:24.... Weeks from the date of Site Possession....
GCC 1.1 (y)	The Project Manager is: Regional Works Officer, Nairobi Region – State Department of Public Works P.O. Box 42267 - 00100, Nairobi
GCC 1.1 (aa)	The Site is located at: KASNEB TOWERS 8TH FLOOR - Nairobi
GCC 1.1 (dd)	The Start Date shall be: agreed by the Project Manager
GCC 1.1 (hh)	The Works consist of: PROPOSED PARTITIONING WORKS AT KASNEB TOWERS 8TH FLOOR, WING A
GCC 2.2	There are No Sectional Completions.
GCC 5.1	The Project Manager [<i>may or may not</i>] delegate any of his duties
GCC 8.1	Schedule of other contractors: <i>N/A</i>
GCC 9.1	Key Personnel GCC 9.1 is replaced with the following: 9.1 Key Personnel are the Contractor's personnel named in this GCC 9.1 Special Conditions of Contract. The Contractor shall employ the Key of the 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. [insert the name/s of each Key Personnel agreed by the Procuring Entity prior to Contract signature.]
GCC 13.1	The minimum insurance amounts and deductibles shall be: (a) for loss or damage to the Works, Plant and Materials: [<i>insert amounts</i>]. (b) For loss or damage to Equipment: [<i>insert amounts</i>]. (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract [<i>insert amounts</i>]. (d) for personal injury or death: (i) of the Contractor's employees: [<i>amount</i>]. (ii) of other people: [<i>amount</i>].

GCC 14.1	Site Data are: KASNEB TOWERS - Nairobi
GCC 20.1	The Site Possession Date(s) shall be: <i>as agreed by the Project Manager</i>
GCC 23.1 & GCC 23.2	Appointing Authority for the Adjudicator: <i>[insert name of Authority]. Nairobi Centre for International Arbitration</i>
GCC 24.3	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: Applicable rates as per Nairobi Centre for International Arbitration <i>[insert hourly fees and reimbursable expenses].</i>
B. Time Control	
GCC 26.1	The Contractor shall submit for approval a Program for the Works within 14 days from the date of the Letter of Acceptance.
GCC 26.3	The period between Program updates is as guided by the Project Manager <i>[insert number]</i> days. The amount to be withheld for late submission of an updated Program is <i>[insert amount].As guided by the project manager</i>
C. Quality Control	
GCC 34.1	The Defects Liability Period is: 180 days .
D. Cost Control	
GCC 38.7	If the value engineering proposal is approved by the Procuring Entity the amount to be paid to the Contractor shall be <u>N/A</u> % <i>(insert appropriate percentage. The percentage is normally up to 50%)</i> of the reduction in the Contract Price.
GCC 44.1	The currency of the Procuring Entity's Country is: Kenya Shillings
GCC 45.1	The Contract is not subject to price adjustment in accordance with GCC Clause 45, and the following information regarding coefficients “ <i>does not</i> ” apply. The coefficients for adjustment of prices are: N/A (a) <i>[insert percentage]</i> percent nonadjustable element (coefficient A).(ib) <i>[insert percentage]</i> percent adjustable element (coefficient B). (c) The Index I for shall be <i>[insert index]. N/A</i>
GCC 46.1	The proportion of payments retained is: 10%
GCC 47.1	The liquidated damages for the whole of the Works are 0.1% percent of the Contract Price per day. The maximum amount of liquidated damages for the whole of the Works is 10% of the final Contract Price.

GCC 48.1	There is no Bonus for early completion.
GCC 49.1	The shall be no Advance Payments.
GCC 50.1	<p>The Performance Security amount is: <i>10% of the Contract Price issued by recognised financial institution or insurance company.</i></p> <p>(a) Performance Security - Bank Guarantee: in the amount(s) of <i>10%</i> percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount.</p>
E. Finishing the Contract	
GCC 56.1	The date by which "as built" drawings are required is: <i>date agreed by the Project Manager</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: <i>1% of the Contract Price</i>
GCC 57.2 (g)	The maximum number of days is: <i>[insert number; consistent with Clause 47.1 on liquidated damages].</i>
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 <i>[insert percentage].</i>

SECTION X - CONTRACT FORMS

FORM No. 1 - NOTIFICATION OF INTENTION TO AWARD

FORM NO. 2 – REQUEST FOR REVIEW

FORM No. 3-LETTEROF AWARD

FORM No. 4 - CONTRACT AGREEMENT

FORM No. 5 - PERFORMANCE SECURITY [Option 1 - Unconditional Demand Bank Guarantee]

FORM No. 6- PERFORMANCE SECURITY [Option 2– Performance Bond]

FORM No. 7 - ADVANCE PAYMENT SECURITY

FORM No. 8 - RETENTION MONEY SECURITY

FORM No 1: NOTIFICATION OF INTENTION TOAWARD OF CONTRACT

This Notification of Award shall be sent to each Tenderer that submitted a Tender and was not successful. Send this Notification to the Tenderer's Authorized Representative named in the Tender Information Form on the format below.

FORMAT

1. For the attention of Tenderer'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 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) 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 by submitting a Procurement-related Complaint in relation to the decision to award the contracts.

a) The successful tenderers

i) Name of successful Tender _____

ii) Address of the successful Tender _____

iii) Contract price of the successful Tender Kenya Shillings _____

(in words)

b) The reasons for your tender being unsuccessful are as follows:

c) 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.

SNo	Name of Tender	Tender Price as read out	Tender's evaluated price (Note a)	One Reason Why Not Evaluated
1				
2				
3				
4				
5				

(Note a) State NE if not evaluated

5. How to request a debriefing

- a) DEADLINE: The dead line 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]
 - iii) Agency: [insert name of Procuring Entity]
 - iv) 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 www.ppra.go.ke.

You should read these documents before preparing and submitting your complaint.

- e) There are four essential requirements:
- i) You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tendering process and is the recipient of a Notification of Intention to Award.
 - ii) The complaint can only challenge the decision to award the contract.
 - iii) You must submit the complaint within the period stated above.
 - iv) You must include, in your complaint, all of the information required to support your complaint.

7. **Standstill Period**

- i) **DEADLINE:** The Standstill Period is due to end at midnight on [*insert date*] (local time).
- ii) The Standstill Period lasts ten (14) Days after the date of transmission of this Notification of Intention to Award.
- iii) The Standstill Period may be extended as stated in paragraph Section 5(d) above.

If you have any questions regarding this Notification please do not hesitate to contact us. On behalf of the Procuring Entity:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

FORM NO. 2- REQUEST FOR REVIEW

FORM FOR REVIEW (r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (Procuring Entity)

Request for review of the decision of the..... (Name of the Procuring Entity 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 here by accepted by.....*(name of Procuring Entity)*.

You are requested to furnish the Performance Security within 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 the day 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 there in,

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 Notification of Award
 - b) the Form 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 here by 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 here by covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects there in, 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 where of the parties here to 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

[Option 1 - 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, here by 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.*

¹The 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.

²Insert 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. 6- PERFORMANCE SECURITY

[Option 2– Performance Bond]

[Note: Procuring Entities are advised to use Performance Security – Unconditional Demand Bank Guarantee instead of Performance Bond due to difficulties involved in calling Bond holder to action]

[Guarantor letterhead or SWIFT identifier code]

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

Date: _____ *[Insert date of issue]*

PERFORMANCE BOND No.__

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

1. By this Bond _____ as Principal (hereinafter called “the Contractor”) and _____] as Surety (hereinafter called “the Surety”), are held and firmly bound unto _____] as Obligees (hereinafter called “the Procuring Entity”) in the amount of _____ for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

2. WHEREAS the Contractor has entered into a written Agreement with the Procuring Entity dated the _____ day of _____, 20_____, _____ for _____ in accordance with the documents, plans, specifications, and amendments there to, which to the extent here in provided for, are by reference made part here of and are here in after referred to as the Contract.

3. NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Procuring Entity to be, in default under the Contract, the Procuring Entity having performed the Procuring Entity's obligations there under, the Surety may promptly remedy the default, or shall promptly:
 - a) Complete the Contract in accordance with its terms and conditions; or
 - b) Obtain a tender or tenders from qualified tenderers for submission to the Procuring Entity for completing the Contract in accordance with its terms and conditions, and upon determination by the Procuring Entity and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Procuring Entity and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Procuring Entity to Contractor under the Contract, less the amount properly paid by Procuring Entity to Contractor; or
 - c) Pay the Procuring Entity the amount required by Procuring Entity to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

4. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.
5. Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Procuring Entity named here in or the heirs, executors, administrators, successors, and assigns of the Procuring Entity.
6. In testimony whereof, the Contractor has here unto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly at tested by the signature of his legal representative, this day _____ of _____ 20____.

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

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 _____
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, here by 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 _____,² whichever is earlier. Consequently, any 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.*

¹The 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.

²Insert 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 showgrounds for your demand or the sum specified there in.
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.....2.....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.*

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

²*Insert 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.*

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 pursuant to Regulation 13 (2A) and 13 (6) of the Companies (Beneficial Ownership Information) Regulations, 2020. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the legal person (tenderer) or arrangements or a natural person on whose behalf a transaction is conducted, and includes those persons who exercise ultimate effective control over a legal person (Tenderer) or arrangement.

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

In response to the requirement in your notification of award dated __ [insert date of notification of award] to furnish additional information on beneficial ownership: __ [select one option as applicable and delete the options that are not applicable]

I) We here by provide the following beneficial ownership information.

Details of beneficial ownership

	Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
1.	Full Name		Directly----- ----- % of shares	Directly.....% of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes -----No---- 2. Is this right held directly or indirectly?: Direct.....	1. Exercises significant influence or control over the Company body of the Company (tenderer) Yes -----No-- -- 2. Is this influence or control
	National identity card number or Passport number			Indirectly----- ----- % of shares		
	Personal Identification Number (where applicable)					
	Nationality					
	Date of birth [dd/mm/yyyy]					
	Postal address					

Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)	
	Residential address			Indirect.....	exercised directly or indirectly? Direct..... Indirect..... ...	
	Telephone number					
	Email address					
	Occupation or profession					
2.	Full Name		Directly----- ----- % of shares	Directly.....% of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes ----No---- 2. Is this right held directly or indirectly?: Direct..... Indirect.....	1. Exercises significant influence or control over the Company body of the Company (tenderer) Yes ----No-- -- 2. Is this influence or control exercised directly or indirectly? Direct..... Indirect..... ...
	National identity card number or Passport number			Indirectly----- ----- % of shares		
	Personal Identification Number (where applicable)					
	Nationality(ies)					
	Date of birth [dd/mm/yyyy]					
	Postal address					
	Residential address					
	Telephone number					
	Email address					
	Occupation or profession					
3. e.t.c						

II) Am fully aware that beneficial ownership information above shall be reported to the Public Procurement Regulatory Authority together with other details in relation to contract awards and shall be maintained in the Government Portal, published and made publicly available pursuant to Regulation 13(5) of the Companies (Beneficial Ownership Information) Regulations, 2020.(Notwithstanding this paragraph Personally Identifiable Information in line with the Data Protection Act shall not be published or made public). *Note that Personally Identifiable Information (PII) is defined as any information that can be used to distinguish one person from another and can be used to deanonymize previously anonymous data. This information includes National identity card number or Passport number, Personal Identification Number, Date of birth, Residential address, email address and Telephone number.*

III) In determining who meets the threshold of who a beneficial owner is, the Tenderer must consider a natural person who in relation to the company:

- (a) holds at least ten percent of the issued shares in the company either directly or indirectly;
- (b) exercises at least ten percent of the voting rights in the company either directly or indirectly;
- (c) holds a right, directly or indirectly, to appoint or remove a director of the company; or
- (d) exercises significant influence or control, directly or indirectly, over the company.

IV) What is stated to herein above is true to the best of my knowledge, information and belief.

Name of the Tenderer:[insert complete name of the Tenderer]_____*

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

Designation of the person signing the Tender: [insert complete title of the person signing the Tender]

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

Date this [insert date of signing] day of..... [Insert month], [insert year]

Bidder Official Stamp

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 Consultant]"

Name of the Consultant:*[insert complete name of the Consultant]_____

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

Title of the person signing the Proposal: [insert complete title of the person signing the Proposal]

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]

**In the case of the Proposal submitted by a Joint Venture specify the name of the Joint Venture as Consultant. In the event that the Consultant is a Joint venture, each reference to "Consultant" in the Beneficial Ownership Disclosure Form (including this Introduction there to) shall be read to refer to the joint venture member.*

***Person signing the Proposal shall have the power of attorney given by the Consultant. The power of attorney shall be attached with the Proposal Schedules.*

Request for Proposal 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]

V) We here by 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 Consultant (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 Consultant.*

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 Consultant shall provide explanation on why it is unable to identify any Beneficial Owner]*