



UNCLAIMED FINANCIAL ASSETS AUTHORITY

**TENDER DOCUMENT FOR SMALL WORKS**  
**OFFICE FIT OUT WORKS AT PACIS CENTRE, WESTLANDS**  
**NAIROBI**

**TENDER No: UFAA/OP/006/2021-2022**

**NOTICE DATE: WEDNESDAY 26/05/2021**

**CLOSING DATE: FRIDAY 04/06/2021 AT 10:30AM**

**RESERVED FOR AGPO GROUPS**

**PROJECT MANAGER**

**WORKS SECRETARY**  
**M.T.I.H.U.D& PW-SDPW**  
**P.O. BOX 30743-00100**  
**NAIROBI**

**ARCHITECT**

**CHIEF ARCHITECT**  
**M.T.I.H.U.D& PW-SDPW**  
**P.O. BOX 30743-00100**  
**NAIROBI**

**QUANTITY SURVEYOR**

**CHIEF QUANTITY SURVEYOR**  
**M.T.I.H.U.D& PW-SDPW**  
**P.O. BOX 30743-00100**  
**NAIROBI**

**ELECTRICAL ENGINEER**

**CHIEF ENGINEER ELECTRICAL (BS)**  
**M.T.I.H.U.D& PW-SDPW**  
**P.O. BOX 30743-00100**  
**NAIROBI**

**MECHANICAL ENGINEER**

**CHIEF ENGINEER MECHANICAL. (BS)**  
**M.T.I.H.U.D& PW-SDPW**  
**P.O. BOX 30743-00100**  
**NAIROBI**

**STRUCTURAL ENGINEER**

**CHIEF ENGINEER (STRUCTURAL)**  
**M.T.I.H.U.D& PW-SDPW**  
**P.O. BOX 30743-00100**  
**NAIROBI**

**MAY, 2021**



**PROPOSED OFFICE FIT OUT WORKS FOR UNCLAIMED FINANCIAL ASSETS AUTHORITY  
AT PACIS CENTRE, WESTLANDS-NAIROBI**

**ITEM**

- |    |                                |              |
|----|--------------------------------|--------------|
| 1. | CONTENTS PAGE                  | (i)          |
| 2. | STANDARD TENDER DOCUMENT (STD) | 2-107        |
| 4. | PARTICULAR PRELIMINARIES       | PP/1 – PP/8  |
| 5. | GENERAL PRELIMINARIES          | GP/1 – GP/16 |

**BILLS OF QANTITIES & SPECIFICATIONS**

- |     |   |            |
|-----|---|------------|
| 6.  | BUILDER’S WORK  | BW/1-BW/12 |
| 7.  | AIR CONDITIONING REFURBISHMENT,<br>FIRE FIGHTING EQUIPMENT, SANITARY FITTINGS,<br>INTERNAL PLUMBING & DRAINANGE WORKS | E7-E14     |
| 8.  | ELECTRICAL AND STRUCTURED CABLING<br>INSTALLATION WORKS   | F3-F10     |
| 9.  | PROVISIONAL SUMS  | PS         |
| 10. | GRAND SUMMARY   | GS         |



STD -TABLE OF CONTENTS

INVITATION TO TENDER..... i

**SECTION I - INSTRUCTIONS TO TENDERERS ..... 1**

**A. General Provisions ..... 9**

1. Scope of Tender ..... 9
2. Fraud and Corruption ..... 9
3. Eligible Tenderers ..... 9
4. Eligible Goods, Equipment, and Services ..... 11
5. Tenderer's Responsibilities..... 11

**B. Contents of Tender Documents ..... 11**

6. Sections of Tender Document ..... 11
7. Site visit..... 12
8. Pre-Tender Meeting..... 12
9. Clarification and amendment of Tender Documents ..... 13
10. Amendment of Tender Documents..... 13

**C. Preparation of Tenders ..... 13**

11. Cost of Tendering..... 13
12. Language of Tender ..... 13
13. Documents Comprising the Tender ..... 13
14. Form of Tender and Schedules ..... 14
15. Alternative Tenders..... 14
16. Tender Prices and Discounts ..... 14
17. Currencies of Tender and Payment..... 15
18. Documents Comprising the Technical Proposal ..... 15
19. Documents Establishing the Eligibility and Qualifications of the Tenderer
20. Period of Validity of Tenders..... 16
21. Tender Security ..... 16
22. Format and Signing of Tender..... 17

**D Sealing and Marking of Tenders ..... 17**

23. Sealing and Marking of Tenders ..... 17
24. Deadline for Submission of Tenders..... 18
25. Late Tenders ..... 18
26. Withdrawal, Substitution, and Modification of Tenders..... 18
27. Tender Opening ..... 18

**E. Evaluation and Comparison of Tenders..... 19**

28. Confidentiality ..... 19
29. Clarification of Tenders ..... 19
30. Deviations, Reservations, and Omissions ..... 20
31. Determination of Responsiveness ..... 20
32. Non-material Non-conformities ..... 20
33. Arithmetical Errors..... 20
34. Conversion to Single Currency ..... 21
35. Margin of Preference and Reservations ..... 21
36. Subcontractors..... 21
37. Evaluation of Tenders ..... 21
38. Comparison of Tenders..... 22
39. Abnormally Low Tenders..... 22
40. Abnormally High Tenders ..... 22
41. Unbalanced and/or Front-Loaded Tenders ..... 22
42. Qualifications of the Tenderer ..... 23
43. Best Evaluated Tender ..... 23
44. Procuring Entity's Right to Accept Any Tender, and to Reject Any or All Tenders ..... 23



<b>F. Award of Contract.....</b>	<b>23</b>
45. Award Criteria .....	23
46. Notice of Intention to enter into a Contract.....	23
47. Standstill Period .....	24
48. Debriefing by the Procuring Entity .....	24
49. Letter of Award.....	24
50. Signing of Contract .....	24
51. Appointment of Adjudicator.....	24
52. Performance Security. ....	24
53. Publication of Procurement Contract. ....	25
53. Procurement Related Complaints.....	25
<b>SECTION II-TENDER DATA SHEET(TDS) .....</b>	<b>26</b>
<b>SECTION III - EVALUATION AND QUALIFY ON CRITERIA.....</b>	<b>31</b>
1. General Provisions .....	31
2. Preliminary examination for Determination of Responsiveness .....	31
3. Tender Evaluation (ITT 35).....	31
4. Multiple Contracts.....	31
5. Alternative Tenders (ITT 13.1).....	32
6. Margin of Preference is not applicable.....	32
7. Post qualification and Contract ward (ITT 39), more specifically .....	32
<b>SECTION IV – TENDERING FORMS .....</b>	<b>33</b>
<b>QUALIFICATION FORMS.....</b>	<b>34</b>
1. Form Equ. Equipment .....	36
2. Form per-1.....	37
4. FORM PER-2:.....	38
5. TENDERERS QUALIFICATION WITHOUT PRE-QUALIFICATION.....	40
FORM ELI -1.1 .....	40
FORM ELI -1.2.....	41
FORM CON – 2 .....	42
5.4 FORM FIN – 3.1: .....	44
5.5 FORM FIN – 3.2: .....	45
5.6 FORM FIN – 3.3: .....	46
5.7 FORM FIN – 3.4: .....	46
5.8 FORM EXP - 4.1.....	47
5.9 FORM EXP - 4.2(a) .....	48
5.11 FORM EXP - 4.2(b) .....	49
<b>OTHER FORMS .....</b>	<b>50</b>
6. FORM OF TENDER.....	50
a) TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE .....	53
b) CERTIFICATE OF INDEPENDENT TENDER DETERMINATION .....	56
c) SELF-DECLARATION FORM - SELF DECLARATION OF THE TENDERER.....	57
d) APPENDIX 1- FRAUD AND CORRUPTION .....	60
7. FORM OF TENDER SECURITY - DEMAND BANK GUARANTEE.....	62
8. FORM OF TENDER SECURITY (TENDER BOND).....	63



9.	FORM OF TENDER-SECURING DECLARATION.....	64
10.	APPENDIX TO TENDER .....	65
<b>PART II - WORK REQUIREMENTS.....</b>		<b>66</b>
SECTION V - DRAWINGS .....		66
SECTION VI - SPECIFICATIONS .....		66
SECTION VII - BILLS OF QUANTITIES.....		67
1.	Objectives.....	67
2.	Day work Schedule .....	67
3.	Provisional Sums.....	67
4.	The Bills of Quantities .....	67
<b>PART III-CONDITIONS OF CONTRACT AND CONTRACT FORMS.....</b>		<b>68</b>
SECTION VIII - GENERAL CONDITIONS OF CONTRACT.....		68
<b>A. General</b>		
1.	Definitions .....	69
2.	Interpretation .....	69
3.	Language and Law .....	70
4.	Project Manager's Decisions .....	71
5.	Delegation .....	71
6.	Communications.....	71
7.	Subcontracting.....	71
8.	Other Contractors .....	71
9.	Personnel and Equipment.....	71
10.	Procuring Entity's and Contractor's Risks .....	71
11.	Procuring Entity's Risks .....	71
12.	Contractor's Risks.....	71
13.	Insurance .....	72
14.	Site Data .....	72
15.	Contractor to Construct the Works.....	72
16.	The Works to Be Completed by the Intended Completion Date .....	72
17.	Approval by the Project Manager.....	72
18.	Safety.....	73
19.	Discoveries .....	73
20.	Possession of the Site .....	73
21.	Access to the Site.....	73
22.	Instructions, Inspections and Audits.....	73
23.	Appointment of the Adjudicator .....	73
24.	Settlement of Claims and Disputes.....	74
25.	Fraud and Corruption .....	76
<b>B. Time Control .....</b>		<b>76</b>
1.	Program .....	76
2.	Extension of the Intended Completion Date.....	77
3.	Acceleration.....	77
4.	Delays Ordered by the Project Manager.....	77
5.	Management Meetings .....	77
6.	Early Warning .....	78



<b>C.</b>	<b>Quality Control.....</b>	<b>79</b>
1.	Identifying Defects.....	79
2.	Tests.....	79
3.	Correction of Defects .....	79
4.	Uncorrected Defects .....	79
<b>D.</b>	<b>Cost Control.....</b>	<b>80</b>
1.	Contract Price.....	80
2.	Changes in the Contract Price.....	80
3.	Variations.....	81
4.	Cash Flow Forecasts.....	82
5.	Payment Certificates .....	82
6.	Payments .....	82
7.	Compensation Events .....	83
8.	Tax .....	83
9.	Currency y of Payment.....	83
10.	Price Adjustment .....	83
11.	Retention .....	84
12.	Liquidated Damages.....	84
13.	Bonus.....	84
14.	Advance Payment.....	84
15.	Securities .....	85
16.	Dayworks .....	85
17.	Cost of Repairs .....	85
<b>E.</b>	<b>Finishing the Contract .....</b>	<b>90</b>
1.	Completion.....	90
2.	Taking Over.....	91
3.	Final Account .....	92
4.	Operating and Maintenance Manuals.....	93
5.	Termination .....	94
6.	Payment upon Termination .....	95
7.	Property .....	96
8.	Release from Performance .....	96
	<b>SECTION IX - SPECIAL CONDITIONS OF CONTRACT .....</b>	<b>97</b>
	<b>SECTION X - CONTRACT FORMS .....</b>	<b>98</b>
	<b>FORM No. 1 - NOTIFICATION OF INTENTION TO AWARD</b>	
	<b>FORM No. 2 - NOTIFICATION OF AWARD - LETTER OF ACCEPTANCE</b>	
	<b>FORM No. 3 - CONTRACT AGREEMENT</b>	
	<b>FORM No. 4 - PERFORMANCE SECURITY [Option 1 - Unconditional Demand Bank Guarantee]</b>	
	<b>FORM No. 5- PERFORMANCE SECURITY [Option 2– Performance Bond]</b>	
	<b>FORM No. 6- ADVANCE PAYMENT SECURITY</b>	
	<b>FORM No. 7- RETENTION MONEY SECURITY</b>	



**Unclaimed Financial Assets Authority,  
TENDER DOCUMENTS FOR PROCUREMENT OF SMALLWORKS**

**NAME AND CONTACT ADDRESSES OF PROCURING ENTITY**

- 1) Name: **Unclaimed Financial Assets Authority**
- 2) Address: **28235 – 00200, Nairobi**
- 3) Email address: **procurement@ufaa.go.ke**
- 2) Invitation to Tender (ITT) No. **UFAA/OP/006/2020-2021**
- 3) Tender Name: **PROPOSED OFFICE FIT OUT WORKS**



## **INVITATION TO TENDER**

### **PROCURING ENTITY: Unclaimed Financial Assets Authority**

#### **CONTRACT NAME AND DESCRIPTION: [Proposed Office fit out works at Pacis Centre (2<sup>nd</sup> & 3<sup>rd</sup> Floors) ]**

1. The Unclaimed Financial Assets Authority invites sealed tenders for the construction of **Office Fit Out Works at Pacis Centre, Westland's Nairobi**
2. Tendering will be conducted under open competitive method (National tender) *using* a standardized tender document. Tendering is reserved to all qualified and interested Tenderers in the AGPO category.

*In case tender is subject to multiple contracts/lots, insert "Tenderers will be allowed to tender for one or more lots".*

*In case this tender is subject to a Reservation, specify the Group is eligible to tender, Insert e.g." Tendering to (open to all AGPO registered with The National Treasury under Small Works/construction category).*

3. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours [*i.e. 0800 to 1700 hours*] at the address given below.
4. A complete set of tender documents may be purchased or obtained by interested tenders upon payment of a non-refundable fees of (*1,000 Kenya shillings*) in cash or Banker's Cheque and payable to the address given below. Tender documents may be obtained electronically from the Website(s) www.ufaa.go.ke or www.tenders.go.ke Tender documents obtained electronically will be free of charge.
5. Tender documents may be viewed and downloaded for free from the website (www.ufaa.go.ke). Tenderers who download the tender document must forward their particulars immediately to (procurement@ufaa.go.ke; +2540708666984 and 23185-00200, Nairobi) to facilitate any further clarification or addendum.
6. Tenders shall be quoted in Kenya Shillings and shall include all taxes. Tenders shall remain valid for 120 days from the date of opening of tenders.
7. All Tenders must be accompanied by a **Tender-Securing Declaration,** " *as appropriate*
8. The Tenderer shall chronologically serialize all pages of the tender documents submitted.
9. Completed tenders must be delivered to the address below on or before [**4.6.2021 at 10:30am**]. Electronic Tenders *will not be permitted.*
10. Tenders will be opened immediately after the deadline date and time specified above or any dead line date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.
11. Late tenders will be rejected.
10. The addresses referred to above are:

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

- 1) Unclaimed Financial Assets Authority
- 2) 3<sup>rd</sup> Floor, Pacis Centre, Slip Road Off Waiyaki Way, Westlands
- 3) P.O. Box 28235 – 00200, Nairobi
- 4) Procurement Function: +2547068666984; procurement@ufaa.go.ke;



**B. Address for Submission of Tenders.**

- 1) Unclaimed Financial Assets Authority (UFAA)
- 2) Pacis Center, 2<sup>nd</sup> floor Slip Road, Off Waiyaki Way, Westlands Nairobi (Tender Box situated at the reception Area on 2<sup>nd</sup> Floor)
- 3) P.O. Box 28235 – 00200, Nairobi
- 4) Procurement Function: +254706866984; [procurement@ufaa.go.ke](mailto:procurement@ufaa.go.ke);

**C. Address for Opening of Tenders.**

- 1) Unclaimed Financial Assets Authority
- 2) Pacis Center, 2<sup>nd</sup> floor, Slip Road, Off Waiyaki Way, Westlands Nairobi
- 3) P.O. Box 28235 – 00200, Nairobi
- 4) Boardroom I on 2<sup>nd</sup> Floor, Pacis Centre: +254706866984; [procurement@ufaa.go.ke](mailto:procurement@ufaa.go.ke);

*[Authorized Official (name, designation, Signature and date)]*

**Name:** CEO/MT

**Designation:** CEO/MT

Signature: CEO/MT

Date: **26<sup>th</sup> May 2021,**



## 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 (*wives, children, brothers, sisters and uncles and aunts*) are not eligible to participate in the tender. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the tendering process and, in the event the JV is awarded the Contract, during contract execution. The maximum number of JV members shall be specified in the **TDS**.
- 3.2 Public Officers of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse, their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.
- 3.3 A Tenderer shall not have a conflict of interest. Any tenderer found to have a conflict of interest shall be disqualified. A tenderer may be considered to have a conflict of interest for the purpose of this tendering process, if the tenderer:
  - a) Directly or indirectly controls, is controlled by or is under common control with another tenderer; or
  - b) Receives or has received any direct or indirect subsidy from another tenderer; or
  - c) Has the same legal representative as another tenderer; or



- d) Has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process; or
  - e) Any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender; or
  - f) any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as Engineer for the Contract implementation; or
  - g) Would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the contract specified in this Tender Document or
  - h) Has a close business or family relationship with a professional staff of the Procuring Entity who:
    - i) are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract; or
    - ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.
- 3.4 A tenderer shall not be involved in corrupt, coercive, obstructive, collusive or fraudulent practice. A tenderer that is proven to have been involved any of these practices shall be automatically disqualified.
- 3.5 A Tenderer (either individually or as a JV member) shall not participate in more than one Tender, except for permitted alternative tenders. This includes participation as a subcontractor in other Tenders. Such participation shall result in the disqualification of all Tenders in which the firm is involved. A firm that is not a tenderer or a JV member may participate as a subcontractor in more than one tender. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender.
- 3.6 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 4.8. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub-consultants for any part of the Contract including related Services.
- 3.7 Tenderer that has been debarred from participating in public procurement shall be ineligible to tender or be awarded a contract. The list of debarred firms and individuals is available from the website of PPRA [www.ppra.go.ke](http://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](http://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](http://www.cak.go.ke)
- 3.14 A Kenyan tenderer shall provide evidence of having fulfilled his/her tax obligations by producing a valid tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

#### **4 Eligible Goods, Equipment, and Services**

- 4.1 Goods, equipment and services to be supplied under the Contract may have their origin in any country that is not eligible under ITT 3.9. At the Procuring Entity's request, Tenderers may be required to provide evidence of the origin of Goods, equipment and services.
- 4.2 Any goods, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment shall not be eligible for procurement.

#### **5 Tenderer's Responsibilities**

- 5.1 The tenderer shall bear all costs associated with the preparation and submission of his/her tender, and the Procuring Entity will in no case be responsible or liable for those costs.
- 5.2 The tenderer, at the tenderer's own responsibility and risk, is encouraged to visit and examine the Site of the Works and its surroundings, and obtain all information that may be necessary for preparing the tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the tenderer's own expense.
- 5.3 The Tenderer and any of its personnel or agents will be granted permission by the Procuring Entity to enter upon its premises and lands for the purpose of such visit. The Tenderer shall indemnify the Procuring Entity against all liability arising from death or personal injury, loss of or damage to property, and any other losses and expenses incurred as a result of the inspection.
- 5.4 The tenderer shall provide in the Form of Tender and Qualification Information, a preliminary description of the proposed work method and schedule, including charts, as necessary or required.

#### **B. Contents of Tender Documents**

#### **6 Sections of Tender Document**

- 6.1 The tender document consists of Parts 1, 2, and 3, which includes all the sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITT 8.



## **PART 1 Tendering Procedures**

- i) Section I - Instructions to Tenderers (ITT)
- ii) Section II - Tender Data Sheet (TDS)
- iii) Section III - Evaluation and Qualification Criteria
- iv) Section IV - Tendering Forms

## **PART 2 Works Requirements**

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

## **PART 3 Conditions of Contract and Contract Forms**

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

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

6.3 Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the Tender document, responses to requests for clarification, the minutes of the pre-Tender meeting (if any), or Addenda to the Tender document in accordance with ITT 8. In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail.

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

## **7. Site Visit**

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

## **8. Pre-Tender Meeting**

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

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

8.3 Minutes of the pre-Tender meeting and the pre-arranged pretender site visit of the site of the works, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents in accordance with ITT 6.3. Minutes shall not identify the source of the questions asked.

8.4 The Procuring Entity shall also promptly publish anonym zed (*no names*) Minutes of the pre-Tender meeting and the pre-arranged pretender visit of the site of the works at the web page identified in the TDS. Any modification to the Tender Documents that may become necessary as a result of the pre-tender meeting and the pre-arranged pretender site visit, shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT 8 and not through the minutes of the pre-Tender meeting. Nonattendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.



## **9. Clarification and amendments of Tender Documents**

9.1 A Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the TDS or raise its enquiries during the pre-Tender meeting and the pre-arranged pretender visit of the site of the works if provided for in accordance with ITT 8.4. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the TDS prior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender Documents in accordance with ITT 6.3, including a description of the inquiry but without identifying its source. If specified in the TDS, the Procuring Entity shall also promptly publish its response at the web page identified in the TDS. Should the clarification result in changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents appropriately following the procedure under ITT 8.4.

## **10. Amendment of Tendering Document**

- 10.1 At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the Tendering document by issuing addenda.
- 10.2 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tendering document from the Procuring Entity in accordance with ITT 6.3. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's web page in accordance with ITT 8.4.
- 10.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity shall extend, as necessary, the deadline for submission of Tenders, in accordance with ITT 25.2 below.

## **C. Preparation of Tenders**

### **11. Cost of Tendering**

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

### **12. Language of Tender**

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

### **13. Documents Comprising the Tender**

13.1 The Tender shall comprise the following:

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

13.2 In addition to the requirements under ITT 11.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender,



together with a copy of the proposed Agreement. The Tenderer shall chronologically serialize pages of all tender documents submitted.

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

#### **14 Form of Tender and Schedules**

14.1 The Form of Tender and Schedules, including the Bill of Quantities, shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 20.3. All blank spaces shall be filled in with the information requested.

#### **15 Alternative Tenders**

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

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

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

#### **16 Tender Prices and Discounts**

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

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

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

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

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

16.6 Where tenders are being invited for individual lots (contracts) or for any combination of lots (packages), tenderers wishing to offer discounts for the award of more than one Contract shall specify in their Tender the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITT 16.4, provided the Tenders for all lots (contracts) are opened at the same time.



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

## **17. Currencies of Tender and Payment**

17.1 Tenderers shall quote entirely in Kenya Shillings. The unit rates and the prices shall be quoted by the Tenderer in the Bill of Quantities, entirely in Kenya shillings. A Tenderer expecting to incur expenditures in other currencies for inputs to the Works supplied from outside Kenya shall device own ways of getting foreign currency to meet those expenditures.

## **18. Documents Comprising the Technical Proposal**

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

## **19. Documents Establishing the Eligibility and Qualifications of the Tenderer**

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

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

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

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

19.5 The purpose of the information described in ITT 19.4 above overrides any claims to confidentiality which a tenderer may have. There can be no circumstances in which it would be justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by the Procuring Entity as a justification for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.

19.6 The Tenderer shall provide further documentary proof, information or authorizations that the Procuring Entity may request in relation to ownership and control which information on any changes to the information which was provided by the tenderer under ITT 6.3. The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.

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

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



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

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

19.10 If a tenderer submits information pursuant to these requirements that is incomplete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 6.7 will ensue unless the tenderer can show to the reasonable satisfaction of the Procuring Entity that any such act was not material, or was due to genuine error which was not attributable to the intentional act, negligence or recklessness of the tenderer.

## 20. Period of Validity of Tenders

20.1 Tenders shall remain valid for the Tender Validity period specified in the TDS. The Tender Validity period starts from the date fixed for the Tender submission deadline (as prescribed by the Procuring Entity in accordance with ITT 24). A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

20.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 21.1, it shall also be extended for thirty (30) days beyond the deadline of the extended validity period. A Tenderer may refuse the request without forfeiting its Tender security. A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in ITT 20.3.

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

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

## 21. Tender Security

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

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

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

21.3 If an unconditional bank guarantee is issued by a bank located outside Kenya, the issuing bank shall have a correspondent bank located in Kenya to make it enforceable. The Tender Security shall be valid for thirty (30) days beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT 20.2.

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

21.5 If a Tender Security is specified pursuant to ITT 21.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the Contract and furnishing the



Performance Security and any other documents required in the TDS. The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined nonresponsive or a bidder declines to extend tender validity period.

21.6 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security, and any other documents required in the TDS.

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

- 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.

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

## **22 Format and Signing of Tender**

22.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 13 and clearly mark it "ORIGINAL." Alternative Tenders, if permitted in accordance with ITT 15, shall be clearly marked "ALTERNATIVE." In addition, the Tenderer shall submit copies of the Tender, in the number specified in the TDS and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

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

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

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

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

## **D. Submission and Opening of Tenders**

### **23 Sealing and Marking of Tenders**

23.1 Depending on the sizes or quantities or weight of the tender documents, a tenderer may use an envelope, package or container. The Tenderer shall deliver the Tender in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the Tender, addressed to the Procuring Entity and a warning not to open before the time and date for Tender opening date. Within the single envelope, package or container, the Tenderer shall place the following separate, sealed envelopes:



- a) in an envelope or package or container marked “ORIGINAL”, all documents comprising the Tender, as described in ITT 11; and
- b) in an envelope or package or container marked “COPIES”, all required copies of the Tender; and
- c) if alternative Tenders are permitted in accordance with ITT 15, and if relevant:
  - i) in an envelope or package or container marked “ORIGINAL –ALTERNATIVE TENDER”, the alternative Tender; and
  - ii) in the envelope or package or container marked “COPIES- ALTERNATIVE TENDER”, all required copies of the alternative Tender.

The inner envelopes or packages or containers shall:

- a) bear the name and address of the Procuring Entity.
- b) bear the name and address of the Tenderer; and
- c) bear the name and Reference number of the Tender.

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

## **24 Deadline for Submission of Tenders**

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

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

## **25 Late Tenders**

25.1 The Procuring Entity shall not consider any Tender that arrives after the deadline for submission of tenders, in accordance with ITT 24. Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

## **26 Withdrawal, Substitution, and Modification of Tenders**

26.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITT 22.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:

- a) prepared and submitted in accordance with ITT 22 and ITT 23 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION;” and
- b) received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 24.

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

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

## **27 Tender Opening**

27.1 Except in the cases specified in ITT 23 and ITT 26.2, the Procuring Entity shall publicly open and read out all Tenders received by the deadline, at the date, time and place specified in the TDS, in the presence of Tenderers' designated representatives who chooses to attend. Any specific electronic Tender opening procedures required if electronic Tendering is permitted in accordance with ITT 24.1, shall be as specified in the TDS.



- 27.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelopes with the corresponding Tender shall not be opened, but returned to the Tenderer. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.
- 27.3 Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.
- 27.4 Next, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.
- 27.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Price, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security or Tender-Securing Declaration, if required; and any other details as the Procuring Entity may consider appropriate.
- 27.6 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further for evaluation. The Form of Tender and pages of the Bills of Quantities are to be initialed by the members of the tender opening committee attending the opening. The number of representatives of the Procuring Entity to sign shall be specified in the TDS.
- 27.7 At the Tender Opening, the Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 25.1).
- 27.8 The Procuring **Entity shall prepare minutes of the Tender Opening that shall include, as a minimum:**
- a) the name of the Tenderer and whether there is a withdrawal, substitution, or modification;
  - b) the Tender Price, per lot (contract) if applicable, including any discounts;
  - c) any alternative Tenders;
  - d) the presence or absence of a Tender Security, if one was required.
  - e) number of pages of each tender document submitted.
- 27.9 The Tenderers' representatives who are present shall be requested to sign the minutes. The omission of a Tenderer's signature on the minutes shall not invalidate the contents and effect of the minutes. A copy of the tender opening register shall be distributed to all Tenderers upon request.

## **E. Evaluation and Comparison of Tenders**

### **28. Confidentiality**

- 28.1 Information relating to the evaluation of Tenders and recommendation of contract award shall not be disclosed to Tenderers or any other persons not officially concerned with the Tender process until information on Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 46.
- 28.2 Any effort by a Tenderer to influence the Procuring Entity in the evaluation of the Tenders or Contract award decisions may result in the rejection of its tender.
- 28.3 Notwithstanding ITT 28.2, from the time of tender opening to the time of contract award, if a tenderer wishes to contact the Procuring Entity on any **matter related to the tendering process, it shall do so in writing.**

### **29. Clarification of Tenders**

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



Procuring Entity in the evaluation of the tenders, in accordance with ITT 33.

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

### **30. Deviations, Reservations, and Omissions**

30.1 During the evaluation of tenders, the following definitions apply:

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

### **31. Determination of Responsiveness**

31.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the tender itself, as defined in ITT 13.

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

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

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

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

### **32. Non-material Non-conformities**

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

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

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

### **33. Arithmetical Errors**

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



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

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

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

### **34 Currency provisions**

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

### **35 Margin of Preference and Reservations**

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

35.2 Where it is intended to reserve the contract to specific groups under Small and Medium Enterprises, or enterprise of women, youth and/or persons living with disability, who are appropriately registered as such by the authority to be specified in the TDS, a procuring entity shall ensure that the invitation to tender specifically indicates that only businesses/firms belonging to those specified groups are the only ones eligible to tender. Otherwise if 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 non-material 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**

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



## Section II - Tender Data Sheet (TDS)

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

A. General	
ITT 1.1	<p>The Name of the Contract is:-<b>PROPOSED OFFICE FIT OUT WORKS FOR UNCLAIMED FINANCIAL ASSETS AUTHORITY AT PACIS CENTRE, WESTLANDS-NAIROBI</b></p> <p>Reference No. of the Contract:- W.P. ITEM No. D107/NB/NB/2002 JOB No.10894 A</p> <p>Lot 1- Name _____ N/A</p> <p>Lot 2- Name _____ N/A</p> <p>Lot... Name _____ N/A</p>
ITT 2.3	<p>The Information made available on competing firms is as follows: <b>None</b></p>
ITT 2.4	<p>The firms that provided consulting services for the contract being tendered for are:</p> <p><b>STATE DEPARTMENT OF PUBLIC WORKS</b></p>
ITT 3.1	<p>Maximum number of members in the Joint Venture shall be N/A</p>
B. Contents of Tender Document	
8.1	<p>(A) A Pre-Tender Conference Shall Not Take Place</p> <p>(B) A Pre-Tender Site Visit Shall Take Place at The Following Date, Time and Place</p> <p>Date: <b>31<sup>st</sup> May,2021</b></p> <p>Time: <b>11:00 am</b></p> <p>Place: <b>Pacis Centre, 2<sup>nd</sup> Floor, Slip Road Off Waiyaki Way, Westlands, Nairobi</b></p>
ITT 8.2	<p>The Tenderer will submit any questions in writing, to reach the Procuring Entity not later than <b>31<sup>st</sup> May, 2021 at 5pm</b></p>
ITT 8.4	<p>The Procuring Entity's website where Minutes of the pre-Tender meeting and the pre-arranged pretender site visit will be published is _____</p> <p><b>www.ufaa.go.ke</b></p>



<p><b>ITT 9.1</b></p>	<p>For Clarification of Tender purposes, for obtaining further information and for purchasing tender documents, the Procuring Entity's address is:</p> <p>(1) Name of Procuring Entity: <b>Unclaimed Financial Assets Authority</b></p> <p>(2) Physical address for hand Courier Delivery to an office or Tender Box: <b>Pacis Centre, 2<sup>nd</sup> Floor, Slip Road, Off Waiyaki Way, Westlands, Nairobi P.O Box 28235-00200, Nairobi Kenya</b></p> <p>(3) Postal Address: <b>28235-00200 Nairobi</b></p> <p>(4) Insert name, telephone number and e-mail address of the officer to be contacted: <b>CEO/MT, 020 4023000, 0706866984, 0736559152, procurement@ufaa.go.ke</b></p>
-----------------------	---

**C. Preparation of Tenders**

<p>ITP 13.1 (h)</p>	<p>The Tenderer shall submit the following additional documents in its Tender: [list any additional document not already listed in ITT 11.1 that must be submitted with the Tender. The list of additional documents should include the following:] <b>NONE</b></p>
<p><b>ITT 15.1</b></p>	<p>Alternative Tenders <b>SHALL NOT BE</b> considered</p>
<p>ITT 15.2</p>	<p>Alternative times for completion <b>"shall not be"</b> <u>Permitted.</u></p>
<p>ITT 15.4</p>	<p>Alternative technical solutions shall be permitted for the following parts of the Works: <b>NONE</b> [insert parts of the Works]:</p>
<p><b>ITT 16.5</b></p>	<p>The prices quoted by the Tenderer shall be: <b>FIXED</b></p>
<p><b>ITT 22.1</b></p>	<p>The Tender validity period shall be <b>120 days</b> [insert number of days that is a multiple of seven counting as of the deadline for Tender submission] days.</p>
<p><b>ITT 21.3</b> (a)</p>	<p>(a) The delayed to exceeding <u>N/A</u> number of days.</p> <p>(b) The Tender price shall be adjusted by the following percentages of the tender pence:</p> <p>(c) By <u>0%</u> of the local currency portion of the Contract price adjusted to reflect local inflation during the period of extension,</p> <p>(d) and</p> <p>(i) By <u>0%</u> the foreign currency portion of the Contract price adjusted to reflect the international inflation during the period of</p>



ITT 21.1	A Tender Security SHALL NOT BE required. A Tender-Securing Declaration SHALL BE required.
----------	--

ITT 21.2 The other Tender Security shall be NIL

(d)

ITT 21.5	On the Performance Security, other documents required shall be <u>1%</u>
----------	--

ITT 21.9	The Procuring Entity may declare the Tenderer ineligible to be awarded a contract by the Procuring Entity for a period of <u>12 Months</u>
ITT 22.1	In addition to the original of the Tender, the number of copies is: <u>ONE (1NO.)</u> [insert number of copies]
ITT 22.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: <b>POWER OF ATTORNEY</b>

#### D. Submission and Opening of Tenders

ITT 24.1	(A) For <u>Tender submission purposes</u> only, the Procuring Entity's address is: <ol style="list-style-type: none"><li>(1) Name of Procuring Entity: <b>Unclaimed Financial Assets Authority (UFAA)</b></li><li>(2) Postal Address: <b>28235-00200, Nairobi (Attn: CEO/MT)</b></li><li>(3) Physical address for hand Courier Delivery to an office or Tender Box: <b>Pacis Centre, 2<sup>nd</sup> Floor, Slip Road, Off Waiyaki Way, Westlands, Nairobi, Tender Box situated at the Reception Area on 2<sup>nd</sup> Floor</b></li><li>(4) Date and time for submission of Tenders: <b>4<sup>th</sup> June, 2021 at 10:30am</b></li><li>(5) Tenderers shall <b>not submit</b> tenders electronically.</li></ol>
----------	--



**ITT 27.1**

The Tender opening shall take place at the time and the address for Opening of Tenders provided below:

- (1) Name of Procuring Entity: **Unclaimed Financial Assets Authority**
- (2) Physical address for the location: **Pacis Centre, 2<sup>nd</sup> Floor, Slip Road, Off Waiyaki Way, Westlands, Nairobi**



<b>E. Evaluation, and Comparison of Tenders</b>	
<b>ITT 32.3</b>	The adjustment shall be based on the <u>Average</u> price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, the Procuring Entity shall use its best estimate.
<b>ITT 35.2</b>	The invitation to tender is extended to the following groups that qualify for Reservations <b>– AGPO GROUPS ONLY –</b>  _____
<b>ITT 36.1</b>	At this time, the Procuring Entity <b>DOES NOT</b> to execute certain specific parts of the Works by subcontractors selected in advance.
<b>ITT 36.2</b>	Contractors may propose subcontracting: Maximum percentage of subcontracting permitted is: <u>10% of the total contract amount</u> . Tenderers planning to subcontract more than 10% of total volume of work shall specify, in the Form of Tender, the activity (ies) or parts of the Works to be subcontracted along with complete details of the subcontractors and their qualification and experience.
<b>ITT 36.3</b>	The parts of the Works for which the Procuring Entity permits Tenderers to propose Specialized Subcontractors are designated as follows: 1. <b>ELECTRICAL WORKS</b> with attached specifications 2. <b>MECHANICAL WORKS</b> with attached specifications  For the above-designated parts of the Works that may require Specialized Subcontractors, the relevant qualifications of the proposed Specialized Subcontractors will be added to the qualifications of the Tenderer for the purpose of evaluation.  _____
<b>ITT 37.2 (d)</b>	Additional requirements apply. These are detailed in the evaluation criteria in Section III, Evaluation and Qualification Criteria.
<b>ITT 51.1</b>	The person named to be appointed as Adjudicator: <u>As captured under special conditions of contract.</u>
<b>ITT52.2</b>	Other documents required N/A  Other documents required are -

**ITT 53.1**

The procedures for making Procurement-related Complaints are detailed in the "Regulations" available from the PPRA Website [www.ppra.go.ke](http://www.ppra.go.ke) or email [complaints@ppra.go.ke](mailto:complaints@ppra.go.ke) . If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to:

For the attention: *[insert full name of person receiving complaints]*

Title/position: *[insert title/position]*

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

Email address: *[insert email address]*

In summary, a Procurement-related Complaint may challenge any of the following:

- (i) the terms of the Tender Documents; and
- (ii) the Procuring Entity's decision to award the contract.



## SECTION III - EVALUATION AND QUALIFICATION CRITERIA

### 1. General Provisions

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

- 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. That is the tender that;

- (i) meets the qualification criteria,
- (ii) has been determined to be substantially responsive to the Tender Documents, and
- (iii) is determined to have the Lowest Evaluated Tender price shall be selected for award of contract.

### 2. Preliminary examination for Determination of Responsiveness

The Procuring Entity will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements of “Part 2 – Procuring Entity's Works Requirements”, including checking for tenders with unacceptable errors, abnormally low tenders, abnormally high tenders and tenders that are front loaded.

The Standard Tender Evaluation Report Document for Goods and Works for evaluating Tenders provides very clear guide on how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination will be considered irresponsive and will not be considered further.

**[The Procuring Entity will provide the preliminary evaluation criteria. To facilitate, a template may be attached or clearly described all information and list of documentation to be submitted by Tenderers to enable preliminary evaluation of the Tender]**

### 3. Tender Evaluation (ITT 35) Price evaluation: in addition to the criteria listed in ITT 35.2 (a)–(c) the following criteria shall apply:

- i) **Alternative Completion Times**, if permitted under ITT 13.2, will be evaluated as follows:  
.....
- ii) **Alternative Technical Solutions** for specified parts of the Works, if permitted under ITT 13.4, will be evaluated as follows: .....
- iii) **Other Criteria**; if permitted under ITT 35.2(d):  
.....

**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.

### **4. 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.

### **5. Margin of Preference is not applicable**

### **6. 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 \_\_\_\_\_.
  - ii) Minimum average annual construction turnover of Kenya Shillings \_\_\_\_\_ [insert amount], equivalent calculated as total certified payments received for contracts in progress and/or completed within the last \_\_\_\_\_ [insert of year] years.
  - iii) At least \_\_\_\_\_ (insert number) 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 \_\_\_\_\_ equivalent.
  - iv) Contractor's Representative and Key Personnel, which are specified as \_\_\_\_\_
  - 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 \_\_\_\_\_ (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 \_\_\_\_\_ (specify 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.



**TENDER EVALUATION CRITERIA**

After tender opening, the tenders will be evaluated in 4 Main Stages, namely:

1. Preliminary examination – in 2 stages;
  - i. Stage i for Main Contractor
  - ii. Stage ii for Domestic Sub- Contractors;
2. Technical evaluation; For Main Contractor and Domestic Sub- Contractors
3. Financial Evaluation; and
4. Recommendation for Award.

**1. PRELIMINARY EVALUATION**

**Stage i)-Mandatory Requirements for Main Contractor**

This stage of evaluation shall involve examination of the pre-qualification conditions as set out in the Tender Advertisement Notice or Letter of Invitation to Tender and any other conditions stated in the bid document.

These conditions shall include provision of the following: -

ITEM	MANDATORY REQUIREMENT (MR)	MUST SUBMIT(YES/NO)
MR 1	Must submit one original and copy of the Tender Document	
MR 2	<p>The tenderer <b>MUST</b> submit his/her tender document as follows:</p> <ul style="list-style-type: none"> <li>• The tender must be downloaded as issued without altering the format-both original and the copy and shall be typed or written in indelible ink and be signed by an Authorized person appointed by the tenderer and the letter appointing the Authorized person Must be attached –The letter must be signed by the director of the firm with the highest shares or by power of attorney and the letter must indicate the name and the position held by person authorize to sign the tender on behalf of the tenderer, typed or printed below the signature.</li> <li>• The Authorized person to sign the tender on behalf of the tenderer and <b>must</b> sign or initialized all the pages of the Tender where entries (i.e. all the forms) or amendments have been made.</li> <li>• The entire/complete original and copy (including attachments) Must be serialized/paginated using a numbering machine, hand written pagination will be deemed non-responsive</li> </ul>	
MR 3	<p>Tenderer must fill <b>Form ELI-1</b>:-Tenderer Information Form and must attach copies of original documents of the below listed where applicable as instructed:-</p> <ul style="list-style-type: none"> <li><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 ITT4.1.4</li> <li><input type="checkbox"/> <i>In case of state owned enterprise or institution, in accordance with ITT 4.1.6 documents establishing</i></li> <li><input type="checkbox"/> <i>Include organizational chart, Board of Directors and Beneficial ownership</i></li> </ul>	



MR 4	Attach a duly filled, signed and stamped Form of Tender The Form of Tender shall include the following Forms duly completed and signed by the Tenderer. <ul style="list-style-type: none"><li>• Tenderer's Eligibility-Confidential Business Questionnaire</li><li>• Certificate of Independent Tender Determination</li><li>• Self-Declaration of the Tenderer:- <b>Form SD1 and Form SD2</b></li></ul>	
MR 5	Attach a duly filled, signed and stamped Declaration and Commitment to the Code of Ethics	
MR 6	Submit a copy of valid company's Certificate of Registration/ Incorporation as per ITT 4.1.4	
MR 7	Provide copy of valid Tax Compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority in accordance with ITT 4.1.13 for Kenyan firms.	
MR 8	Must Submit a completed company's profile and a copy of CR12/CR13 from issued by the Registrar of companies (Not older than 3 Months)	
MR 9	Attach the current business permit/Trade License from the county government.	
MR 10	Attach Relevant trade current registration certificate from (NCA) in Builders works - category NCA 6 and above as per 4.1.8	
<b>QUALIFICATION FORM</b>		
MR 11	Tenderer must fill Form CON-1 Historical Contract Non-Performance and Pending Litigation.	
MR 12	Valid Copy of AGPO certificate	
MR 13	Submission of original & copy of tender document properly <b>TAPE BOUND</b> and <b>PAGINATED in the correct sequence. NB: Spiral binding and box files shall lead to disqualification</b>	
MR 14	Power of attorney/ Authorization Letter duly signed (should be signed by directors appearing in CR12/13) , giving the name of person who has been authorized to submit/execute this agreement as a binding document and this person should sign all the documents related to this tender.	
MR 15	Must submit a dully filled, stamped and signed Tender Declaration Form	

**NB:**

**Tenderers submission will either be responsive or non- responsive. Failure to meet any of the above mandatory requirements will lead to automatic disqualification**



## Stage ii) MANDATORY REQUIREMENTS FOR DOMESTIC SUB-CONTRACTORS

The Main Contractor **MUST** team up with domestic Sub-Contractors registered by National Construction Authority (NCA) and **MUST** meet/provide the requirements below for every service works where applicable:

### **VOLUME 2 of 4 - SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF AIR CONDITIONING, FIRE PROTECTION AND SANITARY FITTINGS**

1. Company certificate of incorporation/registration.
2. Current category of Registration with National Construction Authority (NCA-6 Above) in Air Conditioning, Mechanical Ventilation, Fire Protection, Internal Plumbing and Drainage Services;
3. Current Class of Licenses with the relevant statutory bodies e.g., Energy Regulatory Commission, Communication Authority of Kenya, County Governments, Water Management Boards etc. where applicable;
4. Valid Tax Compliance Certificate;
5. Dully signed Statement of Compliance;
6. Compliance with Technical Specifications;
7. Pre-Contract agreement between the Main Contractor and Mechanical Sub - Contractor signed and commissioned by commissioner of Oaths.

### **VOLUME 3 of 4 – STRUCTURED CABLING & ELECTRICAL INSTALLATION WORKS**

1. Company Certificate of incorporation/registration;
2. Current National Construction Authority Registration Certificate NCA 5 and above in both Structured Cabling and IP telephony installation and Electrical installation
3. Provide Current National Construction Authority Annual Contractors Practicing License;
4. Current Class of License with Energy & Petroleum Regulatory Authority (EPRA B and Above)
5. Current Class of Licenses with the Communication Authority of Kenya (CAK).
6. Valid Tax Compliance Certificate;
7. Manufacturer’s Authorization Letter for POE Switches.
8. Compliance with Technical Specifications;
9. Pre-Contract agreement between the Main Contractor and Mechanical Sub - Contractor signed and commissioned by commissioner of Oaths

#### ***Note:***

***On compliance with Technical Specifications, bidders shall supply equipment/items which comply with the technical specifications set out in the bid document. In this regard, the bidder will be required to submit relevant technical brochure/catalogues with the tender document, highlighting (using a mark-pen or highlighter) the Catalogue Number/model of the proposed items. Such brochures/ catalogues should indicate comprehensive relevant data of the proposed equipment/items which should include but not limited to the following:***

- (i) Standards of manufacture;*
- (ii) Performance ratings/characteristics;*
- (iii) Material of manufacture;*
- (iv) Electrical power ratings; and*



(v) All other requirements as indicated in the technical specifications of the bid.

- The bids will then be analyzed, using the information in the technical brochures, to determine compliance with technical specifications for the works/items as indicated in the tender document. Bidders not complying with any of the technical specifications shall be adjudged technically non-responsive while those meeting all technical specifications shall be considered technically responsive.
- The tenderer shall also fill in the Technical Schedule as specified in the tender document for Equipment and Items indicating the Country of Origin, Model/Make/Manufacturer and catalogue numbers of the Items/Equipment they propose to supply.

**Any bidder whose sub-contractor (s) are non-responsive at this stage shall not be evaluated further**

## **2. TECHNICAL EVALUATION**

Bidders who meet the preliminary evaluation criteria above shall be evaluated at technical evaluation with the following guideline **complementing** the Qualification Form Summary.

<b>No.</b>	<b>Parameters</b>	<b>YES/NO</b>
<b>1.</b>	<p><b>Experience of the firm in similar services: -Building Construction works</b></p> <p>a) Provide Three (3) Assignments of Office Partitioning and Fit Out Works and related Electrical /Mechanical services of similar nature: Attach copies of LSOs or contracts and Completion certificate (s) with other corporate clients between the Period 2018 – 2020 for <b>10 Million and above</b></p> <p>a) The tenderer <b>MUST</b> fill the forms listed below in the format provided</p> <ol style="list-style-type: none"> <li>1. Form EXP – 4.1 Experience – General Construction Experience</li> <li>2. Form EXP – 4.2 Specific and Contract Management Experience</li> <li>3. Form EXP – 4.2.b Construction Experience in Key Activities</li> </ol>	
<b>2.</b>	<p><b>Qualification and Experience</b></p> <p><b>Academic Qualification</b></p> <p>a) <b>Director/Project Manager</b> ✓ Degree in Civil/Construction or equivalent and relevant Engineering</p> <p>b) <b>Two foremen/clerk of works</b> ✓ Diploma in Civil/Construction or equivalent and relevant Engineering</p> <p>c) <b>Experience for the Personnel in (2a) and (2b) above</b></p> <p><b>Director/Project Manager</b> ✓ Over 4 years ✓ Less than 4 years</p> <p><b>Two foremen/clerk of works</b> ✓ Over 3 years ✓ Less than 3 years</p> <p>The tenderer <b>MUST</b> fill the forms listed below in the format provided and attach the necessary qualification certificates:</p> <ol style="list-style-type: none"> <li>1. Form PER - 1 Contractor's Representative and Key Personnel Schedule</li> <li>2. Form PER - 2 Resume and Declaration - Contractor's Representative and Key Personnel.</li> </ol>	
<b>3.</b>	<p><b>Methodology</b></p> <p>✓ Provide a detailed work methodology of how the entire works will be executed</p>	
<b>4.</b>	<p><b>Adequacy of tools and equipment</b></p> <p>The tenderer must show proof of ownership or leasing of the following equipment: -</p> <ol style="list-style-type: none"> <li>1. At least 3No, 2No, and 2No. Relevant Equipment for Builder's Work, Electrical Works, Plumbing /Air Conditioning Works respectively required for these Works</li> </ol>	
	<b>QUALIFIED YES/NO</b>	



### **3. FINANCIAL EVALUATION**

Bidders who qualify at the technical evaluation shall be evaluated this stage.

The successful bidder shall be the tenderer with the **lowest evaluated tender price subject to UFAA’s right to exercise due diligence relating to confirmation of information submitted by the bidder before the award of the tender pursuant to Section 83 of the Public Procurement and Asset Disposal Act, 2015.**

### **4. RECOMMENDATIONS FOR AWARD**

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.

**Arithmetical Errors** -Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive.

The tenderer with the **lowest price** that meets all the above requirements at financial evaluation stage will be awarded the contracts

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.

**5. Margin of Preference** is not applicable

*6. The Procuring Entity will provide Post qualification and Contract award (ITT 39), more specifically,*

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.

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
- ii. Minimum average annual construction turnover of Kenya Shillings \_\_\_\_\_ [*insert amount*], equivalent calculated as total certified payments received for contracts in progress and/or completed within the last \_\_\_\_\_ [*insert of year*] years.
- iii. At least \_\_\_\_\_ (*insert number*) 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 \_\_\_\_\_ equivalent.
- iv. Contractor's Representative and Key Personnel, which are specified as \_\_\_\_\_
- 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.

#### **1. 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 \_\_\_\_\_ (*specify years*). The required information shall be furnished in the appropriate form.

#### **2. 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.

### 3. Litigation History

There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last *(specify 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

7. **Tender Evaluation (ITT 35) Price evaluation:** *in addition to the criteria listed in ITT 35.2 (a) – (c) the following criteria shall apply:*

iv) **Alternative Completion Times**, *if permitted under ITT 13.2, will be evaluated as follows:*  
.....

v) **Alternative Technical Solutions** *for specified parts of the Works, if permitted under ITT 13.4, will be evaluated as follows:* .....

vi) **Other Criteria;** *if permitted under ITT 35.2(d):*  
.....

**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

iii) *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.*

iv) *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.*

### 8. 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.*

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

c) *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.*

d) *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*

ii) *Minimum average annual construction turnover of Kenya Shillings \_\_\_\_\_ [insert amount], equivalent calculated as total certified payments received for contracts in progress and/or completed within the last \_\_\_\_\_ [insert of year] years.*

iii) *At least \_\_\_\_\_ (insert number) 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 \_\_\_\_\_ equivalent.
- iv) Contractor's Representative and Key Personnel, which are specified as \_\_\_\_\_
- 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 \_\_\_\_\_ (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 \_\_\_\_\_ (specify 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.*

**10. QUALIFICATION FORM SUMMARY**

1	2	3	4	5
Item No.	Qualification Subject	Qualification Requirement	<i>Document To be Completed by Tenderer</i>	<i>For Procuring Entity's Use (Qualification met or Not Met)</i>
1	Nationality	Nationality in accordance with ITT 3.6	Forms ELI – 1.1 and 1.2, with attachments	
2	Tax Obligations for Kenyan Tenderers	Has produced a current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority in accordance with ITT 3.14.	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 <sup>st</sup> 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 <sup>st</sup> January [insert year]	Form CON – 2	

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)
11	Financial Capabilities	<p>(i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as Kenya Shillings <i>[insert amount]</i> equivalent for the subject contract(s) net of the Tenderer's other commitments.</p> <p>(ii) The Tenderers shall also demonstrate, to the satisfaction of the Procuring Entity, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.</p> <p>(iii) The audited balance sheets or, if not required by the laws of the Tenderer's country, other financial statements acceptable to the Procuring Entity, for the last <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>	Form FIN – 3.1, with attachments	
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 <i>[insert of year]</i> 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 <i>[insert number of years]</i> years, starting 1 <sup>st</sup> January <i>[insert year]</i> .	4. Form EXP – 4.1 Experience	

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)
	Specific Construction & Contract Management Experience	<p>A minimum number of <i>[state the number]</i> 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..... 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> <p>The similarity of the contracts shall be based on the following: <i>[Based on Section VII, Scope of Works, specify the minimum key requirements in terms of physical size, complexity, construction method, technology and/or other characteristics including part of the requirements that may be met by specialized subcontractors, if permitted in accordance with ITT 34.3]</i></p>	Form EXP 4.2(a)	

## 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 FORM PER -1

### Contractor's Representative and Key Personnel Schedule

Tenderers should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

### Contractor' Representative and Key Personnel

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

5.	<b>Title of position:</b> <i>[insert title]</i>	
	<b>Name of candidate</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment: for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<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.

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:

<b>Commitment</b>	<b>Details</b>
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. TENDERERS 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.

##### 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: _____
<p>1. Attached are copies of original documents of</p> <ul style="list-style-type: none"> <li><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</li> <li><input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 3.5</li> <li><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"> <li>• Legal and financial autonomy</li> <li>• Operation under commercial law</li> <li>• Establishing that the Tenderer is not under the supervision of the Procuring Entity</li> </ul> </li> </ul> <p>2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.</p>

**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, a list of Board of Directors, and the beneficial ownership.

**FORM CON - 2**

**Historical Contract Non-Performance, Pending Litigation and Litigation History**

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

<b>Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria</b>			
<input type="checkbox"/> Contract non-performance did not occur since 1 <sup>st</sup> January <i>[insert year]</i> specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1.			
<input type="checkbox"/> Contract(s) not performed since 1 <sup>st</sup> January <i>[insert year]</i> specified in Section III, Evaluation and Qualification Criteria, requirement 2.1			
<b>Year</b>	<b>Non- performed portion of contract</b>	<b>Contract Identification</b>	<b>Total Contract Amount (current value, currency, exchange rate and Kenya Shilling equivalent)</b>
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Procuring Entity: <i>[insert full name]</i> Address of Procuring Entity: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
<b>Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria</b>			
<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

<p>D No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.</p> <p>D Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below.</p>			
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>	<p>Contract Identification: [indicate complete contract name, number, and any other identification]</p> <p>Name of Procuring Entity: <i>[insert full name]</i> Address of Procuring Entity: <i>[insert street/city/country]</i></p> <p>Matter in dispute: <i>[indicate main issues in dispute]</i></p> <p>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></p>	<i>[insert amount]</i>

**Financial Situation and Performance**

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



### 5.4.1. Financial Data

\*Refer to ITT 15 for the exchange rate

Historic information for previous \_\_\_\_\_ years,

Type of Financial information  
in (currency)

(amount in currency, currency, exchange rate\*, USD equivalent)

	Year 1	Year 2	Year 3	Year 4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					



## 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		

### 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:

- 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).
- be independently audited or certified in accordance with local legislation.
- be complete, including all notes to the financial statements.
- correspond to accounting periods already completed and audited.

Attached are copies of financial statements<sup>1</sup> for the \_\_\_\_\_ years required above; and complying with the requirements

## 5.5 FORM FIN – 3.2

### Average Annual Construction Turnover

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

Annual turnover data (construction only)			
Year	Amount Currency	Exchange rate	Kenya Shilling equivalent
<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.

<sup>1</sup>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.



**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

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

**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.

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



**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: _____	



**FORM EXP - 4.2(a)**

**Specific Construction and Contract Management Experience**

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

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	<b>Kenya Shilling</b>			
If member in a JV or sub-contractor, specify participation in total Contract amount				
Procuring Entity's Name:				
Telephone/fax number E-mail:				
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				



**FORMEXP- 4.2(b)**

**Construction Experience in Key Activities**

Tenderer's Name: \_\_\_\_\_ Date: \_\_\_\_\_ Tenderer's JV Member  
 Name: \_\_\_\_\_ Sub-contractor's Name<sup>2</sup> (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: -

	<b>Information</b>			
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				<b>Kenya Shilling</b>
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:				
Description of the key activities in accordance with Sub-Factor 4.2(b) of Section III:				

2 Activity No. Two 3. ....

<sup>2</sup>If applicable



## **OTHER FORMS**

### **6 FORM OF TENDER**

#### *INSTRUCTIONS TO TENDERERS*

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

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

**Request for Tender No.:** *[insert identification]*

**Name and description of Tender** *[Insert as per ITT]*

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

**To:** *[insert complete name of Procuring Entity]* Dear Sirs,

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

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

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

2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Project Manager's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Special Conditions of Contract.
3. We agree to adhere by this tender until \_\_\_\_\_ *[Insert date]*, and it shall remain binding upon us and may be accepted at any time before that date.
4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us. We further understand that you are not bound to accept the lowest or any tender you may receive.
5. We, the undersigned, further declare that:
  - i) No reservations: We have examined and have no reservations to the tender document, including Addenda issued in accordance with ITT 28;
  - ii) Eligibility: We meet the eligibility requirements and have no conflict of interest in accordance with ITT 3 and 4;
  - iii) Tender-Securing Declaration: We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing or Proposal-Securing Declaration in the Procuring Entity's Country in accordance with ITT 19.8;
  - iv) Conformity: We offer to execute in conformity with the tendering documents and in accordance with the implementation and completion specified in the construction schedule, the following Works: *[insert a brief description of the Works]*;



- v) **Tender Price:** The total price of our Tender, excluding any discounts offered in item 1 above is: *[Insert one of the options below as appropriate]*
- vi **Option 1,** in case of one lot: Total price is: *[insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies];* Or  
**Option 2,** in case of multiple lots:
  - a) **Total price of each lot** *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies];* and
  - b) **Total price of all lots** (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies];*
- vii) **Discounts:** The discounts offered and the methodology for their application are:
- viii) The discounts offered are: *[Specify in detail each discount offered.]*
- ix) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts];*
- x) **Tender Validity Period:** Our Tender shall be valid for the period specified in TDS 18.1 (as amended, if applicable) from the date fixed for the Tender submission deadline specified in TDS 22.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- xi) **Performance Security:** If our Tender is accepted, we commit to obtain a Performance Security in accordance with the Tendering document;
- xii) **One Tender Per Tender:** We are not submitting any other Tender(s) as an individual Tender, and we are not participating in any other Tender(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITT 3.4, other than alternative Tenders submitted in accordance with ITT 13.3;
- xiii) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, Project Manager, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Public Procurement Regulatory Authority or any other entity of the Government of Kenya, or any international organization.
- xiv) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITT 3.8];*
- xv) **Commissions, gratuities, fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the tender process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity].*

Name of Recipient	Address	Reason	Amount

*(If none has been paid or is to be paid, indicate “none.”)*

- 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) We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:
  - a) Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in any conflict to interest.
  - b) Certificate of Independent Tender Determination – to declare that we completed the tender without colluding with other tenderers.
  - c) Self-Declaration of the Tenderer – to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
  - d) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal

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

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

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

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

**Signature of the person named above:** [insert signature of person whose name and capacity are shown above] **Date signed** [insert date of signing] day of [insert month], [insert year]

Date signed \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**Notes**

\* In the case of the Tender submitted by joint venture specify the name of the Joint Venture as Tenderer

\*\* Person signing the Tender shall have the power of attorney given by the Tenderer to be attached with the Tender.



**A. TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE**

**Instruction to Tenderer**

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

**(a) Tenderer's details**

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



**General and Specific Details**

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

Name in full \_\_\_\_\_ Age \_\_\_\_\_ Nationality \_\_\_\_\_  
 \_\_\_\_\_ Country of Origin \_\_\_\_\_ Citizenship \_\_\_\_\_  
 \_\_\_\_\_

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

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

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

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 influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract Specified in this Tender Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the such Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.		



**f) Certification**

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

Full Name \_\_\_\_\_ Title or

Designation \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**B. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION**

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

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

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



8. the terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5)(b) above.

Name \_\_\_\_\_ Title \_\_ Date \_\_\_\_\_

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



**C. SELF - DECLARATION FORMS**

**FORM SD1**

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

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

- 1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of ..... (*insert name of the Company*) who is a Bidder in respect of Tender No. .... for ..... (*insert tender title/description*) for ..... (*insert name of the Procuring entity*) and duly authorized and competent to make this statement.
- 2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
- 3. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

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

Bidder Official Stamp



**FORM SD2**

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

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

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of ..... (*insert name of the Company*) who is a Bidder in respect of Tender No. .... for ..... (*insert tender title/description*) for ..... (*insert name of the Procuring entity*) and duly authorized and competent to make this statement.
  
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of ..... (*insert name of the Procuring entity*) which is the procuring entity.
  
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of ..... (name of the procuring entity)
  
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender
  
5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

.....  
(Title)

.....  
(Signature)

.....  
(Date)

Bidder's Official Stamp



## DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I ..... (person) on behalf of (*Name of the Business/ Company/Firm*) ..... declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal and my responsibilities under the Code.

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

Name of Authorized signatory..... Sign.....

Position.....

Office address..... Telephone.....

E-mail.....

Name of the Firm/Company.....

Date..... (Company Seal/ Rubber

Stamp where applicable)

Witness

Name ..... Sign.....

Date.....



## D. APPENDIX 1- FRAUD AND CORRUPTION

*(Appendix 1 shall not be modified)*

### 1. Purpose

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

### 3. Requirements

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

Kenya's public procurement and asset disposal act (*no. 33 of 2015*) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior: -

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

---

<sup>1</sup>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.

<sup>2</sup> 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.



## 7. FORM OF TENDER SECURITY - DEMAND BANK GUARANTEE

Beneficiary: \_\_\_\_\_

Request for Tenders No: \_\_\_\_\_

Date: \_\_\_\_\_

TENDER GUARANTEE No.: \_\_\_\_\_

Guarantor: \_\_\_\_\_

1. We have been informed that \_\_\_\_\_ (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Tender (hereinafter called "the Tender") for the execution of \_\_\_\_\_
2. under Request for Tenders No. \_\_\_\_\_ ("the ITT").
3. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.
4. 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 thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.
5. 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.
6. 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)]*



**FORM OF TENDER SECURITY (TENDER BOND)**

*[The Surety shall fill in this Tender Bond Form in accordance with the instructions indicated.]*

BOND NO. \_\_\_\_\_

1. BY THIS BOND [*name of tenderer*] as Principal (hereinafter called “the Principal”), and [*name, legal title, and address of surety*], **authorized to transact business in** [*name of country of Procuring Entity*], as Surety (hereinafter called “the Surety”), are held and firmly bound unto [*name of Procuring Entity*] as Obligee (hereinafter called “the Procuring Entity”) in the sum of [*amount of Bond*][*amount in words*], for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.
2. WHEREAS the Principal has submitted or will submit a written Tender to the Procuring Entity dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ , for the supply of [*name of Contract*] (hereinafter called the “Tender”).
3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:
  - 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 Surety 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. The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 30 days after the date of expiration of the Tender Validity Period set forth in the Principal's Letter of Tender or any extension thereto provided by the Principal.
5. IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Principal: \_\_\_\_\_ Corporate Seal (where appropriate) \_\_\_\_\_  
:

(Signature)

\_\_\_\_\_  
(Signature)

(Printed name and title)

\_\_\_\_\_  
(Printed name and title)



**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.

1. Architectural Drawings as annexed herein.

**The actual drawings including Site plans 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. 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.



## **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.

<b>SUMMARY ITEMS</b>	<i>Page</i>	<i>Amount</i>
Bill No. 1: Preliminary Items		
Bill No. 2: Work Items		
Bill No 3: Day work Summary		
Bill No 4: Provisional Sums		
Subtotal of Bills No 1-4		
Allow for any Discounts;		
<b>TOTAL TENDER PRICE</b> Carried forward to Form of Tender		

- **PLEASE SEE ATTACHED BILLS OF QUANTITIES**



## 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

Boldface 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

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.

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).

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 Quantities<sup>6</sup>, and
- i) any other document **listed in the SCC** as forming part of the Contract.

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



### 3. Language and Law

The language of the Contract is English Language and the law governing the Contract are the Laws of Kenya.

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

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

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

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

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

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

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.

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.

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

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

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.

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

- a) a Defect which existed on the Completion Date,
- b) an event occurring before the Completion Date, which was not itself a Procuring Entity's risk, or
- c) the activities of the Contractor on the Site after the Completion Date.

## 12. Contractor's Risks

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

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.

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.

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.

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

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

## 14. Site Data

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

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**

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**

The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.

The Contractor shall be responsible for design of Temporary Works.

The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.

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**

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

## **19. Discoveries**

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**

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**

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**

The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.

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.

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

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.

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

### Contractor's Claims

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.

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.

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.

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.

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.

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.

Within the above defined period of 42 days, the Project Manager shall proceed in accordance with Sub-Clause 3.5 [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.



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.

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].

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.

### **Amicable Settlement**

Where a notice of a claim has been given, both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, the Party giving a notice of a claim in accordance with Sub-Clause 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.

### **Matters that may be referred to arbitration**

Notwithstanding anything stated herein the following matters may be referred to arbitration before the practical completion of the Works or abandonment of the Works or termination of the Contract by either party:

- a) 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.

### **Arbitration**

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.

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.

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.

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.

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.

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.

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.

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.

24.4.8 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.

#### **Arbitration with National Contractors**

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

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

#### **Alternative Arbitration Proceedings**

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.

#### **Failure to Comply with Arbitrator's Decision**

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

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.

#### **Contract operations to continue**

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**

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.

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**

### **1. Program**

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.

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.

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.

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.

### **2. Extension of the Intended Completion Date**

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.

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.

### **3. Acceleration**

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.

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.

### **4. Delays Ordered by the Project Manager**

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

### **5. Management Meetings**

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.



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.

## 6. Early Warning

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.

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

### 1. Identifying Defects

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.

### 2. Tests

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.

### 3. Correction of Defects

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.

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.

### 4. Uncorrected Defects

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

### 1. Contract Price<sup>7</sup>

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.



## 2 Changes in the Contract Price<sup>8</sup>

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.

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.

## 3 Variations

All Variations shall be included in updated Programs<sup>9</sup> produced by the Contractor.

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.

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.

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.

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

If the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in Sub-Clause 39.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work<sup>10</sup>.

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

- 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.

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

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

<sup>7</sup>In lump sum contracts, replace GCC Sub-Clauses 36.1 as follows:

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

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

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

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



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

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

#### 4. Cash Flow Forecasts

When the Program<sup>11</sup>, 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.

#### 5. Payment Certificates

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

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

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

The value of work executed shall comprise the value of the quantities of work in the Bill of Quantities that have been completed<sup>12</sup>.

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

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

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

#### 6. Payments

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.

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.

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

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.

<sup>11</sup>In lump sum contracts, add "or Activity Schedule" after "Program."

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



## 7. Compensation Events

The following shall be Compensation Events:

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

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.

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.

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.

## 8. Tax

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.

## 9. Currency of Payment

All payments under the contract shall be made in Kenya Shillings

## 10. Price Adjustment

Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC**. If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by



applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type specified below applies:

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

where:

the Contract Price payable.

P is the adjustment factor for the portion of

A and B are coefficients<sup>13</sup> **specified in the SCC**, representing the non-adjustable and adjustable portions, respectively, of the Contract Price payable and Im is the index prevailing at the end of the month being invoiced and IOI is the index prevailing 30 days before Bid opening for inputs payable.

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.

## 11. Retention

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.

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.

## 12. Liquidated Damages

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.

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.

## 13. Bonus

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.

## 14. Advance Payment

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.

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.

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



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.

## 15. Securities

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.

## 16. Dayworks

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.

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.

The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

## 17. Cost of Repairs

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

### 1. Completion

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.

### 2. Taking Over

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

### 3. Final Account

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.

### 4. Operating and Maintenance Manuals

If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates **stated in the SCC**.

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.



## 5. Termination

The Procuring Entity or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

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.

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

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.

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.

## 6. Payment upon Termination

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.

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.

## 7. Property

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.

## 8. Release from Performance

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)	Namre of Procuring Entity UNCLAIMED FINANCIAL ASSETS AUTHORITY, P.O BOX 28235-00200, NAIROBI Authorized Representative-CEO/Managing Trustee
GCC 1.1 (v)	The Intended Completion Date of the Whole of the Works 12 WEEKS FROM COMMENCEMENT DATE
GCC 1.1 (y)	The Project Manager is WORKS SECRETARY, STATE DEPARTMENT FOR PUBLIC WORKS, P.O Box 30743-00100, NAIROBI <span style="float: right;"><i>[insert]</i></span>
GCC 1.1 (aa)	The Site Is Located at PACIS CENTRE 2 <sup>ND</sup> FLOOR, Slip Road Off Waiyaki Way Westlands, Nairobi
GCC 1.1 (dd)	The Start Date Shall Be AS AGREED WITH THE PROJECT MANAGER
GCC 1.1 (hh)	The Works Consist Of OFFICE FIT-OUT WORKS, ELECTRICAL, PLUMBING SANITARY FITTINGS AND SERVICING OF EXISTING AIR CONDITIONING
GCC 2.2	Sectional Completions Are N/A
GCC 5.1	The Project Manager May Delegate his Duties and Resiponsibilities
GCC 8.1	Schedule of other Contractors:N/A
GCC 9.1	<b>Key Personnel</b> GCC 9.1 is replaced with the following: _____ of the 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 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 Works Plant and Materials:- ENTIRE CONTRACT SUM (b) for Loss or Damage to Equipment <b>2,000,000.00</b> (c) for Loss or Damage to Property (Except works, plant, materials and equipment) in connection with the Contract: <b>5,000,000.00</b> (d) for personal injury or death:  (i) of the Contractor’s Employees AS PER THE APPLICABLE LAWS IN KENYA  (ii) of other people: AS PER THE APPLICABLE LAWS IN KENYA



<b>GCC 14.1</b>	Site Data are: <i>N/A</i>
<b>GCC 20.1</b>	The Site Possession Date shall be tentatively 28 <sup>th</sup> June, 2021
<b>GCC 23.1 &amp; GCC 23.2</b>	<p>13.1 Appointing Authority for the Adjudicator Shall be Chairman or Vice Chairman of any of the following professional institutions;</p> <p>(i) <i>Architectural Association of Kenya</i></p> <p>(ii) <i>Institute of Quantity Surveyors of Kenya</i></p> <p>(iii) <i>Association of Consulting Engineers of Kenya</i></p> <p>(iv) <i>Chartered Institute of Arbitrators (Kenya Branch)</i></p> <p>(v) <i>Institution of Engineers of Kenya</i></p>
<b>GCC 24.3</b>	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: <i>As Applicable</i>

#### **I B. Time Control**

<b>GCC 26.1</b>	The Contractor shall submit for approval a Program for the Works within <b>7No.</b> days from the date of the Letter of Acceptance.
<b>GCC 26.3</b>	The period between Program updates is <b>30No.</b> Days. The amount to be withheld for late submission of an updated Program is <b>WHOLE CERTIFICATE</b>

#### **I C. Quality Control**

<b>GCC 34.1</b>	The Defects Liability Period is: <b>180 days.</b>
-----------------	---

#### **I D. Cost Control**

<b>GCC 38.7</b>	If the value engineering proposal is approved by the Procuring Entity the amount to be paid to the Contractor shall be <i>N/A</i> % <i>The percentage is normally up to 50%</i> of the reduction in the Contract Price.
<b>GCC 44.1</b>	The currency of the Procuring Entity's Country is: <b>KENYA SHILLINGS</b>
<b>GCC 45.1</b>	<p>The Contract <b>IS NOT</b> subject to price adjustment in accordance with GCC Clause 45, and the following information regarding coefficients <i>does not</i> apply.</p> <p>The coefficients for adjustment of prices are:</p> <p>(a) <i>N/A percent</i> nonadjustable element (coefficient A).</p> <p>(b) <i>N/A percent</i> adjustable element (coefficient B).</p> <p>(c) The Index I for shall be <i>N/A</i>.</p>
<b>GCC 46.1</b>	The proportion of payments retained is: 10%



<b>GCC 47.1</b>	The liquidated damages for the whole of the Works are Kshs. <b>15, 000 per Week</b> . The maximum amount of liquidated damages for the whole of the Works is <i>10%</i> of the final Contract Price.
---------------------	--

<b>GCC 48.1</b>	The <del>Bonus</del> for the whole of the Works is <i>N/A</i> per day. The maximum amount of Bonus for the whole of the Works is [ <i>insert percentage</i> ] of the final Contract Price.
<b>GCC 49.1</b>	The Advance Payments shall <b>NOT BE GRANTED</b>
<b>GCC 50.1</b>	The <b>Performance Security</b> amount is <i>1%</i> of contract sum denominated in the types and proportions of the currencies in which the Contract Price is payable, or in a freely convertible currency acceptable to the Procuring Entity  (a) Performance Security - Bank Guarantee: in the amount(s) of <i>as above</i> percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount.



## I E. Finishing the Contract

<b>GCC 56.1</b>	The date by which operating and maintenance manuals are required is <i>UPON PRACTICAL COMPLETION</i>  The date by which "as built" drawings are required is <i>UPON PRACTICAL COMPLETION</i>
<b>GCC 56.2</b>	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>AS DETERMINED BY THE PROJECT MANAGER</i>
<b>GCC 57.2 (g)</b>	The maximum number of days is: <i>AS DETERMINED BY THE PROJECT MANAGER</i>
<b>GCC 58.1</b>	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>AS DETERMINED BY THE PROJECT MANAGER</i>



**FORM No 1: NOTIFICATION OF INTENTION TO AWARD**

This Notification of Intention to Award shall be sent to each Tenderer that submitted a Tender. Send this Notification to the Tenderer's Authorized Representative named in the Tender Information Form on the format below.

**FORMAT**

1. For the attention of Tenderer's Authorized Representative

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

*[IMPORTANT: insert the date that this Notification is transmitted to Tenderers. The Notification must be sent to all Tenderers simultaneously. This means on the same date and as close to the same time as possible.]*

2. Date of transmission: *[email]* on *[date]* (local time)

This Notification is sent by *(Name and designation)* \_\_\_\_\_

3. Notification of Intention to Award

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

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period, you may:

4. Request a debriefing in relation to the evaluation of your tender

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

a) The successful tenderer

i) Name of successful Tender \_\_\_\_\_

ii) Address of the successful Tender \_\_\_\_\_

iii) Contract price of the successful Tender Kenya Shillings \_\_\_\_\_ (in words)

b) Other Tenderers

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



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

(Note a) State NE if not evaluated

#### 5. How to request a debriefing

- a) DEADLINE: The deadline to request a debriefing expires at midnight on [insert date] (local time).
- b) You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (5) Business Days of receipt of this Notification of Intention to Award.
- c) Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:
  - i) Attention: [insert full name of person, if applicable]
  - ii) Title/position: [insert title/position]
  - iii) Agency: [insert name of Procuring Entity]
  - iii) Email address: [insert email address]
- d) If your request for a debriefing is received within the 3 Days deadline, we will provide the debriefing within five (3) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (3) Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.
- e) The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.
- f) If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Days from the date of publication of the Contract Award Notice.

#### 6. How to make a complaint

- a) Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, [insert date] (local time).
- b) Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:
  - i) Attention: [insert full name of person, if applicable]
  - ii) Title/position: [insert title/position]
  - iii) Agency: [insert name of Procuring Entity]
  - iv) Email address: [insert email address]
- c) At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.
- d) Further information: For more information refer to the Public Procurement and Disposals Act 2015 and its Regulations available from the Website [info@ppra.go.ke](mailto:info@ppra.go.ke) or [complaints@ppra.go.ke](mailto:complaints@ppra.go.ke). You should read these documents before preparing and submitting your complaint.
- e) There are four essential requirements:
  - i) You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tendering process, and is the recipient of a Notification of Intention to Award.
  - ii) The complaint can only challenge the decision to award the contract.
  - iii) You must submit the complaint within the period stated above.



iv) You must include, in your complaint, all of the information required to support your complaint.

7. Standstill Period

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

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

**Signature:** \_\_\_\_\_ **Name:** \_\_\_\_\_

**Title/position:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_ **Email:** \_\_\_\_\_



**FORM NO 2: NOTIFICATION OF AWARD - LETTER OF ACCEPTANCE**

*[letterhead paper of the Procuring Entity] [date]*

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

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

You are requested to furnish the Performance Security within 30 days in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms included in Section VIII, Contract Forms, of the Tender Document.

Authorized Signature:.....

Name and Title of Signatory:.....

Name of Procuring Entity.....

Attachment: *Contract Agreement*.....



### FORM NO 3: 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 therein,

The Procuring Entity and the Contractor agree as follows:

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

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

Signed and sealed by \_\_\_\_\_ (for the Procuring Entity)

Signed and sealed by \_\_\_\_\_ (for the Contractor).



**FORM NO. 4 - 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, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ (in words),<sup>1</sup> 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.....<sup>2</sup>, 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.*

<sup>1</sup>The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency of the Contract or a freely convertible currency acceptable to the Beneficiary.

<sup>2</sup>Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Procuring Entity should note that in the event of an extension of this date for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.



**FORM No. 5 - 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 Obligee (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 thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter 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 thereunder, the Surety may promptly remedy the default, or shall promptly:
  - 1) complete the Contract in accordance with its terms and conditions; or
  - 2) 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
  - 3) 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 herein or the heirs, executors, administrators, successors, and assigns of the Procuring Entity.
6. In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested 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. 6 - 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, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ (in words \_\_\_\_\_) <sup>1</sup> 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, <sup>2</sup> whichever is earlier. Consequently, demand for payment under this guarantee must be received by us at this office on or before that date.
6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months][one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

*[Name of Authorized Official, signature(s) and seals/stamps]*

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

<sup>1</sup>The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency of the advance payment as specified in the Contract.

<sup>2</sup>Insert the expected expiration date of the Time for Completion. The Procuring Entity should note that in the event of an extension of the time for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.



**FORM NO. 7 - 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)* obligation(s) under the Contract, without your needing to prove or show grounds for your demand or the sum specified therein.
4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the second half of the Retention Money as referred to above has been credited to the Contractor on its account number \_\_\_\_\_ at *[insert name and address of Applicant's bank]*.
5. This guarantee shall expire no later than the ..... Day of ....., 2.....<sup>2</sup>, 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.**

<sup>1</sup>The Guarantor shall insert an amount representing the amount of the second half of the Retention Money.

<sup>2</sup>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.

# **PRELIMINARIES**

Particular Preliminaries

ITEM	DESCRIPTION	AMOUNT
	<p style="text-align: center;"><b>PARTICULAR PRELIMINARIES</b></p> <p><b>A PRICING ITEMS OF PRELIMINARIES</b>            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>Failure to price an item shall not exempt the contractor from carrying out works described therein.</p> <p>Should the contractor fail to carry out works which he/she did not price and after having received a written instruction from the Project Manager, then the value of such works shall be deducted from the very immediate certificate issued to the contractor.</p> <p><i>Preliminaries to the contract are mandatory conditions and responsibilities, the contractor is required to observe and fulfill for complete and proper execution of the contract. The contractor is advised to read and understand all his obligations under preliminaries. Should he find that fulfilment of any of the items will lead to him incurring any cost not covered under measured works or any other part of these bills of Quantities, he shall price such items.</i></p> <p><b>B DESCRIPTION OF THE WORKS</b>            The works to be carried out under this contract comprise;            OFFICE FIT OUT WORKS-Office Partitioning,Adjustment to Achieve Cross ventilation, Provision of Emergency Exit doors, Fixed Furniture Fittings,Finishes, Electrical Works and Mechanical Remedial Works</p> <p>The contractor is advised to read and understand all preliminary items.            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 allowed.</p>	
	<b>Total carried to collection</b>	

Particular Preliminaries

ITEM	DESCRIPTION	AMOUNT
<p><b>A</b></p>	<p><b>LOCATION OF SITE</b>                      The site of the proposed works is-  <b>PACIS CENTRE 2ND FLOOR, SLIP ROAD, OFF WAIYAKI WAY, WESTLANDS-NAIROBI</b>                      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><b>B</b></p> <p><b>BID BOND</b>                      A bid bond shall be required in terms of clause 3.7 of instructions to tenderers or the amount stated in the invitation to tender or advertisement                      The Bid bond shall be from EITHER an approved insurance company or bank.</p> <p><b>C</b></p> <p><b>CLEARING AWAY</b>                      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                      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><b>D</b></p> <p><b>WORKING CONDITIONS</b>                      This is a rented site with other occupants. The contractor must allow for compliance with all County &amp; Civic Authority laws &amp; regulations</p>	
	<p><b>Total carried to collection</b></p>	

Particular Preliminaries

ITEM	DESCRIPTION	AMOUNT
<p><b>A</b></p>	<p><b>CLAIMS</b></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 claim or intent to claim notice to the PROJECT MANAGER within the contract period. No claims shall be entertained upon the expiry of the said contract period.</p>	
<p><b>B</b></p>	<p><b>LABOUR CAMPS</b></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><b>C</b></p>	<p><b>PRICING RATES</b></p>	
<p>i</p>	<p>The tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities.</p>	
<p>ii</p>	<p><b>Items for which no rate or price is entered by the tenderer shall be deemed to be covered in the rates and prices of the priced items in the Bill of Quantities.</b></p>	
<p>iii</p>	<p>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 Conditions of Contract./<i>The contract is broken down to work item that in total describes all that is required to have the contract works satisfactorily completed.The rate for anyitem of the works described shall therefore include executing the item to the final fixed and working state including material purchase and transport, fixing in position, replacing damaged items, all statutory levies and taxes (including VAT) and site and head office overheads.</i></p>	
<p>iv</p>	<p>Prices quoted must be in Kenya shillings .</p>	
<p>v</p>	<p>Prices shall remain valid for one hundred and fifty (150) days from the closing date of tender.</p>	
<p>vi</p>	<p>The rates and prices quoted by the tenderer shall only be subject to adjustment during the performance of the Contract if provided for in the Appendix to Conditions of Contract and provisions made in the Conditions of Contract.</p>	
	<p><b>Total carried to collection</b></p>	

Particular Preliminaries

ITEM	DESCRIPTION	AMOUNT
A	<p><b>MATERIALS FROM DEMOLITIONS</b></p> <p>Any materials arising from demolitions SHALL NOT BE re-used and shall become the property of the client unless otherwise advised.</p>	
B	<p><b>URGENCY OF THE WORKS</b></p> <p>The Contractor is notified that these “<b>works are urgent</b>” and should be completed within the period stated in Particular Preliminaries. The Contractor shall allow in his rates for any costs he/she may incur by having to complete the works within the stipulated contract period.</p>	
C	<p><b>PAYMENT FOR MATERIALS ON SITE</b></p> <p>Valuation for interim payment certificates shall be based on work done and materials delivered to site in accordance with clause 23 of the Conditions of contract. However, in certain circumstances the Project manager may allow for payment of materials procured purposely for the project but stored either at the contractor's yard or workshop. Such circumstances include where materials are used for fabrication of components for the project or a material or equipment is bought in advance but has to await the completion of some portion of the works necessary for their installation.</p>	
	<b>Total carried to collection</b>	

Particular Preliminaries

ITEM	DESCRIPTION	AMOUNT
<p><b>A</b></p>	<p><b>ADVANCE PAYMENTS</b> The tenderer's attention is drawn to the fact that the Government does not make advance payments.</p>	
<p><b>B</b></p>	<p><b>EXISTING SERVICES</b>  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 shall make whatever provisions may be required by the authorities for the support, maintenance and protection of such services.</p>	
<p><b>C</b></p>	<p><b>MEASUREMENTS</b>  In the event of any discrepancies arising between the Bills of Quantities and the actual works, the site measurements shall 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><b>Total carried to collection</b></p>	

Particular Preliminaries

ITEM	DESCRIPTION	AMOUNT
	<b><u>TRANSPORT AND SUBSISTENCE ALLOWANCE</u></b>	
A	Allow PROVISIONAL SUM of Kenya Shillings FOUR HUNDRED THOUSAND only for Transport and subsistence allowance to be expended as directed by the Project Manager	
B	Allow for profits and overheads (%)	
	<b><u>STATIONERY</u></b>	
C	Allow PROVISIONAL SUM of Kenya Shillings FIVE HUNDRED THOUSAND ONLY only for Stationery to be expended as directed by the	
D	Allow for profits and overheads (%)	
	<b><u>CLERK OF WORKS</u></b>	
E	Allow PROVISIONAL SUM of Kenya Shillings ONE HUNDRED AND FIFTY THOUSAND only	
F	Allow for profits and attendance (%)	
	<b>Carried to collection</b>	

Particular Preliminaries

ITEM	DESCRIPTION	AMOUNT
<b>PARTICULARS OF INSERTIONS TO BE MADE IN APPENDIX TO CONTRACT AGREEMENT</b>		
The following are the insertions to be made in the appendix to the contract Agreement:-		
A	<b>Period of Final Measurement</b> 3 Months from Practical Completion	
B	<b>Defects Liability Period</b> 6 Months from Practical Completion	
C	<b>Date for Possession</b> To be agreed with the Project Manager	
D	<b>Date for Completion</b> TWELVE (12) WEEKS from the Date of possession	
E	<b>Liquidated and Ascertained Damages</b> At a rate of <b>KSh 15,000 Per week or part thereof</b>	
F	<b>Period of Interim Certificates</b> Monthly	
G	<b>Period of Honouring Certificates</b> 30Days	
H	<b>Percentage of Certified Value Retained 10%</b>	
I	<b>Limit of Retention Fund 10%</b>	
<b>Total carried to collection</b>		

Particular Preliminaries

ITEM	DESCRIPTION	AMOUNT
	<b><u>COLLECTION</u></b>	
	Brought forward from page PP/1	
	Brought forward from page PP/2	
	Brought forward from page PP/3	
	Brought forward from page PP/4	
	Brought forward from page PP/5	
	Brought forward from page PP/6	
	Brought forward from page PP/7	
	<b>TOTAL CARRIED TO GRAND SUMMARY</b>	

General Preliminaries

ITEM	DESCRIPTION	AMOUNT
	<b>GENERAL PRELIMINARIES</b>	
<b>A</b>	<p><b>ABBREVIATIONS</b></p> <p>Throughout these Bills units of measurement and terms are abbreviated and shall be interpreted as follows:-</p> <p>CM                                Shall mean cubic meter</p> <p>SM                                Shall mean square meter</p> <p>LM                                Shall mean linear meter</p> <p>MM                                Shall mean Millimeter</p> <p>KG                                Shall mean Kilogramme</p> <p>No or Nr                        Shall mean Number</p> <p>PRS                                Shall mean Pairs</p> <p>B.S.                                Shall mean the British Standard Specification Published by the British Standards Institution, 2 Park Street, London W.I England</p> <p>M.S.                                Shall mean measured separately</p> <p>Ditto                               shall mean the whole of the preceding description except as qualified in the description in which it occurs.</p> <p>Do                                 shall mean the whole of the preceding description except as qualified in the description in which it occurs.</p> <p>a.b.                                Shall mean as above</p> <p>a.b.d.                              Shall mean as before described</p>	
<b>B</b>	<p><b>FORM OF CONTRACT</b></p> <p>The Form of Contract shall be as stipulated in the Republic of Kenya's Standard Tender Document for Procurement of Building Works (2007 Edition) included herein. The Conditions of Contract are also included herein.</p>	
	<b>Total carried to collection</b>	

General Preliminaries

ITEM	DESCRIPTION	AMOUNT
A	<p><b>FIRM PRICE CONTRACT</b></p> <p>Unless otherwise specifically stated in the Contract Data and/or Particular preliminaries this is a firm price contract and the contractor must allow in his tender rates for any increase in the cost of labour and/or materials during the execution of the contract.</p>	
B	<p><b>PERFORMANCE BOND</b></p> <p>The contractor shall within 14 days after receipt of letter of acceptance in accordance with clause 6.5 of instructions to tenderers (as amended in Appendix to instructions to tenderers) submit a Bond from an approved bank in an amount equal to five percent (5%) of the contract sum for the due performances of the contract up to the date of the issuance of the certificate of practical completion by the Project Manager. The format of the Bond shall be as per the standard form of performance security form annexed hererein (without the addition of any limitations) In case the Bond submitted is not acceptable to the Employer, the contractor shall submit acceptable bond within seven days.</p>	
C	<p><b>EXCEPTION TO THE STANDARD METHOD OF MEASUREMENT</b></p> <p><b>Attendance ;</b> 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>	
	<b>Total carried to collection</b>	

General Preliminaries

ITEM	DESCRIPTION	AMOUNT
	<p><b>PARTIES TO THE CONTRACT</b></p>	
A	<p><b>EMPLOYER</b></p> <p>The "Employer" is  <b>UNCLAIMED FINANCIAL ASSETS AUTHORITY</b>            P.O Box 28235-00200, NAIROBI</p> <p>The term "Employer" and "Government" wherever used in this contract document shall be synonymous</p>	
B	<p><b>PROJECT MANAGER shall be -:</b></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>In this Project, the Project Manager shall be -:</p> <p><b>WORKS SECRETARY(STATE DEPARTMENT FOR PUBLIC WORKS)</b>            P.O. BOX 30743-00100, NAIROBI</p>	
C	<p><b>ARCHITECT</b></p> <p>The term "Architect" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is as above</p>	
D	<p><b>QUANTITY SURVEYOR</b></p> <p>The term "Quantity Surveyor" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is as above</p>	
	<p><b>Total carried to collection</b></p>	

General Preliminaries

ITEM	DESCRIPTION	AMOUNT
A	<p><b>ELECTRICAL ENGINEER</b></p> <p>The term "Electrical Engineer" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is as above</p>	
B	<p><b>MECHANICAL ENGINEER</b></p> <p>The term "Mechanical Engineer" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is as above</p>	
C	<p><b>STRUCTURAL ENGINEER</b></p> <p>The term "Structural Engineer" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is as above</p>	
	<b>Total carried to collection</b>	

General Preliminaries

ITEM	DESCRIPTION	AMOUNT
A	<p><b>PLANT, TOOLS AND VEHICLES</b></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>	
B	<p><b>TRANSPORT.</b></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>	
C	<p><b>MATERIALS AND WORKMANSHIP.</b></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 order materials to be obtained from local sources as early as necessary to ensure that they are onsite when required for use in the works. The Bills of Quantities shall not be used for the purpose of ordering materials.</p>	
D	<p><b>SIGN FOR MATERIALS SUPPLIED.</b></p> <p>The contractor will be required to sign for all items, including Drawing, Bills of Quantities and site instructions, supplied by the PROJECT MANAGER at the time of taking delivery thereof, as prove of receipt in good time and order.</p>	
	<b>Total carried to collection</b>	

General Preliminaries

ITEM	DESCRIPTION	AMOUNT
A	<p><b>STORAGE OF MATERIALS</b></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>	
B	<p><b>SAMPLES</b></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 PROVIDED THEY PASS THE TEST. The Contractor shall pay for the testing in accordance with the current scale of testing charges laid down by the Ministry of 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>Samples of paint, carpets, curtains &amp; covers, tiles &amp; timber shall be required for approval by the PM together with the employer.</p> <p>No alternte rate shall be offered on account that the employer has chosen a superior finish unless the bidder had attached the sample he priced.</p>	
	<b>Total carried to collection</b>	

General Preliminaries

ITEM	DESCRIPTION	AMOUNT
A	<p><b>PUBLIC AND PRIVATE ROADS.</b></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>	
B	<p><b>EXISTING PROPERTY.</b></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>	
C	<p><b>ACCESS TO SITE AND TEMPORARY ROADS.</b></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</p>	
D	<p><b>AREA TO BE OCCUPIED BY THE CONTRACTOR</b></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>	
	<b>Total carried to collection</b>	

General Preliminaries

ITEM	DESCRIPTION	AMOUNT
A	<p><b>SECURITY OF WORKS ETC.</b>                      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>	
B	<p><b>PROGRESS CHART.</b>                      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>	
C	<p><b>INSURANCE</b>                      The Contractor shall insure as required in Conditions No. 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>	
D	<p><b>CONTRACTOR'S SUPERINTENDENCE/SITE AGENT</b>                      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>	
	<b>Total carried to collection</b>	

General Preliminaries

ITEM	DESCRIPTION	AMOUNT
A	<p><b>PROVISIONAL WORK</b>                      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>	
B	<p><b>PROVISIONAL SUMS.</b>                      The term "Provisional Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7(i) of the Standard Method of Measurement. Such sums are net and no addition shall be made to them for profit.</p>	
C	<p><b>ADJUSTMENT OF PROVISIONAL SUMS.</b>                      In the final account all Provisional Sums shall be deducted and the value of the work properly executed in respect of them upon the PROJECT MANAGER's order added to the Contract Sum. Such work shall be valued , but should any part of the work be executed by a Nominated Sub-Contractor, 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>	
	<b>Total carried to collection</b>	

General Preliminaries

ITEM	DESCRIPTION	AMOUNT
A	<p><b>PRIME COST (OR P.C.) SUMS.</b>                      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>	
B	<p><b>ADJUSTMENT OF P.C. SUMS.</b>                      In the final account all P.C. Sums shall be deducted and the amount properly expended upon the PROJECT MANAGER'S order in respect of each of them added to the Contract sum. The Contractor shall produce to the PROJECT MANAGER such quotations, invoices or bills, properly receipted, as may be necessary to show the actual details of the sums paid by the Contractor. Items of profit upon P.C. Sums shall be adjusted in the final account pro-rata to the amount paid. Items of "attendance" (as previously described) following P.C. Sums shall be adjusted pro-rata to the physical extent of the work executed (not pro-rata to the amount paid) and this shall apply even though the Contractor's priced Bill shows a percentage in the rate column in respect of them. Should the Contractor be permitted to tender and his tender be accepted of any work for which a P.C. Sum is included in these Bill of Quantities profit and attendance will be allowed at the same rate as it would be if the work were executed by a Nominated Sub-Contractor.</p>	
C	<p><b>NOMINATED SUB-CONTRACTORS</b>                      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>	
	<b>Total carried to collection</b>	

General Preliminaries

ITEM	DESCRIPTION	AMOUNT
A	<p><b>DIRECT CONTRACTS</b></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>	
B	<p><b>ATTENDANCE UPON OTHER TRADESMEN, ETC.</b></p> <p>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>	
	<b>Total carried to collection</b>	

General Preliminaries

ITEM	DESCRIPTION	AMOUNT
A	<p><b>WATER AND ELECTRICITY SUPPLY FOR THE WORKS</b>                      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>	
B	<p><b>SANITATION OF THE WORKS</b>                      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>	
C	<p><b>SUPERVISION AND WORKING HOURS</b>                      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>	
D	<p><b>PROTECTION OF THE WORKS.</b>                      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>	
	<b>Total carried to collection</b>	

General Preliminaries

ITEM	DESCRIPTION	AMOUNT
A	<p><b>WORKS TO BE DELIVERED UP CLEAN</b></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>	
B	<p><b>GENERAL SPECIFICATION.</b></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 and Public Works and Housing General Specification dated 1976 or any subsequent revision thereof which is issued as a separate document, and which shall be allowed in all respects unless it conflicts with the General Preliminaries, Trade Preambles or other items in these Bills of Quantities.</p>	
C	<p><b>TRAINING LEVY</b></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>	
D	<p><b>MATERIALS ON SITE</b></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>	
	<b>Total carried to collection</b>	

General Preliminaries

ITEM	DESCRIPTION	AMOUNT
A	<p><b>ALTERATIONS TO BILLS, PRICING, ETC.</b></p> <p>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>	
B	<p><b>MATERIALS ARISING FROM EXCAVATIONS</b></p> <p>Materials of any kind obtained from the excavations shall be the property of the Government. Unless otherwise provided for in the particular preliminaries. 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>	
C	<p><b>PREVENTION OF ACCIDENT, DAMAGE OR LOSS</b></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 instructed to take reasonable care in the execution of the works as to prevent accidents, damage or loss and disruption of normal activities being carried out by the Client. The Contractor shall allow in his rates any expense he deems necessary by taking such care within the site.</p>	
	<b>Total carried to collection</b>	

General Preliminaries

ITEM	DESCRIPTION	AMOUNT
A	<p><b>GOVERNMENT ACTS REGARDING WORKPEOPLE ETC.</b></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. The Contractor must make himself fully acquainted with current Acts and Regulations, including Police Regulations regarding the movement, housing, security and control of labour, labour camps , passes for transport, etc. It is most important that the Contractor, before tendering, shall obtain from the relevant Authority the fullest information regarding all such regulations and/or restrictions which may affect the information regarding all such regulations and/or restrictions which may affect the organisation of the works, supply and control of labour, etc., and allow accordingly in his tender.</p> <p>No claim in respect of want of knowledge in this connection will be entertained.</p>	
B	<p><b>REMOVAL OF RUBBISH ETC.</b></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>	
C	<p><b>BLASTING OPERATIONS</b></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>	
D	<p><b>SIGNBOARD</b></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>	
	<b>Total carried to collection</b>	

General Preliminaries

ITEM	DESCRIPTION	AMOUNT
	<b><u>COLLECTION</u></b>	
	Brought Forward From Page GP/1	
	Brought Forward From Page GP/2	
	Brought Forward From Page GP/3	
	Brought Forward From Page GP/4	
	Brought Forward From Page GP/5	
	Brought Forward From Page GP/6	
	Brought Forward From Page GP/7	
	Brought Forward From Page GP/8	
	Brought Forward From Page GP/9	
	Brought Forward From Page GP/10	
	Brought Forward From Page GP/11	
	Brought Forward From Page GP/12	
	Brought Forward From Page GP/13	
	Brought Forward From Page GP/14	
	Brought Forward From Page GP/15	
	<b>Total Carried to Grand Summary</b>	

# **BUILDER'S WORK**

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<p><b><u>PRICING NOTES</u></b></p> <p><u>Tenderers are strongly advised to read and understand the following notes before pricing this section. Any query on the notes should be referred to the PM</u></p>				
1	<p>Amounts for demolitions shall include the following in addition to what is described in the particular item.</p>				
a)	<p>Making good i.e. Re-instatement of any finishes and structure affected by the demolition work to the original state as directed by the Architect.</p>				
b)	<p>Clearing debris with speed on a daily basis as they arise, cleaning of affected surfaces, and removal of the debris from site to approved dumping sites. Accumulation of debris within the site premises shall not be allowed.</p>				
2	<p>Rates given for removal of sanitary appliances shall, in addition to the particular description, allow for the disconnection of pipe work (water and drainage) plugging, pipes, and the removal of any surface pipes and fittings.</p>				
3	<p>Demolition shall be carefully executed with the particular aim of preserving the items being removed and minimizing damages to adjacent finishes, structures, or components.</p>				
4	<p>The amounts quoted shall be deemed to be inclusive of cleaning of the removed components, handling and storage on site.</p>				
5	<p>Amounts given should include for any temporary support to adjacent areas while carrying out the demolition work.</p>				
6	<p>All materials, components and fittings arising from the demolitions work shall become the property of the Premises Owner</p>				
7	<p>The PM, at his sole discretion may decide that some of the materials, components or fittings be re-used in the works. If and when this happens, the contractor shall be allowed a "fix only" rate based on this rates in the Bills of Quantities. Where no reasonable and relevant rate is available from the Bills of Quantities then the stipulations of relevant provision shall apply.</p>				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b><u>DOWNTAKINGS/ALTERATIONS</u></b> <b><u>(ALL PROVISIONAL)</u></b>				
A	Carefully cut existing 200mm thick internal masonry wall (Approx.2.5m <sup>2</sup> ); to create opening; load and cart away arising material to specified location; make good adjoining wall surfaces to receive emergency exit door m.s		Item		
B	Carefully collapse mdf board partition wall (Approx.40m <sup>2</sup> ); store as directed; make good adjoining surfaces to receive new aluminium glass partition (m.s)		Item		
C	Carefully remove the existing 2No. solid doors size 900 x 2200 mm high and store as directed; cut wall to allow for disabled door access		Item		
D	Carefully hack damaged wall tiles; approx 40 m <sup>2</sup> cart away arising debris; prepare surface to receive new paint (m/s)		Item		
E	Carefully hack off existing floor laminate finish Approx.75m <sup>2</sup> prepare surface to receive new floor finish (m.s), and cart away arising debris		Item		
F	Carefully dismantle existing 2No. kitchen cabinets 1950 x 1000 x 600 mm comprising of timber doors and partitions; cart away/or store as directed; prepare surface to receive wall finish (m.s)		Item		
G	Ditto top shelves overall size 1950 x 1200 x 600 mm and store as directed; prepare surface to receive new fittings (measured seperately)		Item		
H	Ditto 4No.wooden cabinets to create space overall size 2200 x 2000 x 600 mm and store as directed; make good adjacent surfaces to receive finish (m.s)		Item		
J	Ditto but 1No. overall size 3000 x 2000 x 600 mm ditto		Item		
K	Carefully cut glass above partition average 300mm high; to create internal natural air circulation; make good edgess smooth to satisfaction	30	LM		
L	Ditto but below partition average 450mm high; ditto	30	LM		
M	Ditto but bottoms of wooden doors average 450mm high; ditto	15	LM		
Total Demolitions Carried to Summary					

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b><u>WALLING</u></b>				
	<u>Walling , walls &lt;200 mm thick reinforced with hoop iron at alternate courses bedded and jointed in cement and sand mortar mix 1:4</u>				
A	100 mm thick hollow clay partition infill walling	30	SM		
B	3-ply bituminous felt Levelled and bedded in cement and sand (1:3) mortar under walls including cutting floor finish to receive screed	15	LM		
<b>Total Walling Carried to Summary</b>					

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b><u>PARTITIONS</u></b>				
	<b><u>GYPSON BOARDS AND ALUMINIUM PARTITIONS</u></b>				
A	12mm thick gypsum boards partition screwed on and including 50 x 50 x 1.2mm thick top aluminium frame screwed onto concrete beams, 50 x 50 x 1.2mm thick middle frame and 50 x 50 x 1.2mm thick bottom aluminium frame screwed onto concrete floor and 50 x 50 x 1.2 mm thick vertical frames at 600mm c/c.	84	SM		
B	4mm thick clear sheet glass fanlights onto doors	10	SM		
	<b><u>The following in aluminium glass partitions including all the necessary frames beadings glazing strips</u></b>				
C	Aluminium partition comprising 100 x 40 x 2mm thick powder coated aluminium framework and beadings to BS10 B15 spaced at 1200mm centres; vertically divided into 4 panels all infilled with 6mm thick toughened glass	28	SM		
D	Supply and apply approved film onto glass	276	SM		
	<b><u>MDF BOARDS, ALUMINIUM GLASS PARTITIONS</u></b>				
	<u>1.2 mm thick aluminium frames grey powder coated</u>				
E	75 x 45mm bottom rail with one channel plugged and screwed to existing concrete floor	12	LM		
F	75 x 45mm Top rail with one channel plugged and screwed to existing concrete ceilings	12	LM		
G	75 x 45mm middle rail with two channels	8	LM		
H	75 x 45mm vertical rail with two channels	33	LM		
J	20 x 20 mm glazing beads	40	LM		
K	20mm rubber strips	40	LM		
	<u>Glazing</u>				
	<u>6mm clear sheet glass fixed with beads (m/s)</u>				
L	In panes 1.5 - 2.0sm	17	SM		
M	Glass filming applied onto frosted glass panels as per manufacturer's instructions	17	SM		
	<u>Medium Density Fibreboards</u>				
N	19mm thick cherry laminated MDF boards fixed onto aluminium frames (m/s)	8	SM		
	Total Carried to Collection				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b>Cont'd</b>				
	<u>Grey powder coated aluminium glass door comprising of panels to schedule and consisting of 6mm thick clear sheet glass 1050mm high; 100 x 45 mm aluminium frames ; including all necessary ironmongery and fixing to frames : all to architect's approval :-</u>				
A	Door overall size 850 x 2150 mm high	3	NO		
B	Ditto overall size 1650 x 2200 mm high	1	NO		
C	Aluminium louvered door overall size 900 x 2200 to Architect's approval	1	NO		
	<b><u>The following in anodised aluminium louvre frame carriers for 150mm wide louvres</u></b>				
D	Aluminium top louvre carriers 450mm high	330	PRS		
E	Ditto but bottom ditto 600mm high	330	PRS		
	<u>6mm thick clear sheet louvre glass blades</u>				
F	1200mm long x 150mm wide well grounded on edges and fixed into louvre carriers	330	NO.		
G	770mm long x 150mm wide ditto	330	NO.		
H	660mm long x 150mm wide ditto	50	NO.		
Total Carried to Collection					
	<b><u>COLLECTION</u></b>				
	B/f from page BW/4				
	B/f from above				
<b>Total Partitions Carried to Summary</b>					

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b><u>DOORS</u></b>				
	<u>Hardwood Doors</u>				
A	50mm thick solid door overall size 900 x 2100mm high to Architect's schedule	4	NO		
B	Ditto overall size 1000 x 2400 mm high for disabled	1	NO		
	<u>Wrot Mahogany or other equal and approved :-</u>				
C	150mm x 50mm Frame with two labours plugged and screwed to concrete slab	30	LM		
D	Ditto transome with two labours plugged	30	LM		
E	45 x 38mm architrave	60	LM		
F	25mm diameter quadrant	60	LM		
G	25mm diameter glass timber beading	52	LM		
H	5mm thick clear sheet glass fanlight onto doors	11	SM		
	<u>Emergency Exit Door</u>				
J	Supply and fix approved galvanized steel louvered door overall size 900 x 2100 mm high complete with high security multi-point lock & ironmongery to Architect's detail	2	NO		
	<u>Ironmongery</u>				
	<u>Supply and fix the following ironmongery from 'UNION' or other equal and approved</u>				
K	Overhead door closer as union No. 7724 H GLD	6	NO.		
L	5- lever mortice lock with scroll brass handles	6	NO.		
M	100mm pressed brass butt hinges	9	PRS		
N	Oval brass door stopper including plugging onto concrete with screws NO. DS 01 PB	6	NO.		
P	25 x 16mm mild steel door cramps 250mm long once bent one end drilled and screwed to wood	36	NO.		
Q	Vacant/Engaged satin steel indicator bolts No. 8094 SS	10	NO.		
R	Double cylinder mortice dead lock	3	NO		
S	830 x 200 x 2mm Thick aluminium kick plate	6	NO		
T	Aluminium push and pull handles	6	PRS		
U	150mm Long brass flush bolt	6	NO		
	<b>Total Doors Carried to Summary</b>				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b><u>WINDOWS &amp; BLINDS</u></b>				
	<u>Window Blinds</u>				
A	Supply and fix quality venetian vertical blinds average 2.5metres high; (measured horizontally); in approved colour and quality; complete with brass rail and operating gear to Approval	84	LM		
	<u>Glazing</u>				
B	5mm Thick clear sheet glass panes over 0.1 but not exceeding 0.5 square meters; fixing with putty	10	SM		
C	Ditto translucent glass panes 0.5 sm not exceeding 1.00 sm	10	SM		
<b>Total Window &amp; Blinds Carried to Summary</b>					

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b><u>FINISHES</u></b>				
	<u>Timber coping</u>				
A	60 x 25mm thick decorative MDF coping stained to Architect's approval	20	LM		
	<b><u>Floors Finishes</u></b>				
	<u>Beds or Backings</u>				
	<u>Screed; cement and sand (1:3)</u>				
B	100mm thick coat backings; wood floated to receive floor tiles (m/s) to concrete base; to floors level; internal	105	SM		
	<u>The contractor shall supply samples of all finishes for approval by the client before application</u>				
	<u>Tile, slab or block finishings</u>				
	<u>Approved granitto tiles; local regular or other approved pattern; bedding and jointing in cement sand (1:4) mortar; grouting with matching cement</u>				
C	10mm thick; butt joints both ways ; to cement base (m/s); to floors level; internal	105	SM		
D	100 mm thick skirting; straight junction with wall and floor finish.	53	LM		
	<u>Ceramic floor Tiles</u>				
E	600 x 600 x 10 mm ceramic tiles; approved colour bedded and jointed in cement grout to floors	40	SM		
F	100 x 10mm tile skirting ditto	44	LM		
G	1200 x 190 x 10mm High Pressure Laminate (HPL) T& G heavy duty boarding natural hardwood range; including approved foam and polythene sheet underlay; laid on screed (m/s); strictly in accordance with manufacture's instructions to:.	50	SM		
H	12 x 100mm high mahogany skirting	55	LM		
	<u>Fitted carpeting</u>				
	<u>15mm thick approved executive heavy duty carpet with and including blanket underlay and standard underfelt complete with fixing clips, metal grippers, approved adhesive; all fixed in accordance with the manufacturer's instructions</u>				
J	To floors; over 300mm wide; internal	105	SM		
	Total Carried to Collection				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b><u>INTERNAL WALL FINISHES</u></b>				
	<b><u>Internal Plaster</u></b>				
	<u>Cement and sand (1:3) plaster</u>				
A	12mm Thick to wall surfaces	135	SM		
	<u>Cement and sand (1:4) backing</u>				
B	15 mm thick to receive coloured glazed wall tiles	80	SM		
	<u>Coloured glazed ceramic wall tiles bedding and jointing in cement and sand (1:3) mortar and flush pointed with white cement:</u>				
C	6mm Thick tiles	40	SM		
D	10 x 100mm decorative border tile ditto	35	LM		
	<u>Skim walling, Prepare and apply three coats interior quality soft satin paint to:</u>				
E	Internal Walling	500	SM		
	<b><u>CEILING FINISHES</u></b>				
F	Matt finish ; suspended mineral fibreboards accoustic ceilings comprising of carriers, panels suspension hangers, flush jointing	50	SM		
G	Suspended gypsum ceiling in decorative moulds and bulkheads fixed on and including metal gridwork,to Arcitect's specifications)	50	SM		
H	100mm wide x 8mm thick moulded cornices to match ceiling	63	LM		
Total Carried to Collection					
<b><u>COLLECTION</u></b>					
B/f from BW/8					
B/d from Above					
Total Finishes Carried to Summary					

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b><u>FURNITURE FITTINGS</u></b>				
	<u>Ultra morden Counters &amp; Worktops (HDF boards and Granite tops)</u>				
A	Supply and assemble 3000 x 600 x 1250 mm high counters with granite tops in reception areas including partitions, frame, doors and shelving,iron mongery to Architect's drawing details provided and approval	1	NO		
B	Supply and assemble 600 x 450 x 900 mm high kitchen cabinet with partitions, frame, doors and shelving,iron mongery and including 4200 x 400 wide granite tops to Architect's drawing details provided and approval	1	NO		
C	High level shelving complete with doors and ironmongery	10	SM		
D	Approved Bar chairs to Architect's drawing detail and approval	3	NO		
E	Supply and fix mahogany wall panelling including all necessary framings	9	SM		
F	Supply and fix approved prime grade wooden studs size 200 x 50 mm thick layed at 45 degrees including all necessary base timber anchorage and accessories to Architect's drawing details provided	10	SM		
G	Supply and fix heavy duty SS wall hook to Architect's Approval	20	NO.		
H	Supply and fix coloured perspex signage in 'UFAA' Logo to match existing and to Architect's Approval	1	NO.		
	<b>Total Furniture Fittings Carried to Summary</b>				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b><u>PAINTING &amp; DECORATION</u></b>				
	<u>Prepare and apply one coat aluminium primer before fixing: to backing of wood</u>				
A	Surfaces over 100mm but not exceeding 200mm girth	90	LM		
B	Surfaces over 200 but not exceeding 300mm	30	LM		
	<u>Prepare, knot , prime and apply three coats 2 PAC polyurethane varnish to :-</u>				
C	General timber surfaces	37.5	SM		
D	Surfaces over 100 but not exceeding 200mm	172	LM		
E	Surfaces over 200 but not exceeding 300mm	60	LM		
	<u>Sand, stain, prepare and apply three coats clear polyurathane varnish to timber surfaces of window boards</u>				
F	Ditto 200-300mm girth	50	LM		
	<u>Prepare and apply one undercoat and two coats silk vinyl paint</u>				
G	Gypsum partitions surfaces	168	SM		
	<u>Prepare and apply three coats first grade plastic emulsion paint to:</u>				
H	Plastered walls	162	SM		
	<u>Prepare and apply two coats of premium quality vinyl matt paint to :-</u>				
J	Surfaces of gypsum ceiling	50	SM		
K	Prepare and apply two coats of gloss oil paint onto metallic surfaces of windows	165	SM		
L	Prepare and apply three coats of textured paint onto plastered wall surfaces to Architect's specifications	100	SM		
	<b>Total Painting &amp; Decoration Carried to Summary</b>				

UFAA OFFICE FIT OUT WORKS-Builder's Work

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b><u>BUILDER'S WORK IN CONNECTION TO SERVICES</u></b>				
	<u>In connection to Mechanical works</u>				
	<u>Builder's work in connection with plumbing and fire fighting installation [All Provisional]</u>				
	Chasing and making good for small pipe in: -				
A	Concrete beds and slabs	50	LM		
B	Concrete block walls	65	LM		
	Holes for small pipe through; -				
	Concrete block walls, thickness				
C	- 150 mm	35	No.		
	Holes and pipe sleeves for large pipe through: -				
	Reinforced concrete wall or beam, thickness				
D	- 200 mm	30	No.		
	<u>In connection to Electrical Works</u>				
	<u>Cut for and attend in all trades on the Sub-Contractor installing the following points in a mainly concealed system, including chases, holes and recesses, notching timber, etc, and making good all finishes</u>				
E	Lighting points with associated switches	50	No.		
F	Socket outlet points	50	No.		
G	Fire alarm points	1	No.		
<b>Total Builder's Work In Relation to Services Carried to Summary</b>					-

UFAA OFFICE FIT OUT WORKS-Builder's Work

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b><u>SUMMARY</u></b>		<b><u>Page No.</u></b>		
1	Downtakings B/F from		BW/2		
2	Walling B/F from		BW/3		
3	Partitions B/F from		BW/5		
4	Doors B/F from		BW/6		
5	Window Blinds B/F from		BW/7		
6	Finishes B/F from		BW/9		
7	Furniture Fittings B/F from		BW/10		
8	Painting & Decoration B/F from		BW/11		
9	Builder's Work In relation to Services		BW/12		
	<b>Total Builder's Works Carried to Grand Summary</b>				

**PROPOSED OFFICE FIT-OUT FOR THE UNCLAIMED FINANCIAL ASSETS  
AUTHORITY AT PACIS CENTRE BUILDING, WESTLANDS-NAIROBI**

**W.P. ITEM NO. D107 NB/NB/2002 JOB NO. 10894A**

**VOLUME 2**

**SPECIFICATIONS AND BILLS OF QUANTITIES**

**FOR**

**SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING**

**OF**

**AIR CONDITIONING REFURBISHMENT, FIRE  
FIGHTING EQUIPMENT, SANITARY FITTINGS,  
INTERNAL PLUMBING & DRAINAGE WORKS**

TABLE OF CONTENTS

CONTENTS	PAGE
CONTENTS PAGE.....	(i)
SPECIAL NOTES.....	(ii)
SECTION B: GENERAL MECHANICAL SPECIFICATIONS ...	B-1 to B-4
SECTION C: PARTICULAR SPECIFICATIONS FOR AIR CONDITIONING AND MECHANICAL VENTILATION REFURBISHMENT.....	C-1
SECTION D. PARTICULAR SPECIFICATIONS FOR PORTABLE FIRE EXTINGUISHERS, INTERNAL PLUMBING AND DRAINAGE.....	D-1 to D-12
SECTION E: BILL OF QUANTITIES AND SCHEDULE OF UNIT RATES ...	E-1 to E-15
SECTION F: TECHNICAL SCHEDULE OF ITEMS TO BE SUPPLIED.....	F-1 to F-2
SECTION G: DRAWING SCHEDULE.....	G-1
SECTION H: STANDARD FORMS.....	H-5 to H-13

### **SPECIAL NOTES**

1. These notes shall form part of the Instructions to Tenderers and Conditions of Contract.
2. The tenderer is required to check the number of pages in this document and should he find any missing, or in duplicate, or indistinct he should inform the Chief Engineer Mechanical (BS), State Department of Public Works, Ministry of Transport, Infrastructure, Public Works, Housing and Urban Development.
3. Should the tenderer be in any doubt about the precise meaning of any item or figure, for any reason whatsoever, he must inform the Chief Engineer Mechanical (BS), State Department of Public Works, Ministry of Transport, Infrastructure, Housing and Urban Development, in order that the correct meaning may be decided before the date of submission of tender.
4. No liability will be admitted nor claim allowed, in respect of errors in the tender due to mistakes in the specification, which should have been rectified in the manner, described above.
5. All tenderers must make a declaration that they have not and will not make any payment to any person which can be perceived as an inducement to enable them to win this tender.
6. Any tenderer whose firm uses the titles “Engineer” and “Engineers” must produce evidence of registration of at least one of the directors by the Engineers Registration Board of Kenya to avoid disqualification.

## **MECHANICAL INSTALLATION WORKS**

### **NOTE:**

**These Mechanical Works are specialized works and MUST be undertaken by a Contractor qualified and registered to undertake them. The Contractor MUST provide evidence of qualification by attaching Certificates and any other relevant documents such as list of relevant projects on-going or completed in the last 5 years.**

## SECTION B

### GENERAL MECHANICAL SPECIFICATION

<u>CLAUSE</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
2.01	GENERAL	B-1
2.02	QUALITY OF MATERIALS	B-1
2.03	REGULATIONS AND STANDARDS	B-1
2.04	ELECTRICAL REQUIREMENTS	B-2
2.05	TRANSPORT AND STORAGE	B-2
2.06	SITE SUPERVISION	B-3
2.07	INSTALLATION	B-3
2.08	TESTING	B-4
2.09	COLOUR CODING	B-4
2.10	WELDING	B-4

## SECTION B

### GENERAL MECHANICAL SPECIFICATION

2.01 **General**

This section specifies the general requirement for plant, equipment and materials forming part of the Sub-contract Works and shall apply except where specifically stated elsewhere in the Specification or on the Contract Drawings.

2.02 **Quality of Materials**

All plant, equipment and materials supplied as part of the Sub-contract Works shall be new and of first-class commercial quality, shall be free from defects and imperfections and where indicated shall be of grades and classifications designated herein.

All products or materials not manufactured by the Sub-contractor shall be products of reputable manufacturers and so far as the provisions of the Specification is concerned shall be as if they had been manufactured by the Sub-contractor.

Materials and apparatus required for the complete installation as called for by the Specification and Contract Drawings shall be supplied by the Sub-contractor unless mention is made otherwise.

Materials and apparatus supplied by others for installation and connection by the Sub-contractor shall be carefully examined on receipt. Should any defects be noted, the Sub-contractor shall immediately notify the Engineer.

Defective equipment or that damaged in the course of installation or tests shall be replaced as required to the approval of the Engineer.

2.03 **Regulations and Standards**

The Sub-contract Works shall comply with the current editions of the following:

- a) The Kenya Government Regulations.
- b) The United Kingdom Institution of Electrical Engineers (IEE) Regulations for the Electrical Equipment of Buildings.
- c) The United Kingdom Chartered Institute of Building Services Engineers (CIBSE) Guides.
- d) British Standard and Codes of Practice as published by the British Standards Institution (BSI)
- e) The Local Council By-laws.
- f) The Electricity Supply Authority By-laws.
- g) Local Authority By-laws.
- h) The Kenya Building Code Regulations.
- i) The Kenya Bureau of Standards

2.04 **Electrical Requirements**

Plant and equipment supplied under this Sub-contract shall be complete with all necessary motor starters, control boards, and other control apparatus. Where control panels incorporating several starters are supplied they shall be complete with a main isolator.

The supply power up to and including local isolators shall be provided and installed by the Electrical Sub-contractor. All other wiring and connections to equipment shall form part of this Sub-contract and be the responsibility of the Sub-contractor.

The Sub-contractor shall supply three copies of all schematic, cabling and wiring diagrams for the Engineer's approval.

The starting current of all electric motors and equipment shall not exceed the maximum permissible starting currents described in the Kenya Power and Lighting Company (KPLC) By-laws.

All electrical plant and equipment supplied by the Sub-contractor shall be rated for the supply voltage and frequency obtained in Kenya, that is 415 Volts, 50Hz, 3-Phase or 240Volts, 50Hz, 1-phase.

Any equipment that is not rated for the above voltages and frequencies shall be rejected by the Engineer.

2.05 **Transport and Storage**

All plant and equipment shall, during transportation be suitably packed, crated and protected to minimize the possibility of damage and to prevent corrosion or other deterioration.

On arrival at site all plant and equipment shall be examined and any damage to parts and protective priming coats made good before storage or installation.

Adequate measures shall be taken by the Sub-contractor to ensure that plant and equipment do not suffer any deterioration during storage.

Prior to installation all piping and equipment shall be thoroughly cleaned.

If, in the opinion of the Engineer any equipment has deteriorated or been damaged to such an extent that it is not suitable for installation, the Sub-contractor shall replace this equipment at his own cost.

2.06 **Site Supervision**

The Sub-contractor shall ensure that there is an English-speaking supervisor on the site at all times during normal working hours.

2.07 **Installation**

Installation of all special plant and equipment shall be carried out by the Sub-contractor under adequate supervision from skilled staff provided by the plant and equipment manufacturer or his appointed agent in accordance with the best standards of modern practice and to the relevant regulations and standards described under Clause 2.03 of this Section

2.08 **Testing**

2.08.1 **General**

The Sub-contractor's attention is drawn to Part 'C' Clause 1.38 of the "Preliminaries and General Conditions".

2.08.2 **Material Tests**

All material for plant and equipment to be installed under this Sub-contract shall be tested, unless otherwise directed, in accordance with the relevant B.S Specification concerned.

For materials where no B.S. Specification exists, tests are to be made in accordance with the best modern commercial methods to the approval of the Engineer, having regard to the particular type of the materials concerned.

The Sub-contractor shall prepare specimens and performance tests and analyses to demonstrate conformance of the various materials with the applicable standards.

If stock material, which has not been specially manufactured for the plant and equipment specified is used, then the Sub-contractor shall submit satisfactory evidence to the Engineer that such materials conform to the requirements stated herein in which case tests of material may be partially or completely waived.

Certified mill test reports of plates, piping and other materials shall be deemed acceptable.

2.08.3 **Manufactured Plant and Equipment – Work Tests**

The rights of the Engineer relating to the inspection, examination and testing of plant and equipment during manufacture shall be applicable to the Insurance Companies or Inspection Authorities so nominated by the Engineer.

The Sub-contractor shall give two weeks' notice to the Engineer of the manufacturer's intention to carry out such tests and inspections.

The Engineer or his representative shall be entitled to witness such tests and inspections. The cost of such tests and inspections shall be borne by the Sub-contractor.

Six copies of all test and inspection certificates and performance graphs shall be submitted to the Engineer for his approval as soon as possible after the completion of such tests and inspections.

Plant and equipment which is shipped before the relevant test certificate has been approved by the Engineer shall be shipped at the Sub-contractor's own risk and should the test and inspection certificates not be approved; new tests may be ordered by the Engineer at the Sub-contractor's expense.

2.08.4 **Pressure Testing**

All pipework installations shall be pressure tested in accordance with the requirements of the various sections of this Specification. The installations may be tested in sections to suit the progress of the works but all tests must be carried out before the work is buried or concealed behind building finishes. All tests must be witnessed by the Engineer or his representative and the Sub-contractor shall give 48 hours' notice to the Engineer of his intention to carry out such tests.

Any pipework that is buried or concealed before witnessed pressure tests have been carried out shall be exposed at the expense of the Sub-contractor and the specified tests shall then be applied.

The Sub-contractor shall prepare test certificates for signature by the Engineer and shall keep a progressive and up-to-date record of the section of the work that has been tested.

2.09 **Colour Coding**

Unless stated otherwise in the Particular Specification all pipework shall be colour coded in accordance with the latest edition of B.S 1710 and to the approval of the Engineer or Architect.

2.10 **Welding**

2.10.1 **Preparation**

Joints to be made by welding shall be accurately cut to size with edges sheared, flame cut or machined to suit the required type of joint. The prepared surface shall be free from all visible defects such as lamination, surface imperfection due to shearing or flame cutting operation, etc., and shall be free from rust scale, grease and other foreign matter.

2.10.2 **Method**

All welding shall be carried out by the electric arc processing using covered electrodes in accordance with B.S. 639.

Gas welding may be employed in certain circumstances provided that prior approval is obtained from the Engineer.

2.10.3 **Welding Code and Construction**

All welded joints shall be carried out in accordance with the following Specifications:

a) **Pipe Welding**

All pipe welds shall be carried out in accordance with the requirements of B.S.806.

b) **General Welding**

All welding of mild steel components other than pipework shall comply with the general requirements of B.S. 1856.

2.10.4 **Welders Qualifications**

Any welder employed on this Sub-contractor shall have passed the trade tests as laid down by the Government of Kenya.

The Engineer may require to see the appropriate certificate obtained by any welder and should it be proved that the welder does not have the necessary qualifications the Engineer may instruct the Sub- contractor to replace him by a qualified welder.

## SECTION C

### **PARTICULAR SPECIFICATIONS FOR AIR-CONDITIONING AND MECHANICAL VENTILATION REFURBISHMENT.**

#### **Air Conditioning System.**

The Contractor shall undertake:

The Contractor will inspect and service the equipment during the term hereof and carry out but not limited to the following operations:

- i) Examine and Clean the outdoor unit.
- ii) Examine and Clean the Indoor units.
- iii) Check refrigerant pressure and recharge (refrigerant top-up) for the air conditioning system.
- iv) Check condensate drain for free flow and drainage.
- v) Inspect and rectify all refrigerant pipes for leaks and clearance.
- vi) Inspect and rectify all flexible ductwork connections for leaks and clearance.
- vii) Replace air filter for the ceiling cassettes units.
- viii) Replace air filter for the indoor Fan Coil Units.

#### **Mechanical Ventilation system(Fresh Air Supply).**

The Contractor shall under take the following operations.

##### **1. Fan**

- i. Inspect for proper operation, balance, and cleanliness. Check fan wheels for alignment and freedom of rotation. Check fan blades for cleanliness and for damage. Adjust and clean when necessary.
- ii. Tighten bolts and nuts around duct connections, fan housings, and floor or equipment connections.
- iii. Lubricate fan bearings.

##### **2. Ducts**

- i. Inspect ducts for deformation, for leakage losses, and for presence of foreign matter in the interior. Repair and clean when necessary.

##### **3. Filters**

- i. Inspect filters for cleanliness. Clean or replace when necessary.

##### **4. V-Belts**

- i. Inspect V-belts for breaks, for evidence of wear, and for proper tension. Replace damaged belts.
- ii. Check pulleys for proper alignment and for cleanliness. Adjust and clean when necessary.

Check for general performance of the system.

Check for proper Air flow in the system.

## **PART D:**

### **PARTICULAR SPECIFICATIONS FOR PORTABLE FIRE EXTINGUISHER**

#### **a. INTRODUCTION**

The particular specification details the requirements for the supply and installation and commissioning of the Portable Fire Extinguishers.

The contractor shall include for all appurtenances and appliances not necessarily called for in this specification or shown on the designs but which are necessary for the completion and satisfactory functioning of the works.

If in the opinion of the Sub-contractor there is a difference between the requirements of the Specifications and the designs, he shall clarify these differences with the Engineer before tendering.

#### **b. WATER/CO<sub>2</sub> EXTINGUISHERS**

These shall be 9-litre water filled CO<sub>2</sub> cartridge operated portable fire extinguishers and shall comply with B.S. 401 or B.S. 1288.or KSISO7165:1999 and to the requirements of B.S.1004. Unless manufactured with stainless steel, bodies shall have all internal surfaces completely coated with either a lead tin, lead alloy or zinc applied by hot dipping. There shall be no visibly uncoated areas.

The extinguishers shall be clearly marked with the following:

- a )Method of operation.
- b) The words 'WATER TYPE' (GAS PRESSURE) in prominent letters.
- c) Name and address of the manufacturer or responsible vendor.
- d) The nominal charge of the liquid in imperial gallons and litres.
- e) The liquid level to which the extinguisher is to be charged.
- f) The year of manufacture.
- g) A declaration to the effect that the extinguisher has been tested to a pressure of 24.1 bar (350 p.s.i.).
- h) The number of British Standard 'B.S' 1004 or B.S. 1449.

**c. PORTABLE CARBON DIOXIDE FIRE EXTINGUISHERS**

These shall be portable carbon dioxide fire extinguishers and shall comply with B.S. 1004.or KSISO7165:1999

The body of extinguisher shall be a seamless steel cylinder manufactured to one of the following British Standards; B.S. 401 or B.S. 1288.( EN3:1996)

The filling ratio shall comply with B.S. 5355 with valves fittings for compressed gas cylinders to B.S.341. Where a hose is fitted it shall be flexible and have a minimum working pressure of 206.85 bar (3000 p.s.i.). The hose is not to be under internal pressure until the extinguisher is operated.

The nozzle shall be manufactured of brass gunmetal, aluminium or stainless steel and may be fitted with a suitable valve for temporarily stopping the discharge if such means are not incorporated in the operating head.

The discharge horn shall be designed and constructed so as to direct the discharge and limit the entrainment of air. It shall be constructed of electrically non-conductive material.

The following markings shall be applied to the extinguishers:-

The words “Carbon Dioxide Fire Extinguisher” and to include the appropriate nominal gas content.

- a) Method of operation.
- b) The words “Re-charge immediately after use”.
- c) Instructions for periodic checking.
- d) The number of the British Standard B.S. 3326: 1960 or B.S. 5423.
- e) The manufacturers name or identification markings

**d. DRY CHEMICAL POWDER PORTABLE FIRE EXTINGUISHER**

The portable dry powder fire extinguishers shall comply with BS 1449 or KSISO7165:1999 and BS 1004. The body shall be constructed to steel not less than the requirements of BS 1449 or aluminium to BS 1470 : 1972( EN3: 1996) and shall be suitably protected against corrosion.

The dry powder charge shall be not-toxic and retain it s free flowing properties under normal storage conditions. Any pressurizing agent used as an expellant shall be in dry state; in particular compressed air.

The discharge tube and gas tube if either is fitted shall be made of steel, brass, copper or other not less suitable material. Where a hose is provided it shall not exceed 1,060mm and shall be acid and alkali resistant.

## D-2

Provision shall be made for securing the nozzle when not in use.

The extinguisher shall be clearly marked with the following information

- a) The word “Dry Powder Fire Extinguisher”
- b) Method of operation in prominent letters.
- c) The working pressure and the weight of the powder charge in Kilogramme.
- d) Manufacturer’s name or identification mark
- e) The words “RECHARGE AFTER USE” if rechargeable type.
- f) Instructions to regularly check the weight of the pressure container (gas Cartridge) or inspect the pressure indicator on stored pressure types when fitted, and remedy any loss indicated by either.
- g) The year of manufacture.
- h) The Pressure to which the extinguisher was tested.
- i) The number of this British Standard BS 3465 or BS 5423: 1977.
- j) When appropriate complete instructions for charging the extinguisher shall be clearly marked on the extinguisher or otherwise be supplied with the refill.

### e. AIR FOAM FIRE EXTINGUISHER

These shall be of 9 liters capacity complete with refills cartridges and wall fixing brackets and complying with B.S. EN 3/BS 1449 and BS 1004 with the following specifications: -

**Cylinder:** to B.S. 1449 or KSISO7165:1999

**Necking:** to be 76mm outside diameter steel EN 3A 23/4 X 8TPI female thread.

**Cap:** to be plastic moulding acetyl resin.

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

**Internal Finish:** to be polythene lining on phosphate coating

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

## D-3

**f. FIRE BLANKET**

The fire blanket shall be made from cloth woven with pre-asbestos yarn or any other fire proof material and to measure 1800 x 1210 mm and shall be fitted with special tapes folded so as to offer instantaneous single action to release blanket from storing jacket to BS 1721.

**g. SIGNAGE -FIRE EXIT SIGN**

Proceed and procure and install as below;

Print Fire Exit signs on the Perspex plate, 5mm thick, with white colour background as follows:-

1. Lettering **IN RED COLOUR** of not less than 50mm in height.
2. A pendant sign bearing words, **FIRE EXIT** and with a directional arrow

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

**4.08 SIGNAGE -FIRE INSTRUCTION NOTICE**

Print fire instruction on the Perspex plate, 5mm thick with White Colour Background measuring 510mm lengthx380mm width as follows;

**FIRE INSTRUCTION NOTICE**

In the event of fire;

- (1) Raise the alarm by actuating the nearest alarm system point, Sound Siren /gong or Shout **Fire**
- (2) Attack fire using the nearest available equipment
- (3) Call fire Brigade 222181 or Police 999 and inform your switchboard (PABX) Operator
- (4) Ensure that all personnel not involved in fire fighting evacuation to safety outside the building.
- (5) Close but **DO NOT LOCK** doors behind as you leave.
- (6) Evacuate the building using stairs or fire escapes do not use Lifts/escalators walk calmly. Avoid panic. Do not stop or return for personal belongings.
- (7) Assemble as per floor outside the building for roll call.

## **PARTICULAR SPECIFICATIONS FOR PLUMBING AND DRAINAGE.**

### **3.1 GENERAL**

This section specifies the general requirements for plant, equipment and materials forming part of the plumbing and drainage installations.

### **3.2 MATERIALS AND STANDARDS**

#### **3.2.1 Pipe work and Fittings**

Pipe work materials are to be used as follows:

##### **a) PP-R Pipe-work**

PP-R pipe-work upto 63mm bore shall be manufactured in accordance with the current British Standards i.e. DIN 8077 and DIN 8078 for PN 20 tubing, with metallic joints to DIN 8076, joints and fittings for tubings to DIN 16962. All threaded inserts in the fittings and joints shall be made of nickel brass OT58 and are turned from bars and manufactured in accordance with DVGW 534E.

Pipe joints shall be screwed and socketed and sufficient coupling unions shall be allowed so that fittings can be disconnected without cutting pipe. Running nipples long screws shall not be permitted unless exceptionally approved by the Engineer.

##### **b) Galvanized Steel Pipe work**

Galvanized steel pipe work up to 65mm nominal bore shall be manufactured in accordance with B.S. 1387 Medium Grade, with tapered pipe threads in accordance with B.S. 21. All fittings shall be malleable iron and manufactured in accordance with B.S. 143.

Pipe joints shall be screwed and socketed and sufficient coupling unions shall be allowed so that fittings can be disconnected without cutting the pipe. Running nipples and long screws shall not be permitted unless exceptionally approved by the Engineer.

Galvanized steel pipe work, 80mm nominal bore up to 150mm nominal bore shall be manufactured to comply in all respects with the specification for 65mm pipe, except that screwed and bolted flanges shall replace unions and couplings for the jointing of pipes to valves and other items of plant. All flanges shall comply with the requirements of B.S. 10 to the relevant classifications contained hereinafter under Section 'C' of the Specification.

Galvanizing shall be carried out in accordance with the requirements of B.S. 1387 and B.S. 143 respectively.

##### **c) Copper Tubing**

All copper tubing shall be manufactured in accordance with B.S. 2871 from C.160 'Phosphorous De-oxidized Non-Arsenical Copper' in accordance with B.S. 1172.

Pipe joints shall be made with soldered capillary fittings and connections to equipment shall be with compression fittings manufactured in accordance with B.S. 864.

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

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

**d) P.V.C. (Hard) Pressure Pipes and Fittings**

All P.V.C. pipes and fittings shall be manufactured in accordance with B.S. 3505: 1968.

**Jointing**

The method of jointing to be employed shall be that of solvent welding, using the pipe and manufacturer's approved cement. Seal ring joint shall be introduced where it is necessary to accommodate thermal expansion.

**Testing**

Pipelines shall be tested in sections under an internal water pressure normally one and a half times the maximum allowable working pressure of the class of pipe used. Testing shall be carried out as soon as practical after laying and when the pipeline is adequately anchored. Precautions shall be taken to eliminate all air from the test section and to fill the pipe slowly to avoid risk of damage due to surge.

**e) A.B.S. Waste System**

Where indicated on the Drawings and Schedules, the Sub-contractor shall supply and fix A.B.S. waste pipes and fittings.

The pipes, traps and fittings shall be in accordance with the relevant British Standards, including B.S. 3943, and fixed generally in accordance with manufacturer's instructions and B.S. 5572: 1978.

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

Jointing of pipes shall be carried out by means of solvent welding. The manufacturer's recommended method of joint preparation and fixing shall be followed.

Standard brackets, as supplied for use with this system, shall be used wherever possible. Where the building structure renders this impracticable the Sub-contractor shall provide purpose made supports, centres of which shall not exceed one meter.

Expansion joints shall be provided as indicated. Supporting brackets and pipe clips shall be fixed on each side of these joints.

**f) PVC Soil System**

The Sub-contractor shall supply and fix PVC soil pipes and fittings as indicated on the Drawings and Schedules. Pipes and fittings shall be in accordance with relevant British Standards, including B.S. 4514 and fixed to the manufacturer's instructions and B.S. 5572.

The soil system shall incorporate synthetic rubber gaskets as provided by the manufacturer whose fixing instructions shall be strictly adhere to.

Connections to WC pans shall be effected by the use of a WC connector, gasket and cover, fixed to suit pan outlet.

Suitable supporting brackets and pipe clips shall be provided at maximum of one metre centres.

The Sub-contractor shall be responsible for the joint into the Gully Trap on Drain as indicated on the Drawings.

### 3.2.2 **Valves**

#### a) Draw-off Taps and Stop Valves (Up to 50mm Nominal Bore)

Draw-off taps and valves up to 50mm nominal bore, unless otherwise stated or specified for attachment or connection to sanitary fitment shall be manufactured in accordance with the requirements of B.S.1010.

#### a) Gate Valves

All gate valves 80mm nominal bore and above, other than those required for fitting to buried water mains shall be of cast iron construction, in accordance with the requirements of B.S. 3464. All gate valves required for fitting to buried water mains shall be of cast iron construction in accordance with the requirements of B.S.1218.

All gate valves up to and including 65mm nominal bore shall be of bronze construction in accordance with the requirements of B.S. 1952.

The pressure classification of all valves shall depend upon the pressure conditions pertaining to the site of works.

#### c) Globe Valves

All globe valves up to and including 65mm nominal bore shall be of bronze construction in accordance with the requirements of B.S.3061.

The pressure classification of all globe valves shall depend upon the pressure conditions pertaining to the site of works.

### 3.2.3 **Waste Fitment Traps**

#### a) Standard and Deep Seal P & S Traps

Where standard or deep seal traps are specified they shall be manufactured in suitable non-ferrous materials in accordance with the full requirements of B.S. 1184.

In certain circumstances, cast iron traps may be required for cast iron baths and in these instances bath traps shall be provided which are manufactured in accordance with the full requirements of B.S.1291.

b) Anti-Syphon Traps

Where anti-syphon traps are specified, these shall be similar or equal to the range of traps manufactured by Greenwood and Hughes Limited, Deacon Works Littlehampton, Sussex, England.

The trade name for traps manufactured by this company is 'Grevak'.

3.2.4 Pipe Supports

a) General

This sub-clause deals with pipe supports securing pipes to the structure of buildings for above ground application.

The variety and type of support shall be kept to a minimum and their design shall be such as to facilitate quick and secure fixings to metal, concrete, masonry or wood.

Consideration shall be given, when designing supports, to the maintenance of desired pipe falls and the restraining of pipe movements to a longitudinal axial direction only.

The Sub-contractor shall supply and install all steelwork forming part of the pipe support assemblies and shall be responsible for making good damage to builders work associated with the pipe support installation.

The Sub-contractor shall submit all his proposals for pipe supports to the Engineer for approval before any erection works commence.

b) PP-R Pipe-work

PP-R pipe-work upto 63mm bore shall be manufactured in accordance with the current British Standards i.e. DIN 8077 and DIN 8078 for PN 20 tubing, with metallic joints to DIN 8076, joints and fittings for tubings to DIN 16962. All threaded inserts in the fittings and joints shall be made of nickel brass OT58 and are turned from bars and manufactured in accordance with DVGW 534E.

Pipe joints shall be screwed and socketed and sufficient coupling unions shall be allowed so that fittings can be disconnected without cutting pipe. Running nipples long screws shall not be permitted unless exceptionally approved by the Engineer.

c) Steel and Copper Pipes and Tubes

Pipe runs shall be secured by clips connected to pipe ankers, wall brackets, or trapeze type supports. 'U' bolts shall not be used as a substitute for pipe clips without the prior approval of the Engineer.

An approximate guide to the maximum permissible supports spacing in metres for steel and copper pipe and tube is given in the following table for horizontal runs.

Size Nominal Bores	Copper Tube to B.S. 659	Steel Tube to B.S. 1387
15mm	1.25m	2.0m
20mm	2.0m	2.5m
25mm	2.0m	2.5m
32mm	2.5m	3.0m
40mm	2.5m	3.0m
50mm	2.5m	3.0m
65mm	3.0m	3.5m
80mm	3.0m	3.5m
100mm	3.0m	4.0m
125mm	3.0m	4.5m
150mm	3.5m	4.5m

The support spacing for vertical runs shall not exceed one and a half times the distances given for horizontal runs.

**d) Expansion Joints and Anchors**

Where practicable, cold pipework systems shall be arranged with sufficient bends and changes of direction to absorb pipe expansion providing that the pipe stresses are contained within the working limits prescribed in the relevant B.S. specification.

Where piping anchors are supplied, they shall be fixed to the main structure only. Details of all anchor design proposals shall be submitted to the Engineer for approval before erection commences.

The Sub-contractor when arranging his piping shall ensure that no expansion movements are transmitted directly to connections and flanges on pumps or other items of plant.

The Sub-contractor shall supply flexible joints to prevent vibrations and other movements being transmitted from pumps to piping systems or vice versa.

**3.2.5 Sanitary Appliances**

All sanitary appliances supplied and installed as part of the Sub-contract works shall comply with the general requirements of B.S. Code of Practice 305 and the particular requirements of the latest B.S. Specifications.

### 3.2.6 Pipe Sleeves

Main runs of pipework are to be fitted with sleeves where they pass through walls and floors. Generally the sleeves shall be of P.V.C. except where they pass through the structure, where they shall be mild steel. The sleeves shall have 6mm - 12mm clearance all around the pipe or for insulated pipework all around the installation. The sleeve will then be packed with slag wool or similar.

## 3.3 **INSTALLATION**

### 3.3.1 General

Installation of all pipework, valves, fittings and equipment shall be carried out under adequate supervision from skilled staff to the relevant codes and standards as specified herein. The Sub-contractor shall be responsible to the Main Contractor for ensuring that all builders work associated with his piping installation is carried out in a satisfactory manner to the approval of the Engineer.

### 3.3.2 Above Ground Installation

#### a) Water Services

Before any joint is made, the pipes shall be hung in their supports and adjusted to ensure that the joining faces are parallel and any falls which shall be required are achieved without springing the pipe.

Where falls are not shown on the Contract Drawings or stated elsewhere in the Specification, pipework shall be installed parallel to the lines of the buildings and as close to the walls, ceilings, columns, etc., as is practicable. All water systems shall be provided with sufficient drain points and automatic air vents to enable them to function correctly.

Valves and other user equipment shall be installed with adequate access for operation and maintenance. Where valves and other operational equipment are unavoidably installed beyond normal reach or in such position as to be difficult to reach from a small step ladder, extension spindles with floor or wall pedestals shall be provided.

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

Full allowances shall be made for the expansion and contraction of pipework, precautions being taken to ensure that any force produced by the pipe movements are not transmitted to valves, equipment or plant.

All screwed joints to piping and fittings shall be made with P.T.F.E. tape.

The test pressure shall be maintained by the pump for about one hour and if there is any leakage, it shall be measured by the quantity of water pumped into the main in that time. A general leakage of 4.5 litres per 25mm of diameter, per 1.6 kilometres per 24 hours per 30 metres head, may be considered reasonable but any visible individual leak shall be repaired.

#### b) Sanitary Services

Soil, waste and vent pipe system shall be installed in accordance with the best standard of modern practice as described in B.S. 5572 to the approval of the Engineer.

The Sub-contractor shall be responsible for ensuring that all ground waste fittings are discharged to a gully trap before passing to the sewer via a manhole.

The Sub-contractor shall provide all necessary rodding and inspection facilities within the draining system in positions where easy accessibility is available. Where a branch requires rodding facilities in a position to which normal access is unobtainable, then that branch shall be extended so as to provide a suitable purpose made rodding eye in the nearest adjacent wall or floor to which easy access is available.

The vent stacks shall terminate above roof level and where stack passes through roof, a weather skirt shall be provided. The Sub-contractor shall be responsible for sealing the roof after installation of the stacks.

The open end of each stack shall be fitted with a plastic coated or galvanised steel wire guard.

Access for rodding and testing shall be provided at the foot of each stack.

c) Sanitary Appliances

All sanitary appliances associated with the Sub-contract works shall be installed in accordance with the best standard of modern practice as described in C.P. 305 to the approval of the Engineer.

### **3.4 TESTING AND INSPECTION**

#### **3.4.1 Site Tests – Pipework Systems**

a) Above Ground Internal Water Services Installation

All water service pipe system installed above ground shall be tested hydraulically for a period of one hour to not less than one and half times to design working pressure.

If preferred, the Sub-contractor may test the pipelines in sections. Any such section found to be satisfactory need not be the subject of a further test when system has been completed, unless specifically requested by the Engineer.

During the test, each branch and joint shall be examined carefully for leaks and any defects revealed shall be made good by the Sub-contractor and the section re-tested.

The Sub-contractor shall take all necessary precautions to prevent damage occurring to special valves and fittings during the tests. Any item damaged shall be repaired or replaced at the Sub-contractor's expenses.

e) Above Ground Soil Waste and Ventilation System

All soil, waste and ventilating pipe system forming part of the above ground installation, shall be given appropriate test procedures as described in B.S. 5572, 1972.

Smoke tests on above ground soil, waste and ventilating pipe system shall not be permitted. Pressure tests shall be carried out before any work which is to be concealed is finally enclosed.

In all respects, tests shall comply with the requirements of B.S. 5572.

### 3.4.2 **Site Test – Performance**

Following satisfactory pressure test on the pipework system operational tests shall be carried out in accordance with the relevant B. S. Code of practice on the systems as a whole to establish that special valves, gauges, control, fittings, equipment and plant are functioning correctly to the satisfaction of the Engineer.

All hot water pipework shall be installed with pre-formed fibre glass lagging to a thickness of 25mm where the pipe runs above a false ceiling or in areas where the ambient temperature is higher than normal with the result that pipe “sweating”, due to condensation will cause nuisance.

All lagged pipes which run in a visible position after erection shall be given a canvas cover and prepared for painting as follows:

- i) Apply a coating of suitable filler until the canvas weave disappears and allow to dry.
- ii) Apply two coats of an approved paint and finish in suitable gloss enamel to colors approved by the Engineer.

All lagging for cold and hot water pipes erected in crawl ways, ducts and above false ceiling which after erection are not visible from the corridors of rooms, shall be covered with a reinforced aluminium foil finish banded in colours to be approved by the Engineer.

In all respects, unless otherwise stated, the hot and cold water installation shall be carried out in accordance with the best standard of modern practice and described in C.P.342 and C.P.310 respectively to the approval of the Engineer.

The test pressure shall be applied by means of a manually operated test pump or, in the case of long main or mains of large diameter, by a power driven test pump which shall not be left unattended. In either case precautions shall be taken to ensure that the required pressure is not exceeded.

Pressure gauges should be recalibrated before the tests.

The Sub-contractor shall be deemed to have included in his price for all test pumps, and other equipment required under this specification.

The test pressure shall be one and a half times the maximum working pressure except where a pipe is manufactured from a material for which the relevant B.S. specification designates a maximum test pressure.

### 3.5 **STERILISATION OF COLD-WATER SYSTEM**

All water distribution system shall be thoroughly sterilised and flushed out after the completion of all tests and before being fully commissioned for handover.

The sterilisation procedures shall be carried out by the Sub-contractor in accordance with the requirements of B.S. Code of Practice 301, Clause 409 and to the approval of the Engineer.

**SECTION E**

**BILLS OF QUANTITIES  
AND  
SCHEDULE OF UNIT RATES**

**BILLS OF QUANTITIES AND SCHEDULE OF UNIT RATES**

**CONTENTS**

<u>CLAUSE No.</u>	<u>PAGE</u>
1. GENERAL NOTES TO TENDERERS.....	E-1
2. STATEMENT OF COMPLIANCE.....	E-2
3. BILLS OF QUANTITIES .....	E-3 – E-14
4. SCHEDULE OF UNIT RATES.....	E-15

## GENERAL NOTES TO TENDERERS

1. The Bills of Quantities form part of the contract documents and are to be read in conjunction with the contract drawings and general specifications of materials and works.
2. The prices quoted shall be deemed to include for all obligations under the sub-contract including but not limited to supply of materials, labour, delivery to site, storage on site, installation, testing, commissioning and all taxes (**including 16% VAT**).

In accordance with Government policy, the 3% Withholding Tax **shall be deducted** from all payments made to the Tenderer, and the same shall be forwarded to the **Kenya Revenue Authority (KRA)**.

- 3 All prices omitted from any item, section or part of the Bills of Quantities shall be deemed to have been included to another item, section or part thereof.
4. The brief description of the items given in the Bills of Quantities are for the purpose of establishing a standard to which the sub-contractor shall adhere. Otherwise alternative brands of **equal** and **approved** quality will be accepted.

Should the sub-contractor install any material not specified here in before receiving **written approval** from the Project Manager, the sub-contractor shall remove the material in question and, **at his own cost**, install the proper material.

5. The grand total of prices in the price summary page must be carried forward to the **Form of Tender for the tender to be deemed valid**.

**1. Statement of Compliance**

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

Signed: .....*for and on behalf of the Tenderer*

Date: .....

Official Rubber Stamp: .....

## **BILLS No. 1**

### **A) PRICING OF PRELIMINARIES ITEMS.**

Prices will be inserted against item of preliminaries in the sub-contractor's Bills of Quantities and specification. These Bills are designated as Bill 1 in this Section. Where the sub-contractor fails to insert his price in any item he shall be deemed to have made adequate provision for this on various items in the Bills of Quantities. The preliminaries form part of this contract and together with other Bills of Quantities covers for the costs involved in complying with all the requirements for the proper execution of the whole of the works in the contract.

The Bills of Quantities are divided generally into three sections: -

#### **Preliminaries – Bill 1**

Sub-contractors' preliminaries are as per those described in section C – sub-contractor preliminaries and conditions of contractor. The sub-contractor shall study the conditions and make provision to cover their cost in this Bill. The number of preliminary items to be priced by the Tenderer have been limited to tangible items such as site office, temporary works and others. However, the Tenderer is free to include and price any other items he deems necessary taking into consideration conditions he is likely to encounter on site.

#### **Installation Items – Other Bills**

The brief description of the items in these Bills of Quantities should in no way modify or supersede the detailed descriptions in the contract Drawings, conditions of contract and specifications.

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

#### **(c) Summary**

The summary contains tabulation of the separate parts of the Bills of Quantities carried forward with provisional sum, contingencies and any prime cost sums included. The sub-contractor shall insert his totals and enter his grand total tender sum in the space provided below the summary.

This grand total tender sum shall be entered in the Form of Tender provided elsewhere in this document

**SCHEDULE OF UNIT RATES**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>RATE (KSh.)</b>
1.	32 mm PVC drain pipe	Lm	
2.	25 mm PVC drain pipe	Lm	
3.	18 btu/hr (5.3 kw) High wall split Air Conditioner as LG	No.	
4.	18,000 btu/5.3 kw units ceiling Cassette Indoor Unit as LG	No.	
5.	12,000 btu/3.6 kw units ceiling Cassette Indoor Unit as LG	No.	
6.	6.1 kw Fan Coil Indoor Units as LG	No.	
7.	28.6mm diameter copper pipework and insulation	Lm.	
8.	25.4mm diameter -ditto	Lm.	
9.	22.2mm diameter-ditto	Lm.	
10.	19.1mm diameter -ditto-	Lm.	
11.	15.9mm diameter -ditto-	Lm.	
12.	12.7 mm diameter -ditto-	Lm.	
13.	9.53mm diameter -ditto-	Lm.	
14.	6.35mm diameter -ditto-	Lm.	
15.	Copper Y-branches complete with reducers and tees to connect indoor units from/to both gas and liquid main refrigerant pipe.	No.	
16.	28.6mm diameter copper pipe bend	No.	
17.	25.4mm diameter -ditto-	No.	
18.	22.2mm diameter-ditto	No.	
19.	19.1mm diameter-ditto	No.	
20.	15.9mm diameter -ditto	No.	
21.	12.7mm diameter -ditto	No.	
22.	Fan V-belts	No.	
23.	Air pre filter bank	No.	
24.	Hepa filter Bank	No.	
25.	C02/Water Fire Extinguisher -9KG	No.	
26.	Dry chemical powder extinguisher-9KG	No.	

**SECTION F:**

**TECHNICAL SCHEDULE OF ITEMS TO BE SUPPLIED**

**TECHNICAL SCHEDULE OF ITEMS TO BE SUPPLIED**

**CONTENTS**

<u>CLAUSE No.</u>	<u>PAGE</u>
1.GENERAL NOTES TO THE TENDERER.....	F-1
2.TECHNICAL SCHEDULE.....	F-2

## **TECHNICAL SCHEDULE**

### **General Notes to the Tenderer**

The tenderer shall submit technical schedules for all materials and equipment upon which he has based his tender sum.

The tenderer shall also submit separate comprehensive descriptive and performance details for all plant apparatus and fittings described in the technical schedules. Manufacturer's literature shall be accepted. Failure to comply with this may have his tender disqualified.

Completion of the technical schedule shall not relieve the Contractor from complying with the requirements of the specifications except as may be approved by the Engineer.

## TECHNICAL SCHEDULE

The tenderer must complete in full the technical schedule. Apart from the information required in the technical schedule, the tenderer **MUST SUBMIT** comprehensive manufacturer's technical brochures and performance details for all items listed in this schedule (fill forms attached).

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>MANUFACTURER</b>	<b>COUNTRY OF ORIGIN</b>	<b>REMARKS (Catalogue No. etc.)</b>
1.	Carbon dioxide fire extinguisher 2kg			
2.	Inbuilt Kitchen Hood			
3.	Air Conditioning Air Filter			
4.	Under sink kitchen Heater			
5.	Fire Blanket			
6.	First Aid Kit			
7.	ABC Dry Chemical Powder Fire Extinguisher-9kg			
8.	Kitchen Sink			

**The tenderer shall also submit separate comprehensive descriptive and performance details for all plant apparatus and fittings, as described in the technical schedule.**

**SECTION G:**

**DRAWING SCHEDULE**

**CONTENTS**

<u>CLAUSE No.</u>	<u>PAGE</u>
1. DRAWING SCHEDULE.....	G-1

**DRAWING SCHEDULE:**

**As shall be provided during project implementation.**

**SECTION H:**

**STANDARD FORMS**

**NOTE:**

**ALL FORMS IN THIS SECTION MUST BE FILLED AS THEY SHALL BE PART OF THE EVALUATION CRITERIA**

**STANDARD FORMS**

**CONTENTS**

<b><u>FORM</u></b>	<b><u>PAGE</u></b>
1. KEY PERSONNEL.....	H-5
2. CONTRACTS COMPLETED IN THE LAST FIVE (5) YEARS..	H-6
3. SCHEDULE OF ON-GOING PROJECTS.....	H-7
4. FINANCIAL REPORTS FOR THE LAST FIVE YEARS ....	H-8
5. EVIDENCE OF FINANCIAL RESOURCES.....	H-9
6. NAME OF THE BANKERS.....	H-10
7. DETAILS OF LITIGATIONS OR ARBITRATION PROCEEDINGS .....	H-11
8. SCHEDULE OF MAJOR ITEMS OF CONTRACTOR'S EQUIPMENT PROPOSED FOR CARRYING OUT THE WORKS.....	H-12
9. PRE-TENDER SITE VISIT FORM .....	H-13

**KEY PERSONNEL**

Qualifications and experience of key personnel proposed for administration and execution of the Contract.

<b>POSITION</b>	<b>NAME</b>	<b>YEARS OF EXPERIENCE (GENERAL)</b>	<b>YEARS OF EXPERIENCE IN PROPOSED POSITION</b>
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

I certify that the above information is correct.

.....  
Title

.....  
Signature

.....  
Date

**CONTRACTS COMPLETED IN THE LAST FIVE (5) YEARS**

Work performed on works of a similar nature and volume over the last five years.

<b><u>PROJECT NAME</u></b>	<b><u>NAME OF CLIENT</u></b>	<b><u>TYPE OF WORK AND YEAR OF COMPLETION</u></b>	<b><u>VALUE OF CONTRACT (Kshs.)</u></b>

I certify that the above works were successfully carried out and completed by ourselves.

.....  
Title

.....  
Signature

.....  
Date

**SCHEDULE OF ON-GOING PROJECTS**

Details of on-going or committed projects, including expected completion date.

<u>PROJECT NAME</u>	<u>NAME OF CLIENT</u>	<u>CONTRACT SUM</u>	<u>% COMPLETE</u>	<u>COMPLETION DATE</u>

I certify that the above works are currently being carried out by ourselves.

.....  
Title

.....  
Signature

.....  
Date

FINANCIAL REPORTS FOR THE LAST FIVE YEARS  
(Balance sheets, Profits and Loss Statements, Auditor's reports, etc.  
List below and attach copies)

1. \_\_\_\_\_.
2. \_\_\_\_\_.
3. \_\_\_\_\_.
4. \_\_\_\_\_.
5. \_\_\_\_\_.
6. \_\_\_\_\_.
7. \_\_\_\_\_.
8. \_\_\_\_\_.
9. \_\_\_\_\_.
10. \_\_\_\_\_.

**EVIDENCE OF FINANCIAL RESOURCES TO MEET QUALIFICATION REQUIREMENTS**  
(Cash in Hand, Lines of credit, e.t.c. List below and attach copies of supportive documents.)

1. \_\_\_\_\_.
2. \_\_\_\_\_.
3. \_\_\_\_\_.
4. \_\_\_\_\_.
5. \_\_\_\_\_.
6. \_\_\_\_\_.
7. \_\_\_\_\_.
8. \_\_\_\_\_.
9. \_\_\_\_\_.
10. \_\_\_\_\_.

**NAME, ADDRESS AND TELEPHONE, TELEX AND FACSIMILE OF BANKS  
(This should be for banks that may provide reference if contacted by the employer)**

<b>NAME</b>	<b>ADDRESS</b>	<b>TELEPHONE</b>	<b>TELEX</b>	<b>FACSIMILE</b>

DETAILS OF LITIGATIONS OR ARBITRATION PROCEEDINGS IN WHICH THE TENDERER IS INVOLVED AS ONE OF THE PARTIES

1. . \_\_\_\_\_ .
2. . \_\_\_\_\_ .
3. . \_\_\_\_\_ .
4. . \_\_\_\_\_ .
5. . \_\_\_\_\_ .
6. . \_\_\_\_\_ .
7. . \_\_\_\_\_ .
8. . \_\_\_\_\_ .
9. . \_\_\_\_\_ .
- 10 . \_\_\_\_\_ .

**SCHEDULE OF MAJOR ITEMS OF CONTRACTOR'S EQUIPMENT PROPOSED FOR CARRYING OUT THE WORKS**

<b>ITEM OF EQUIPMENT</b>	<b>DESCRIPTION, MAKE AND AGE (Years)</b>	<b>CONDITION (New, good, poor) and number available</b>	<b>OWNED, LEASED (From whom?), or to be purchased (From whom?)</b>

**PRE-TENDER SITE VISIT FORM.**

Name of the

Bidder.....

AREA	DETAILS	PLEASE TICK (✓) IF VISITED

This is to certify that the named bidder visited the station and has been shown all the areas as required in the tender document.

Client Rep. Name.....Signature: .....

Date: .....

Official Stamp

Contractors Rep: Name:..... Signature:.....

Date:.....

Official Stamp

**UFAA OFFICE PARTIONING.**

<b>AIR CONDITIONING SYSTEM- REFURBISHMENT</b>					
<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Rate (Kshs)</b>	<b>Amount (Kshs)</b>
	<p><b>VRF AIR CONDITIONING SYSTEM</b>                      Servicing the following air conditioning system comprising of the following:                      1no. outdoor units connected to 9No. indoor units. The Outdoor Units has a nominal cooling load of 44.8 Kw .The unit operates with R410A refrigerant. The indoor units have the following capacity:  <b>6No. Ceiling cassettes Indoor Units:</b>                      3No. 18,000 btu/5.3 kw units                      3No. 12,000 btu/3.6 kw units  <b>3No.Ducted unit of the following capacity:</b>                      6.1 kw Fan coil Indoor Units.</p>				
A	Examine and Clean the outdoor unit.	1	Item		
B	Examine and Clean the Indoor units.	1	Item		
C	Check refrigerant pressure and recharge (refrigerant top-up) for the above air conditioning system.	1	Item		
D	Check condensate drain for free flow and drainage.	1	Item		
E	Inspect and rectify all refrigerant pipes for leaks and clearance.	1	Item		
F	Inspect and rectify all flexible ductwork connections for leaks and clearance.	1	Item		
G	Replace air filter for the ceiling cassettes units.	6	No.		
H	Replace air filter for the indoor Fan coil Units.	3	No.		
I	Allow sum for relocation of 3no. 12,000btu/3.6 kw Indoor ceiling cassette units.	3	No.		
<b>Total carried forward to Collection Page</b>					

<b>SERVER ROOM - REFURBISHMENT</b>					
<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Rate (Kshs)</b>	<b>Amount (Kshs)</b>
	<b>SLIPT AIR CONDITIONING SYSTEM</b> Servicing the following air conditioning system comprising of the following: 2no. outdoor units connected to 2No. corresponding indoor units. The Outdoor Units has a nominal cooling load of 5.3 Kw .The units operates with R410A refrigerant. The indoor units have the following capacity: 2No. Highwal Indoor Units with following capacity: 18,000 btu/5.3 kw units				
A	Examine and Clean the outdoor units.	1	Item		
B	Examine and Clean the Indoor units.	1	Item		
C	Check refrigerant pressure and recharge (refrigerant top-up) for the above air conditioning system.	1	Item		
D	Check condensate drain for free flow and drainage.	1	Item		
E	Inspect and rectify all refrigerant pipes for leaks and clearance.	1	Item		
G	Replace air filter for the high wall indoor units.	2	No.		
I	Allow sum for relocation of the above 2no. 18,000btu/5.3 kw High Wall Indoor units.	2	No.		
<b>Total carried forward to Collection Page</b>					

**MECHANICAL VENTILATION - REFURBISHMENT**

<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Rate (Kshs.)</b>	<b>Amount Kshs.)</b>
	<b>Fresh Air Supply System.</b>				
1	Inspect for proper operation, balance, and cleanliness. Check fan wheels for alignment and freedom of rotation. Check fan blades for cleanliness and for damage. Adjust and clean when necessary.	1	Item		
2	Tighten bolts and nuts around duct connections, fan housings, and floor or equipment connections.	1	Item		
3	Lubricate fan bearings.	1	Item		
4	Inspect ducts for deformation, for leakage losses, and for presence of foreign matter in the interior. Repair and clean when necessary.	1	Item		
5	Inspect filters for cleanliness. Clean or replace when necessary.	1	Item		
6	Inspect V-belts for breaks, for evidence of wear, and for proper tension. Replace damaged belts.	1	Item		
7	Check pulleys for proper alignment and for cleanliness. Adjust and clean when necessary.	1	Item		
8	Check for general performance of the system.	1	Item		
9	Check for proper Air flow in the system.	1	Item		
10	Elimination of vibration	1	Item		
<b>Total carried forward to Collection Page</b>					

**AIR CONDITIONING AND MECHANICAL VENTILATION COLLECTION PAGE**

<b>Item</b>	<b>Description</b>	<b>Total</b>
1	Brought forward from Page -E-7	
2	Brought forward from Page -E-8	
3	Brought forward from Page -E-9	
<b>Total Carried forward to Main Summary Page</b>		

**UFAA OFFICE PARTIONING.**

<b>KITCHENNETE</b>					
<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Rate (Kshs)</b>	<b>Amount (Kshs)</b>
	Supply, deliver, install, testing and commissioning.				
	<b>Kitchen Sink</b>				
A	A Single bowl, double drainer stainless steel kitchen sink of size 1500 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 wall mounted chrome plated sink mixer tap with over-arm swivel spout as 'Ideal Standard' Ref.B2218AA with carina handles, heavy duty plastic bottle trap with 75mm deep seal and chain waste fitting.	1	No		
	<b>Undersink Heater</b>				
B	10 litres capacity undersink instantaneous water heater complete with 3.0kw electric heating element, externally adjustable capillary type thermostat, polyurethane form thermal No 1.insulation, corrosion-proof moulding outer casing, mountings, water and electrical connections. The heater shall be as Ariston or approved equivalent with power supply 3.0kw, 240/50Hz.	1	No		
	<b>Kitchen Extract Hood</b>				
C	900 x 500mm Built in kitchen extract hood of extraction capacity 350 m3/h complete with 2No. halogen lamps, 3 self-supporting aluminium anti-grease filter - washable in dishwashe with carbon filters, . To be as Ariston SL 19.1 P IX Built In Hood or equal and approved.	1	No		
	<b>Plumbing</b>				
D	PPR 25 mm supply pipe	8	LM		
E	25 mm bend	6	No		
F	25 mm union	4	No		
G	15 mm dia heavy duty flexible S.S steel protected tubing 300 mm long including unions and bent to connect the sanitary fittings to water supply tubing to approval.	2	No		
	<b>Drainage</b>				
H	40mm diameter waste pipe	8	LM		
I	40mm diameter short/long radius bend	6	No		
<b>Total carried forward to Collection Page</b>					

**UFAA OFFICE PARTIONING.**

**FIRE FIGHTING EQUIPMENT**

<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Rate (Kshs)</b>	<b>Amount (Kshs)</b>
	Supply, deliver, install, test and commission the following fire fighting equipment and conforming to BS EN 3 / BS 1449.				
	<b>Portable fire Extinguishers</b>				
	<b>Dry Powder Fire Extinguisher</b>				
A	9kg portable ABC Dry Powder Fire Extinguishers (34A 233B C) complying with B.S 3465 and B.S 5423 to include the appropriate nominal charge of gas and mounting brackets.	6	No		
	<b>Carbon Dioxide Gas Fire Extinguisher</b>				
B	2 Kg carbon dioxide gas portable fire extinguisher complete with pressure gauge, initial charge and mounting brackets.	3	No		
	<b>Fire Notices</b>				
C	Allow for fire signage for the above fire portable extinguishers.	12	No		
D	Allow fire exits and fire instructions as directed by the Engineer.	6	No		
	<b>Fire Blanket</b>				
E	Fire blanket made of cloth woven with pre-asbestos yarn or any other fire proof material and to measure 1800 x 1800 mm. It shall be fitted with special tapes folded so as to offer instantaneous single action to release blanket from storing jacket to BS 1721.	3	No.		
	<b>First Aid Kit</b>				
F	Occupational first aid kit comprising of 24 essential items with metallic box designed for offices conforming to KS2029:2007	3	No.		
	<b>Manual Alarm Bell</b>				
G	9" (225mm) manual operated alarm bell (Gong)	6	No.		
<b>Total carried forward to Collection Page</b>					

**KITCHENNETE AND FIRE FIGHTING EQUIPMENT COLLECTION PAGE**

<b>Item</b>	<b>Description</b>	<b>Total</b>
1	Brought forward from Page -E-11	
2	Brought forward from Page -E-12	
<b>Total Carried forward to Main Summary Page</b>		

<b>STATIONERY</b>					
<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Rate (Kshs)</b>	<b>Amount (Kshs)</b>
A	Hp Laser Jet CF259A toner Cartridge	No	5		
B	Photocopy paper, size A4, 80g/cm <sup>3</sup> , White, 500 sheets	Ream	15		
C	Letter head quality paper, size A4, 80g/cm <sup>3</sup> , Green, 500 sheets	Ream	10		
D	Kyocera Printer Cartridge 9X1B378 - TK 8735K	No	4		
<b>Total carried forward to Collection Page</b>					

**COLLECTION PAGE**

<b>Item</b>	<b>Description</b>	<b>Total</b>
1	Brought forward from Page -E-13	
<b>Total Carried forward to Main Summary Page</b>		

**MAIN SUMMARY PAGE**

<b>Item</b>	<b>Description</b>	<b>Total</b>
1	Brought forward from Preliminaries Collection Page -E-6	
2	Brought forward from Air Conditioning and Mechanical Ventilation Refurbishment Collection Page- E-10	
3	Brought forward from Kitchennete And Fire Fighting Equipment Collection Page -E-12	
4	Brought forward from Stationery Collection Page-E-13	
5	Allow sum for Contingency to be used at the discretion of the Project Engineer.	<b>150,000.00</b>
<b>Total Carried forward to Main Grand Summary Page (Vol.1)</b>		

Amount in words.....  
 .....  
 .....  
 .....

Period of Execution of the works.....  
 .....  
 .....

Tenderer's Name and Stamp  
 .....  
 .....

Signature .....

Tenderer's P.I.N No .....

VAT Certificate No.....

Witness. ....

Address.....

Tenderer's Signature.....

Date.....

**VOLUME 3**  
**PROPOSED OFFICE FITOUT WORKS FOR UNCLAIMED FINANCIAL ASSETS**  
**AUTHORITY AT PACIS CENTRE, WESTLANDS- NAIROBI**

**ELECTRICAL, STRUCTURED CABLING AND AUDIO VISUAL INSTALLATION**  
**WORKS**

**W.P. ITEM NO. D107/NB/NB/2002 JOB NO. 10894A**

*TENDER SPECIFICATIONS AND BILLS OF QUANTITIES FOR SUPPLY, INSTALLATION,*  
*TESTING AND COMMISSIONING OF ELECTRICAL AND STRUCTURED CABLING*  
*INSTALLATION WORKS*

**TABLE OF CONTENTS**

<b><u>TITLE</u></b>	<b><u>PAGE</u></b>
<b>Contents</b> .....	(i)
<b>SECTION B: General Specifications of Materials and Works</b> .....	B/1-B/3
<b>SECTION C: Schedule of Contract Drawings</b> .....	C/1
<b>SECTION D: Particular Specifications of Materials and Works</b> .....	D/1-D/27
<b>SECTION E: Schedule of Unit Rates</b> .....	E/1-E/3
<b>SECTION F: Bills of Quantities</b> .....	F/1-F/10
<b>SECTION G: Technical Schedule of Items to be supplied</b> .....	G/1-G/2
<b>SECTION H: Standard Forms</b> .....	H/1-H/5

**SECTION B**

**GENERAL SPECIFICATIONS**

**OF**

**MATERIALS AND WORKS**

## **GENERAL SPECIFICATIONS OF MATERIALS AND WORKS**

1. General
2. Standard of Materials
3. Workmanship
4. Procurement of Materials
5. Record Drawings
6. Regulations and Standards
7. Setting out Works
8. Testing on Site

## **1. GENERAL**

1.1. This specification is to be read in conjunction with any other information herein issued with it. Bills of quantities and schedule of unit rates shall be the basis of all additions and omissions during the progress of the works.

## **2. STANDARD OF MATERIALS**

2.1. Where the material and equipment are specifically described and named in the Specification followed by approved equal, they are so named or described for the purpose of establishing a standard to which the contractor shall adhere.

2.2. Should the contractor install any material not specified herein before receiving approval from the proper authorities, the Engineer shall direct the contractor to remove the material in question immediately. The fact that this material has been installed shall have no bearing or influence on the decision by the Engineer.

2.3. All materials condemned by the Engineer as not approved for use, are to be removed from the premises and suitable materials delivered and installed in their place at the expense of the Contractor. All materials required for the works shall be from branded manufacturers, and shall be new and the best of the respective kind and shall be of a uniform pattern.

## **3. WORKMANSHIP**

3.1. The workmanship and method of installation shall conform to the best standard practice. All work shall be performed by a skilled tradesman and to the satisfaction of the Engineer. Helpers shall have qualified supervision.

3.2. Any work that does not in the opinion of the Engineer conform to the best standard practice will be removed and reinstated at the contractor's expense.

3.3. Permits, Certificates or Licences must be held by all tradesmen for the type of work; in which they are involved where such permits, certificates or licences exist under Government legislation.

## **4. PROCUREMENT OF MATERIALS**

4.1. The contractor is advised that no assistance can be given in the procurement or allotment of any materials or products to be used in and necessary for the construction and completion of the work.

4.2. Contractors are warned that they must make their own arrangements for the supply of materials and/or products specified or required.

## **5. RECORD DRAWINGS**

- 5.1. These diagrams and drawings shall show the completed installation including sizes, runs and arrangements of the installation. The drawings shall be to scale not less than 1:50 and shall include plan views and section.
- 5.2. The drawings shall include all the details which may be useful in the operation, maintenance or subsequent modifications or extensions to the installation.
- 5.3. Three sets of diagrams and drawings shall be provided, all to the approval of the Engineer.
- 5.4. One coloured set of line diagrams relating to operating and maintenance instructions shall be framed and, mounted in a suitable location.

## **6. REGULATIONS AND STANDARDS**

- 6.1. All work executed by the contractor shall comply with the current edition of the “Regulations” for the Electrical Equipment of Buildings, issued by the Institution of Electrical Engineers, Electric Power Act, Kenya Bureau of Standards (KeBS), Institution of Electrical Engineers (I.E.E) Wiring Regulations, Current recommendation of CCITT and CCIR, and with the Regulations of the Local Electricity Authority and the Communications Authority of Kenya (CAK)
- 6.2. Where the sets of regulations appear to conflict, they shall be clarified with the Engineer.

## **7. SETTING OUT WORK**

- 7.1. The contractor, at his own expenses, is to set out works and take all measurements and dimensions required for the erection of his materials on site; making any modifications in details as may be found necessary during the progress of the works, submitting any such modifications or alterations in detail to the Engineer before proceeding and must allow in his tender for all such modifications and for the provision of any such sketches or drawings related thereto.

## **8. TESTING ON SITE**

- 8.1. The contractor shall conduct during and at the completion of the installation and, if required, again at the expiration of the maintenance period, tests in accordance with the relevant section of the current edition of the Regulations for the electrical equipment of buildings issued by the I.E.E of Great Britain, the Government Electrical Specifications No. 1 and No.2, Electric Supply Company’s By-Laws, Communications Authority of Kenya (CAK) requirements or any other supplementary Regulations as may be produced by the engineer.
- 8.2. Any faults, defects or omissions or faulty workmanship, incorrectly positioned or installed parts of the installation shall be rectified by the contractor at his own expense.

**SECTION C**

**SCHEDULE OF CONTRACT DRAWINGS**

**SCHEDULE OF CONTRACT DRAWINGS**

<b>DRAWING NO.</b>	<b>DRAWING TITLE</b>
<b>As shall be issued by the Engineer</b>	

**NOTE:**

The drawings shall however be availed, on award of the tender, to the sub-contractor.

**SECTION D**  
**PARTICULAR AND TECHNICAL SPECIFICATIONS**  
**OF**  
**MATERIALS AND WORKS**

**PARTICULAR AND TECHNICAL SPECIFICATIONS OF MATERIALS AND WORKS FOR  
STRUCTURED CABLING WORKS**

**TELECOMMUNICATIONS DISTRIBUTION SYSTEM – STRUCTURED CABLING**

**PART 1/1**

**A. GENERAL TECHNICAL SPECIFICATIONS**

- a. Section Includes: Equipment, materials, labor, and services to provide telephone and data distribution system including but not limited to:
1. Telephone and data cabling terminations
  2. Optical fiber and terminations
  3. Data/voice outlets
  4. Terminal blocks/cross-connect systems
  5. Equipment racks and cabinets
  6. System testing
  7. Documentation and submissions
  8. Core switch, edge switches
- b. Provide all equipment, materials, labor, and services, not specifically mentioned or shown, which may be necessary to complete or perfect all parts of the installation. Ensure that they are in compliance with requirements stated or reasonably inferred by the contract documents.

**1. REFERENCES**

- a. Design, manufacture, test, and install telecommunications cabling networks per manufacturer's requirements and in accordance with NFPA-70 (*National Electrical Code®*)/IEE Regulations, state codes, local codes, requirements of authorities having jurisdiction, and particularly the following standards: ANSI/NECA/BICSI-568 -- Standard for Installing Commercial Building Telecommunications Cabling ANSI/TIA/EIA Standards.
- 1) ANSI/TIA/EIA-568-B.1 -- *Commercial Building Telecommunications Cabling Standard, Part 1: General Requirements*
  - 2) ANSI/TIA/EIA-568-B.2 -- *Commercial Building Telecommunications Cabling Standard, Part 2: Balanced Twisted Pair Cabling Components*
  - 3) ANSI/TIA/EIA-568-B.3 -- *Optical Fiber Cabling Components Standard*
  - 4) ANSI/TIA/EIA-569-A -- *Commercial Building Standard for Telecommunications Pathways and Spaces*
  - 5) ANSI/TIA/EIA-606(A) -- *The Administration Standard for the Telecommunications Infrastructure of Commercial Buildings*
  - 6) ANSI/TIA/EIA-607(A) -- *Commercial Building Grounding and Bonding Requirements for Telecommunications*

- 7) ANSI/TIA/EIA-526-7 -- *Measurement of Optical Power Loss of Installed Single-Mode Fiber Cable Plant*
- 8) ANSI/TIA/EIA-526-14A -- *Measurement of Optical Power Loss of Installed Multimode Fiber Cable Plant*
- (9) ANSI/TIA/EIA-758(A) -- *Customer-Owned Outside Plant Telecommunications Cabling Standard*
- (10) ISO/IEC 1101 *Amendment 2*

b. Local codes, rules, regulations, and ordinances governing the work, are as fully part of the specifications as if herein repeated or hereto attached. If the contractor should note items in the drawings or the specifications, construction of which would be code violations, promptly call them to the attention of the Project Manager in writing. Where the requirements of other sections of the specifications are more stringent than applicable codes, rules, regulations, and ordinances, the specifications shall apply.

## 1. **PERMITS, FEES, AND CERTIFICATES OF APPROVAL**

- a. The Contractor to include the cost of application and pay for building permit.
- b. As prerequisite to final acceptance, supply to the client certificates of inspection from an inspection agency acceptable to the owner and approved by local municipality and utility company serving the Project Manager.

## 2. **SYSTEM DESCRIPTION**

- a. A telecommunications cabling system generally consists of one telecommunications outlet in each workstation, wall telephones in common and power socket outlet.
  - b. The typical work area consists of a single-gang plate with one/two standards compliant work area outlets.
  - c. One work area outlet consists of one (1) four-pair data Category 6A cable or above, installed from work area outlet to the data cabinet. Terminate data cables on modular patch panels located in the appropriate data cabinet.
  - d. One work area outlet consists of one (1) four-pair screened (ScTP) cable installed from work area outlet to the data termination rack in the cabinet. Terminate data cables on rack mounted modular patch panels.
- 2.1 Vertical/horizontal copper backbone cabling consists of multiple pair unshielded twisted-pair installed from the main cross-connect (MC) to the horizontal cross-connect (HC) and/or from the MC to the intermediate cross-connect (IC) to the HC.
- 2.2 Vertical/horizontal backbone cabling consists of 62.5/125  $\mu\text{m}$  multimode optical fiber cable installed from the MC to the HC and/or from the MC to the IC to the HC.
- 2.3 Vertical/horizontal backbone cabling consists of 50/125  $\mu\text{m}$  multimode optical fiber cable installed from the MC to the HC and/or from the MC to the IC to the HC. *Specification Note: State what this backbone will be utilized for. Examples are voice telecommunications service, premises switching equipment, data communications, etc.*

### 3. SUBMITTALS

- a. Submit to the P.M shop drawings, product data (including cut sheets and catalog information), and samples required by the contract documents. Submit shop drawings, product data, and samples with such promptness and in such sequence as to cause no delay in the work or in the activities of separate contractors. The engineer will indicate approval of shop drawings, product data, and samples submitted to the engineer by stamping such submittals "APPROVED" with a stamp. Submitted shop drawings shall be initialed or signed by the contractor, showing the date and the contractor's legitimate firm name.

*1) By submitting shop drawings, product data, and samples, the contractor represents that he or she has carefully reviewed and verified materials, quantities, field measurements, and field construction criteria related thereto. It also represents that the contractor has checked, coordinated, and verified that information contained within shop drawings, product data, and samples conform to the requirements of the work and of the contract documents. The engineer/designer remains responsible for the design concept expressed in the contract documents as defined herein.*

*2) The P.M approval of shop drawings, product data, and samples submitted by the contractor shall not relieve the contractor of responsibility for deviations from requirements of the contract documents, unless the contractor has specifically informed the engineer/designer in writing of such deviation at time of submittal, and the engineer/designer has given written approval of the specific deviation. The contractor shall continue to be responsible for deviations from requirements of the contract documents not specifically noted by the contractor in writing, and specifically approved by the engineer in writing.*

*3) The P.M approval of shop drawings, product data, and samples shall not relieve the contractor of responsibility for errors or omissions in such shop drawings, product data, and samples.*

*4) The P.M review and approval, or other appropriate action upon shop drawings, product data, and samples, is for the limited purpose of checking for conformance with information given and design concept expressed in the contract documents. The engineer's review of such submittals is not conducted for the purpose of determining accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the contractor as required by the contract documents.*

*The review shall not constitute approval of safety precautions or of construction means, methods, techniques, sequences, or procedures. The P.M approval of a specific item shall not indicate approval of an assembly of which the item is a component.*

b. Shop drawings: Submit the following:

Coordinate with Part 2.

- 1) *Backbone (riser) diagrams*
- 2) *System block diagram, indicating interconnection between system components and subsystems*
- 3) *Interface requirements, including connector types and pin-outs, to external systems and systems or components not supplied by the contractor*
- 4) *Fabrication drawings for custom-built equipment*

c. Product Data -- Provide catalog cut sheets and information for the following:

*Coordinate with Part 2.*

- 1) *Wire, cable, and optical fiber*
- 2) *Outlets, jacks, faceplates, and connectors*
- 3) *All metallic and nonmetallic raceways, including surface raceways, outlet boxes, and fittings*
- 4) *Terminal blocks and patch panels*
- 5) *Enclosures, racks, and equipment housings*
- 6) *Over-voltage protectors*
- 7) *Splice housings*

d. Samples-- Submit samples as required by the Engineer.

e. Project record drawings:

- 1) Submit project record drawings at conclusion of the project and include:
  - (a) *Approved shop drawings.*
  - (b) *Plan drawings indicating locations and identification of work area outlets, nodes, data cabinet rooms, and backbone (riser) cable runs.*
  - (c) *Cross-connect schedules including entrance point, main cross-connects, intermediate cross-connects, and horizontal cross-connects.*
  - (d) *Labeling and administration documentation.*
  - (e) *Warranty documents for equipment.*
  - (f) *Copper certification test result printouts and diskettes.*
  - (g) *Optical fiber power meter/light source test results.*
  - (h) *Operation and maintenance manuals:*

#### **4. QUALITY ASSURANCE**

- a. The contractor shall have worked satisfactorily for a minimum of five (5) years on systems of this type and size.
- b. Upon request by the P.M, furnish a list of references with specific information regarding type of project and involvement in providing of equipment and systems.

- c. Equipment and materials of the type for which there are independent standard testing requirements, listings, and labels, shall be listed and labeled by the independent testing laboratory.
- d. Where equipment and materials have industry certification, labels, or standards (i.e., NEMA - National Electrical Manufacturers Association), this equipment shall be labeled as certified or complying with standards.
- e. Material and equipment shall be new, and conform to grade, quality, and standards specified. Equipment and materials of the same type shall be a product of the same manufacturer throughout.
- f. Subcontractors shall assume all rights and obligations toward the contractor that the contractor assumes toward the client and P.M.

## **5. WARRANTY**

- 5.1 Unless otherwise specified, unconditionally guarantee in writing the materials, equipment, and workmanship for a period of not less than fifteen (15) years from date of commissioning of the project for active components.
- 5.2 Transfer manufacturer's warranties to the owner in addition to the General System Guarantee. Submit these warranties on each item in list form with shop drawings. Detail specific parts within equipment that are subject to separate conditional warranty. Warranty proprietary equipment and systems involved in this contract during the guarantee period. Final payment shall not relieve you of these obligations.

## **6. DELIVERY, STORAGE, AND HANDLING**

- 6.1 Protect equipment during transit, storage, and handling to prevent damage, theft, soiling, and misalignment. Coordinate with the client for secure storage of equipment and materials. Do not store equipment where conditions fall outside manufacturer's recommendations for environmental conditions. Do not install damaged equipment; remove from site and replace damaged equipment with new equipment.

## **7. SEQUENCE AND SCHEDULING**

- 7.1 Submit schedule for installation of equipment and cabling. Indicate delivery, installation, and testing for conformance to specific job completion dates. As a minimum, dates are to be provided for bid award, installation start date, completion of station cabling, completion of riser cabling, completion of testing and labeling, cutover, completion of the final punch list, start of demolition, owner acceptance, and demolition completion.

## **8. USE OF THE SITE**

- 8.1 Access to building wherein the work is performed shall be as directed by the P.M. The client will occupy the premises during the entire period of construction for conducting his or her normal business operations. Cooperate with the client to minimize conflict and to facilitate the owner's operations.

Schedule necessary shutdowns of plant services with the main contractor, and obtain written permission from the client.

Proceed with the work without interfering with ordinary use of streets, aisles, passages, exits, and operations of the client.

## **PART 2/1 - PRODUCTS**

### **1. MANUFACTURERS**

Provide products of manufacturers as named in individual articles. Where no manufacturer is specified, provide products of manufacturers in compliance with requirements.

### **2. FABRICATION**

Fabricate custom-made equipment with careful consideration given to aesthetic, technical, and functional aspects of equipment and its installation.

### **3. SUITABILITY**

Provide products that are suitable for intended use, including, but not limited to environmental, regulatory, and electrical.

### **4. VOICE/DATA TELECOMMUNICATIONS SERVICE BACKBONE CABLE**

a. Solid copper, 24 AWG, 100  $\Omega$  balanced twisted-pair (UTP) backbone cable, with mechanical and transmission performance specifications that meet or exceed ANSI/TIA/EIA-568-B.2

b. Multimode 62.5/125  $\mu\text{m}$  diameter tight-buffered optical fiber, with fiber counts as indicated on drawings, with mechanical and transmission performance specifications that meet or exceed ANSI/TIA/EIA-568-B.3

### **5. VOICE TELECOMMUNICATIONS STATION CABLE**

a. Solid copper, 24 AWG, 100  $\Omega$  balanced twisted-pair (UTP) Category 6A cables with four individually twisted-pairs, which meet or exceed the mechanical and transmission performance specifications in ANSI/TIA/EIA-568-B.2 up to 100 MHz.

### **6. DATA STATION CABLE (Copper)**

a. Solid copper, 24 AWG, 100  $\Omega$  balanced twisted-pair (UTP) Category 6A cables with four individually twisted-pairs, which meet or exceed the mechanical and transmission performance specifications in ANSI/TIA/EIA-568-B.2 up to 100 MHz.

b. Solid copper, 24 AWG, 100  $\Omega$  balanced twisted-pair, screened (ScTP) cables with four individually twisted-pairs, which meet or exceed the mechanical and transmission performance specifications in ANSI/TIA/EIA-568-B.2 (Annex K) up to 100 MHz.

### **7. DATA STATION CABLE (Optical Fiber)**

a. Multimode 62.5/125  $\mu\text{m}$  diameter tight-buffered optical fiber, with the required number of fiber counts, with mechanical and transmission performance specifications that meet or exceed ANSI/TIA/EIA-568-B.3

### **8. UNDERGROUND TELECOMMUNICATIONS CABLE (Copper)**

If you have copper cables installed outside between buildings, be certain to specify overvoltage protectors on both ends of the cable. See article, OVERVOLTAGE PROTECTORS.

Solid copper, 24 AWG 100  $\Omega$  balanced twisted-pair, gel-filled duct cable, in sizes as indicated on the drawings, which meet or exceed the mechanical and transmission performance specifications listed in ANSI/TIA/EIA-568-B.2 and ANSI/TIA/EIA-758(A).

### **9. UNDERGROUND TELECOMMUNICATIONS CABLE (Optical Fiber)**

Singlemode 8.7  $\mu\text{m}$  to 10  $\mu\text{m}$  diameter, armored, gel-filled optical fiber, with number of usable fibers as shown on drawings, which meet or exceed the mechanical and transmission performance specifications listed in ANSI/TIA/EIA-568-B.3 and ANSI/TIA/EIA-758(A).

**10. VOICE/DATA – COPPER & OPTICAL FIBER WORK AREA OUTLETS**

Edit for items that will actually be used on the project.

Pick a color for the faceplate and each type of jack, or make them all one color.

Determine which pinning standard is to be used, T568A, T568B, or USOC. If not otherwise specified, specify T568A. Use either 10c with SC connectors or 10d (1) for ST connectors. SC connectors are preferred. Use ST connectors to match existing cable plant if required.

Single-gang mounting plate with two (2) openings containing the following devices:

- a. Data Outlet - 8-pin modular, category 6A, unkeyed, black, pinned to either T568 (A or B) standards.
- b. Optical Fiber Connectors – simplex ST - ST adapter.  
Provide two optical fiber adapters for each faceplate

**11. VOICE/DATA WORK AREA OUTLETS (Copper only)**

Single-gang mounting plate with four (4) openings containing the following devices:

Data Outlet - 8-pin modular, Category 6A, unkeyed, black, pinned to either T568 (A or B) standards.

**12. VOICE ONLY WORK AREA OUTLET**

Single-gang faceplate with 8-pin modular, category 6A, unkeyed, ivory telephone jack, pinned to either T568 (A or B) standards

**13. TERMINATION BLOCKS**

For items that will actually be used on the project: Coordinate with MC, IC and HC layout drawing.

a. Product(s) as approved by the P.M: Wiring blocks are to be in following configurations:

- 1) List dimensional configurations
- 2) ER – List pairs categorized for PBX portion of ER and pairs field terminated for backbone and CO portion of ER

Provide wiring troughs between ER frame sections.

**14. PATCH PANELS**

Specification Note: Alter quantities to match job requirements.

19 in. rack mountable, 24-port 8-pin modular to insulation displacement connector (IDC) meeting Category 6A performance standards, and pinned to either T568 (A or B) standards. Typical examples of IDC connections are the 110, BIX, and Krone.

**15. WALL MOUNTED OPTICAL FIBER PATCH PANELS**

Specification Note: Alter quantities to match job requirements

Wall-mounted optical fiber termination panel with 12-fiber capacity, hinged door, cable strain relief, slack storage, and two 6-port SC or approved alternative connector panels with adapters and provisions for two splice trays.

**16. RACK MOUNTED OPTICAL FIBER TERMINATION PANEL**

Specification Note: Alter size to match job requirements. Coordinate with connector type.

*19 in. rack mounted 72-port rack-mounted optical fiber termination panel with cable strain relief, grounding lugs, slack storage and three 12-port duplex SC or approved alternative connector panels with adapters and provisions for six (6) splice trays.*

**17. SPLICE TRAYS**

*Sized for single mode and multimode fibers, nonmetallic with clear plastic cover, 12-fiber splice capacity, compatible with splice enclosure and splicing method.*

**18. OPTICAL FIBER CONNECTORS**

Ceramic tipped field installed 568SC connectors, which meet or exceed the performance specifications in ANSI/TIA/EIA-568-B.3. Various alternative field installed connector designs, which meet or exceed the performance specifications in ANSI/TIA/EIA-568-B.3 (Annex A).

**19. OPTICAL FIBER JUMPERS**

Dual 62.5/125- $\mu\text{m}$  (*and/or single mode*) optical fiber jumper cable, 1 m long with 3.0 mm Duplex 568SC optical fiber connectors on each end.

Dual 62.5/125- $\mu\text{m}$  (*and/or single mode*) optical fiber jumper cable, 1 m long with approved alternative duplex optical fiber connectors on each end.

**20. OPTICAL FIBER PIGTAILS**

62.5/125  $\mu\text{m}$  (*and/or single mode*) optical fiber pigtail 1 m long with 3.0 mm single 568 SC optical fiber connectors on one end

**21. OPEN FRAME EQUIPMENT RACK**

Open frame, 19 in. equipment rack, 7 foot 6 in. overall height with flange base, mounting rails drilled front and back and tapped to EIA standards, and a front-rack mountable 10 outlet multiple outlet electrical strip or 42u enclosed glazed.

**22. EQUIPMENT RACKS/CABINETS**

a. The equipment rack shall have the following minimum requirements:

- The cabinet shall be metallic with front clear glass and of good finish and conveniently accessible by technical personnel for maintenance. The main cabinet shall be at least 42U and other cabinets housing edge switch should be at least 9U
- Power to the cabinet shall be switched off from within the cabinets. Proper power socket cables to be supplied with the cabinet.
- The cabinet for active devices shall conform to ANSI/TIA/EIA-568A specifications with forced cooling.
- Support small factor pluggable (SFP) and industry leading density up to 240 of IEEE 8033 for 1000 Base-SX ports per system.
- Cabinets shall have adequate room for additional components typically 3U free space.
- Cabinets shall have adequate room for mounting Rack mounted Edge Switches, Core Switches and Rack mount Uninterruptible Power Supplies (UPS) and leave sufficient working space for these rack mount equipment.

**23. LISTED BUILDING ENTRANCE PROTECTORS**

Use when copper cables are run outside of building.

Use appropriate protector modules.

Building entrance terminal utilizing a two (2) foot fuse link between the outside cable plant splice and the protector module with IDC type input and output terminals, 100-pair capacity and female mounting base, equipped with 230 volt solid state protector modules. Provide sufficient protector modules to completely populate all building entrance terminals.

**24. SPLICE HOUSING**

Use this or something else. Delete splice modules if used for optical fiber cables.

- a. Encapsulated, re-enterable splice housing, sized as required with bonding straps, accessories, end caps and encapsulant as required
- b. Splice modules (such as 710 series or MS<sup>2</sup>) for use within splice housing

## **25. SPARES**

Change quantities to suit job size. Edit to match that which is actually specified.

a. Furnish the following spare equipment and parts:

Terminal block connectors, if required

Test set cords, if required

Install one test cord set in each telecommunications closet

Five (5) percent of base bid quantity of each type of jack shall be provided

Five (5) percent of base bid quantity of each type of outlet

Five thousand (5000) ft of each type of station cable

One thousand (1000) ft of one-pair cross-connect wire for each telecommunications closet

One thousand (1000) ft of two-pair cross-connect wire for each telecommunications closet

Five (5) percent of base bid quantity of protector modules

## **EXECUTION**

### **1. PRE-INSTALLATION SITE SURVEY**

a. Prior to start of systems installation, meet at the project site with the P.M and representatives of trades performing related work to coordinate efforts. Review areas of potential interference and resolve conflicts before proceeding with the work. Facilitation with the Client will be necessary to plan the crucial scheduled completions of the equipment room and telecommunications closets.

b. Examine areas and conditions under which the system is to be installed. Do not proceed with the work until satisfactory conditions have been achieved.

### **2. HANDLING AND PROTECTION OF EQUIPMENT AND MATERIALS**

a. Be responsible for safekeeping of your own, such as equipment and materials, on the job site. The client assumes no responsibility for protection of above named property against fire, theft, and environmental conditions.

### **3. PROTECTION OF OWNER'S FACILITIES**

a. Effectively protect the client's facilities, equipment, and materials from dust, dirt, and damage during construction.

b. Remove protection at completion of the work.

### **4. INSTALLATION**

Receive, check, unload, handle, store, and adequately protect equipment and materials to be installed as part of the contract. Store in areas as directed by the owner's representative. Include delivery, unloading, setting in place, fastening to walls, floors, ceilings, or other structures where required, interconnecting wiring of system components, equipment alignment and adjustment, and other related work whether or not expressly defined herein.

Install materials and equipment in accordance with applicable standards, codes, requirements, and recommendations of national, state, and local authorities having jurisdiction, and *National Electrical Code*® (NEC) and with manufacturer's printed instructions.

Adhere to manufacturer's published specifications for pulling tension, minimum bend radii, and sidewall pressure when installing cables.

- 1) Where manufacturer does not provide bending radii information, minimum-bending radius shall be 15 times cable diameter. Arrange and mount equipment and materials in a manner acceptable to the P.M and the client.
- e. Penetrations through floor and fire-rated walls shall utilize intermediate metallic conduit (IMC) or galvanized rigid conduit (GRC) sleeves and shall be fire stopped after installation and testing, utilizing a fire stopping assembly approved for that application.
- f. Install station cabling to the nearest telecommunications room (TR), unless otherwise noted.
- g. Installation shall conform to the following basic guidelines:
  - 1) Use of approved wire, cable, and wiring devices
  - 2) Neat and uncluttered wire termination
- h. Attach cables to permanent structure with suitable attachments at intervals of 1200- 1500mm. Support cables installed above removable ceilings.
- i. Install adequate support structures for 10 foot of service slack at each TR.
- j. Support riser cables every floor and at top of run with cable grips.
  - 1) Limit number of four-pair data riser cables per grip to fifty (50)
- k. Install cables in one continuous piece. Splices shall not be allowed except as indicated on the drawings or noted below:
- l. Provide over voltage protection on both ends of cabling exposed to lightning or accidental contact with power conductors.

Specification Note: *Insert any other specific installation requirements here, such as hook and latch fasteners instead of cable ties, etc.*

## **5. GROUNDING**

Edit as required.

- a. Grounding shall conform to ANSI/TIA/EIA 607(A) - *Commercial Building Grounding and Bonding Requirements for Telecommunications, National Electrical Code®*, ANSI/NECA/BICSI-568 and manufacturer's grounding requirements as minimum.
- b. Bond and ground equipment racks, housings, messenger cables, and raceways.
- c. Connect cabinets, racks, and frames to single-point ground which is connected to building ground system via #6 AWG green insulated copper grounding conductor.

## **6. LABELING**

Use 6d if the type of termination block permits labels. Otherwise use 6A.

Use 6g if the owner does not have a standard for outlet numbering.

Use 6h if required. Alter time as requested.

Labeling shall conform to ANSI/TIA/EIA-606(A) standards. In addition, provide the following:

- a. Label each outlet with permanent self-adhesive label with minimum 3/16 in. high characters.
- b. Label each cable with permanent self-adhesive label with minimum, 1/8 in. high characters, in the following locations:
  - 1) Inside receptacle box at the work area.
  - 2) Behind the communication closet patch panel or punch block.
- c. Use labels on face of data patch panels. Provide facility assignment records in a protective cover at each telecommunications closet location that is specific to the facilities terminated therein.
- d. Use color-coded labels for each termination field that conforms to ANSI/TIA/EIA-606(A) standard color codes for termination blocks.
- e. Mount termination blocks on color-coded backboards.
- f. Labels shall be machine-printed. Hand-lettered labels shall not be acceptable.
- g. Label cables, outlets, patch panels, and punch blocks with room number in which outlet is located, followed by a single letter suffix to indicate particular outlet within room, i.e., S2107A, S2107B. Indicate riser cables by an R then pair or cable number.
- h. Mark up floor plans showing outlet locations, type, and cable marking of cables. Turn these drawings over to the owner two (2) weeks prior to move in to allow the owner's personnel to connect and test owner-provided equipment in a timely fashion.
- i. Three (3) sets of as-built drawing shall be delivered to the owner within four (4) weeks of acceptance of project by the owner. A set of as-built drawings shall be provided to the owner in hard copies and soft copy on a CD-ROM/flash disk and utilizing CAD software that is acceptable to the owner. The magnetic media shall be delivered to the owner within six (6) weeks of acceptance of project by owner.

## **7. TESTING**

Testing shall conform to ANSI/TIA/EIA-568-B.1 standard. Testing shall be accomplished using level IIe or higher field testers.

Test each pair and shield of each cable for opens, shorts, grounds, and pair reversal. Correct grounded, and reversed pairs. Examine open and shorted pairs to determine if problem is caused by improper termination. If termination is proper, tag bad pairs at both ends and note on termination sheets.

- 1) Perform testing of copper cables with tester meeting ANSI/TIA/EIA-568-B.1 requirements.
- 2) If copper backbone cable contains more than one (1) percent bad pairs, remove and replace entire cable.

Use 2 or 3 as required.

- 3) If copper cables contain more than the following quantity of bad pairs, or if outer sheath damage is cause of bad pairs, remove and replace the entire cable:

CABLE SIZE	MAXIMUM BAD PAIRS
<100	1
101 to 300	1 – 3
301 to 600	3 – 6
>601	6

- 4) If horizontal cable contains bad conductors or shield, remove and replace cable. Initially test optical cable with a light source and power meter utilizing procedures as stated in ANSI/TIA/EIA-526-14A: *OFSTP-14A Optical Power Loss Measurements of Installed Multimode Fiber Cable Plant* and ANSI/TIA/EIA-526-7 *Measurement of Optical Power Loss of Installed Single mode Fiber Cable Plant*. Measured results shall be plus/minus 1 dB of submitted loss budget calculations. If loss figures are outside this range, test cable with optical time domain reflectometer to determine cause of variation. Correct improper splices and replace damaged cables at no charge to the owner.
  - 1) Cables shall be tested at 850 and 1300 nm for multimode optical fiber cables. Cables shall be tested at 1310 and 1550 nm for single mode optical fibers.
  - 2) Testing procedures shall utilize “Method B” – One jumper reference.
  - 3) Bi-directional testing of optical fibers is required.
- d. Perform optical time domain reflectometer (OTDR) testing on each fiber optic conductor. Measured results shall be plus/minus 1 dB of submitted loss budget calculations.
  - 1) Submit printout for each cable tested.
  - 2) Submit 3.5 in. disks with test results and program to view results.
- e. Where any portion of system does not meet the specifications, correct deviation and repeat applicable testing at no additional cost.

## FIELD QUALITY CONTROL

a. Employ job superintendent during the course of the installation to provide coordination of work of this specification and of other trades, and provide technical information when requested by other trades. This person shall maintain current RCDD® (Registered Communications Distribution Designer) registration and shall be responsible for quality control during installation, equipment set-up, and testing.

b. At least 30 percent of installation personnel shall be *BICSI Registered Telecommunications Installers*. Of that number, at least 15 percent shall be registered at the *Technician Level*, at least 40 percent shall be registered at the *Installer Level 2*, and the balance shall be registered at the *Installer Level 1*.

Specification Note: Use this or insert manufacturer’s requirements for installer qualifications to meet extended warranty program requirements.

c. Installation personnel shall meet manufacturer’s training and education requirements for implementation of extended warranty program.

## **B. PARTICULAR SPECIFICATIONS FOR STRUCTURED CABLING WORKS**

### **1.0 SITE LOCATION**

The site of the proposed works is located at **Pacis Center Westlands, Nairobi County**

### **2.0 DESCRIPTION OF THE PROJECT**

The works to be carried out comprise the following;

- i) Proposed supply, installation, testing and commissioning of a structured cabling system to cater for computer data points and telephone points.
- ii) Configure and set up the structured cabling system to be used on LAN,
- iii) Produce test result, warranty certification, reports and as installed drawings. The Network will be capable of supporting approximately 100 data/voice points.
- iv) The works shall include inter-wiring, programming and activating all voice points.

### **3.0 REGULATIONS**

The contractor shall, in execution and completion of the works in the detailed design for which he is responsible, comply with the provisions of the following as necessary and relevant;

- a) ISO/IEC, CCK, ATM CENELEC 11801
- b) ANSI/EIA/TIA 56
- c) Latest Edition of IEE Regulation
- d) Kenya Bureau of Standards
- e) Electric Power Act and Rules made there under.

### **4.0 WORKING DRAWINGS**

The Contractor shall submit to the Project Manager working drawings for the proposed system for approval. The drawings will show the locations of and identifiers for all cable routing and terminations, telecommunication outlets/connectors. Location of core switch and Edge switches.

### **5.0 NETWORK CABINETS**

- a) To be located on 2nd floor in designated space as indicated in the electrical drawings.
- b) Must be metallic (appropriately sized as specified in the BQ) with a front clear glass, freestanding, complete with lock and key and the following accessories;
  - Cable Management channel rack
  - Cable support hooks
  - Cable support rings and straps
  - Cable duct cover
  - Feed through cable panels
  - Vented equipment shelving
  - Blank filler panels
  - Hinged wall mounted brackets
  - Glass viewing window
  - Colored Designation strips
  - Management lock and key

- Cooling extractor fans
- Caster wheels
- Inbuilt 2-gang power socket outlet

## **6.0 ACTIVE CONTROL EQUIPMENTS AT THE NETWORK CORE (CORE SWITCH)**

The active control equipment at the core should have the following features:

- Up to 1 TBps of local stackable switching bandwidth.
- Flexible downlink options with 1G Copper and Fiber as well as the densest Multigigabit links
- Mix of Copper (1G up to 10G) and Fiber (1G up to 25G) supported in a single stack
- Flexible and dense uplink offerings with 1G, Multigigabit, 10G, 25G, 40G and 100G in the form of fixed or modular uplinks
- Based on UADP 2.5sec ASIC which adds line rate support for Crypto, including 100G IPsec
- PoE capabilities with up to 384 ports of PoE per stack, PoE+, and high-density IEEE 802.3bt
- Intelligent Power Management, providing power stacking among members for power redundancy.
- Line-rate, hardware-based Flexible NetFlow (FNF), delivering flow collection of up to 128,000 flows with select models
- IPv6 support in hardware, providing wire-rate forwarding for IPv6 networks
- Dual-stack support for IPv4/IPv6 and dynamic hardware forwarding table allocations, for ease of IPv4-to-IPv6 migration
- Support for both static and dynamic NAT and Port Address Translation (PAT)
- IEEE 802.1ba AV Bridging (AVB) built in to provide a better audio and video experience through improved time synchronization and QoS
- x86 CPU complex with 8-GB memory, and 16 GB of flash and external USB 3.0 SSD pluggable storage slot (delivering up to 240GB of storage with an option SSD drive) to host containers.

## **7.0 ACTIVE CONTROL EQUIPMENTS AT THE EDGE NETWORK SWITCH**

Active control equipment at the LAN Edge should have the following features

- a) Operational efficiency with optional backplane stacking, supporting stacking bandwidth up to 160 Gbps
- b) Full Power over Ethernet Plus (PoE+) capability
- c) Resiliency with Field-Replaceable Units (FRU) and redundant power supply, fans, and modular uplinks
- d) Layer 3 capabilities, including OSPF, EIGRP, ISIS, RIP, and routed access
- e) Flexible downlink options with data, PoE+ or mGig
- f) UADP 2.0 Mini with integrated CPU offers customers optimized scale with better cost structure
- g) Enhanced security with AES-128 MACsec encryption, policy-based segmentation, and trustworthy systems
- h) Advanced network monitoring using Full Flexible NetFlow
- i) Plug and Play (PnP) enabled: A simple, secure, unified, and integrated offering to ease new branch or campus device rollouts or updates to an existing network
- j) ASIC with programmable pipeline and micro-engine capabilities, along with template-based, configurable allocation of Layer 2 and Layer 3 forwarding, Access Control Lists (ACLs), and Quality of Service (QoS) entries

## **9.0 NETWORK MANAGEMENT SYSTEM**

Bidders must propose the manufacturers Network Management system for centralized configuration, maintenance and troubleshooting of active equipment. Third party standalone systems should not be offered as part of the solution. Features and functionalities of the system should include the following:

- a) Should be compatible with Microsoft windows/Linux operating systems
- b) Graphical User Interface for central Management and network viewing
- c) Network discovery and inventory management
- d) VLAN, multicast, security and load-balancing/fail over configuration
- e) Downloading and saving of log file from the device flash memory
- f) Centralized upgrade/backup and archiving of active devices
- g) Export of network topology to JPEG or other standard formats.

## **10.0 CABLES**

### **10.1) UTP CABLE**

The UTP cable must be category 6A compliant UTP cable, with the following specifications;

- a) 4-pair cables with 100-ohm impedance.
- b) Compliant to standards such as TIA/EIA – 268-B. 2-1 and IEC 61156-5
- c) Made of polyethylene insulation
- d) Pulling force should support up to 50N/mm<sup>2</sup>
- e) Low Smoke Zero Halogen outer sheath

### **10.2) OPTICAL FIBRE CABLE**

The fibre cable must be 8 core multimode fibre with the following specifications: -

- a) Cable size: 8 core.
- b) Termination: SC Duplex connectors.
- c) Graded Index: Nominal 62.5/125 micro. m

## **11.0 CAT 6A PATCH PANELS**

The Contractor shall provide factory made patch panels, cat 6A complete with cable management and front designation strips, 110 PCB mounted connectors and integral RJ mounted jack sockets.

## **12.0 FIBER PATCH PANELS**

All Backbone Fiber links to individual floors should be terminated on Fiber Patch Panels. Connector interfaces should support ST, Sc simplex, Sc duplex, FC, LC or MT-RJ.

## **13.0 BACK BONE**

Backbone cabling inclusive of switches and all necessary accessories shall be carried out in readiness for the termination of edge switches.

The Backbone cabling shall be flexible and allow for easy ‘add on’s’ for future expansions. Hence enough capacity shall be allowed for future expansion.

## **14.0 EDGE/FLOOR SWITCHES**

These shall be in the switch room on the second floor and have enough capacity for expansion

## **15.0 TELEPHONE INSTRUMENTS**

The acquiring of telephone instruments has been liberalized. However, they must be Type-approved by the CAK and the tenderer must obtain the necessary approval.

### **STANDARD IP-PHONES**

The standard level model design shall include:

- A minimum of 12 self-labeling programmable call/feature keys (but also be capable of supporting up to 24 if required);
- Several fixed feature keys, including such popular features/functions as Speaker, Headset, Conference, Transfer, Redial, Mute, Drop, Hold (Color Highlighted), and Volume Up & Down;
- An integrated full duplex speakerphone; an integrated large graphical backlit gray-scale display screen capable of supporting desktop productivity applications
- Customer programmable self-labeled soft key
- Embedded Web browser functionality  
Application keys, such as Call Log, Speed Dial and Web Browser; and hearing aid compatibility

## **16.0 COMPLETION AND COMMISSIONING OF STRUCTURED CABLING WORKS**

**16.1 Upon completion of the installation, all cabling links must be tested for the following parameters, using Level Three testers: -**

**a) Category 6A Cable Tests**

1. Wire Map
2. Length
3. Insertion Loss (Attenuation)
4. NEXT Loss
5. PSNEXT Loss
6. ELFEXT Loss, pair-to-pair
7. PSELFEXT Loss
8. Return Loss
9. ACR (Attenuation to crosstalk ratio)
10. PSACR
11. Propagation Delay
12. Delay Skew

## **b) Fibre Optic Cable Tests**

1. Link attenuation (insertion loss)
2. Length

Any failing link must be diagnosed and corrected. The corrective action shall be followed with a new test to prove that the corrected link meets the performance requirements.

The results should be recorded in one or several measure books showing test results of the cable components. In addition, the measurements must be recorded on two soft copies (CD-ROM).

### **16.2 All components must be tested and a Completion Certificate issued stating the following:**

- a. Number of outlets
- b. Type of cable
- c. Date completed
- d. Type of Warranty

In addition, an "as-built" package must be submitted with the following information

- a. Updated floor plans
- b. Wire/cable routing schematic
- c. Facility assignment records
- d. Horizontal cable test results
- e. Fibre Backbone test results

## **17.0 DOCUMENTATION**

The contractor shall avail documentation (2 copies) detailing the layout and devices or components of the system and must include all information for maintenance technicians to run, service, extend or maintain the network. In particular, the documentation must be structured and contain the following:

- a. Synopsis of the cabling (primary and secondary)
- b. Charts of the distribution highlighting the details of the elements that have been installed
- c. Detailed map of socket layout (2 Soft copies on CD-ROM should be availed)
- d. Reports on measurements (2 Soft copies on CD-ROM should be availed)

The CD-ROMs provided shall include the software tools required to view, inspect and print any selection of test reports.

## **18.0 WARRANTY AND SUPPORT**

- 3.1 The Contractor will be required to give a per link warranty of at least fifteen (15) years for the structured cabling infrastructure and must provide a site certification certificate from the manufacturer of the cabling infrastructure not more than 30 days after completion of tests.
- 3.2 In the event of failure of the core switch, the contractor will be required to deliver any necessary parts on the next business day after determining that parts replacement is required, during the standard work week (8 hours a day, 5 days a week). This support will be carried out by a field engineer and will run for a period of Twenty Four months from the date of commissioning of the LAN.
- 3.3 The contractor will be required to provide a sixty months warranty on the edge switches from the date of commissioning of the LAN.

## **19.0 ADDITIONAL NOTES**

Tenderers should take note of the following

- a) The network should be capable of carrying data, voice and video. QOS should be considered as part of installation and configuration of the network.
- b) All active LAN equipment should be from the same manufacturer for seamless integration, management and maintenance.
- c) Each floor should have a telecommunication Closet to house the necessary structured cabling components and active equipment.

## **20.0 BROCHURES AND TECHNICAL LITERATURE**

Tenderers **must** enclose together with their submitted bids brochures detailing technical Literature and specifications of the active components of the structured cabling system. The brochures shall be used to evaluate the suitability of these components.

**Any bid submitted without the brochures shall be considered technically non-responsive, and may subsequently be disqualified.**

## **PART 2: AUDIO VISUAL SYSTEMS INSTALLATION WORKS**

### **1.01 DESCRIPTION OF THE SITE**

The site of the proposed works is located at **Pacis Center Westlands, Nairobi County.**

### **1.05 ELECTRICAL REQUIREMENTS**

The equipment to be supplied shall be capable of being operated from 240V AC, 50Hz power supply.

### **1.06 MANDATORY REQUIREMENTS**

- a) All equipment and materials used shall be standard components that are regularly manufactured and used in the manufacturer's system.
- b) All systems and components shall have been thoroughly tested and proven in actual use.
- c) All systems and components shall be provided with the availability of a, 24-hour technical assistance program (TAP) from the manufacturer. The TAP shall allow for immediate technical assistance for either the dealer/installer or the end user at no charge.
- d) All systems and components shall be provided with a one-day turn around repair express and 24-hour parts replacement. The repair and parts express shall be guaranteed by the manufacturer on warranty and non-warranty items.
- e) The supplier shall be the manufacturer, or the manufacturer appointed agent (proof to be submitted).
- f) The Offered system has been installed and commissioned by the supplier in other locations.
- g) **The proposal will include operators training in Kenya and system manager factory training (at the manufacturer training facility).**

### **1.07 POSITION OF SERVICES AND EQUIPMENT**

The route services and approximate positions of apparatus are shown on the contract drawings but their exact positions shall be determined by approved dimensional details on working drawings or on site by the P.M.

The contractor shall ascertain on site that his 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.

### **1.08 SETTING TO WORK AND REGULATING SYSTEMS**

The contractor shall carry out such tests of the contract works 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 under taken except in the presence of and to the satisfaction of the P.M. unless approved otherwise by him (contractor's own preliminary and proving tests are exempted).

The contractor shall include in his tender for the costs for testing and commissioning the contract works as herein described. He shall submit for approval to the P.M. a suitable programme for testing and commissioning. The P.M. 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 P.M. except at his 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.

## **1.09 IDENTIFICATION OF PLANT AND COMPONENTS**

The contractor shall supply and install identification labels to all plant and to 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 aluminum 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 in 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 P.M. for approval prior to manufacture.

## **1.10 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 P.M. 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 P.M. of working Drawings shall neither relieve the contractor of any of his obligations under the contract nor relieve him from correcting any errors found subsequently in the approved working Drawings or elsewhere associated therewith or with the works.

## **1.11 RECORD DRAWINGS**

During the execution of works on site the contractor shall, in a manner approved by the P.M. 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 P.M. as he may require for inspection and checking.

Record Drawing shall include but are 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 and 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 to above, if the contractor fails to produce to the P.M.'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.

## **1.12 TESTS**

Both on completion of his work and at the end of the guarantee period the contractor shall carry out such tests as may be required in the presence of the P.M. or his 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.

## **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 TRAINING**

In the direction and to the satisfaction of the P.M. the contractor shall arrange for the training of the attendant console operators, users and the administrators at the site or the contractor's office on the workings of the IP based PABX. The cost of such training shall be included in the contractor's prices.

## **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 P.M. 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 P.M. to the contractor, but this indemnity shall apply to the works only, and any permission or request to manufacture to the order of the P.M. shall not relieve the contractor from liability should he manufacture for, or supply to other buyers.

**PART 2 : PARTICULAR SPECIFICATIONS FOR AUDIO**

**VISUAL**

**(a) RCF AM2080 Mixer Amplifier**

Item	Minimum Specifications	Proposed Solution
Brand	State the brand, model and attach Technical Brochure (Mandatory)	
Key Features	<input type="checkbox"/> Full digital technology Mixer-Amplifier 80W RMS <input type="checkbox"/> 70-100V and 4 Ohms outputs <input type="checkbox"/> universal inputs with phantom power on screw terminal connections <input type="checkbox"/> XLR connector on input 1 <input type="checkbox"/> RJ45 port on input 2 for connection to a BM3001 microphone <input type="checkbox"/> Configurable Priority settings, VOX feature on input 1 <input type="checkbox"/> Selectable aux inputs with two keys on the front panel for music source <input type="checkbox"/> Aux inputs with volume and tone controls <input type="checkbox"/> Music On-Hold and PRE outputs <input type="checkbox"/> Digital Chime and Siren built-in generator <input type="checkbox"/> Suitable for use at restaurants, boutiques, pubs, beauty centers, markets, hotels, office buildings, and medical centers	
Power Output	<input type="checkbox"/> 80 W RMS	
Frequency Response	<input type="checkbox"/> 0 Hz - 18 kHz ( $\pm 3$ dB)	
Distortion	<input type="checkbox"/> < 0.3%	
Signal / Noise	<input type="checkbox"/> Channels 1 - 2: 60 dB Aux input: 80 dB	
Phantom Power	<input type="checkbox"/> 30 VDC, 18 mA	
<b>Inputs</b>		
Sensitivity	<input type="checkbox"/> Channels 1 - 2, Mic: -62 dBu Channels 1 - 2, Line: -29 to 11 dBu Aux: -18 to 20 dBu	
Impedance	<input type="checkbox"/> Channels 1 - 2, Mic: 10 kOhms Channels 1 - 2, Line: 10 kOhms Aux: 20 kOhms	
AUX Inputs	EQ <input type="checkbox"/> Bass: (100 Hz) -9 to 6 dB <input type="checkbox"/> Treble: (10 kHz) -14 to 8 dB	
High Pass Filter	<input type="checkbox"/> 150 Hz	
<b>Outputs</b>		
Output Level	<input type="checkbox"/> 0 dBu	
Loudspeaker	<input type="checkbox"/> Low impedance: 4 Ohms <input type="checkbox"/> Constant voltage: 100 V, 70 V	
AUX Outputs	<input type="checkbox"/> Pre, Music on hold	

Protections	<input type="checkbox"/> Overload, thermal, Short circuit, fuse	
-------------	---	--

**(b) Ceiling Loudspeakers**

Item	Minimum Specifications	Proposed Solution
Brand	State the brand, model and attach Technical Brochure (Mandatory)	
Key Features	Two way speaker system with dome tweeter recommended for hi level speech and background-music reproduction <ul style="list-style-type: none"> <li>• Music power/RMS: 40/20W</li> <li>• 8" woofer with coaxial tweeter</li> <li>• Low impedance (80) or 100V</li> <li>• Built-in multi-tapped transformer for 100/70V constant voltage connection</li> <li>• Body in self-extinguishing plastic (UL 94V-0) and front metal grille RAL 9003 White</li> </ul>	
Acoustical		
Frequency Response (-10dB):	<input type="checkbox"/> 60 Hz ÷ 20000 Hz	
Max SPL @ 1m:	<input type="checkbox"/> 109 dB	
Coverage angle	<input type="checkbox"/> 80°	
System Sensitivity	<input type="checkbox"/> 93 dB	
Power		
Nominal Impedance (ohm):	<input type="checkbox"/> 8 ohm	
Power Handling	<input type="checkbox"/> 20 W RMS	
Peak Power Handling	<input type="checkbox"/> 80 W PEAK	
Recommended Amplifier	<input type="checkbox"/> 40 W	
Transducers		
Dome Tweeter:	<input type="checkbox"/> Coaxial 1.0" <input type="checkbox"/> Coaxial 8"	

### 1.03 SPECIFICATIONS FOR LIGHT DUTY UPS

ITEM	DESCRIPTION	MINIMUM REQUIREMENTS	BIDDER'S SPECIFICATIONS
<b>A</b>	<b>GENERAL SPECIFICATIONS</b>		
1	Make	<b>BRANDED</b>	
2	Model		
3	Country of Origin		
4	Manufacturer's brochure and specification	Must be supplied	
<b>B</b>	<b>TECHNICAL SPECIFICATIONS</b>		
5	Rating	<b>1500VA</b>	
6	Input voltage swing	220 – 270V ac	
7	Output voltage	220-240V ac	
8	Output frequency	50-60HZ auto-sensing	
9	Protection	❖ Output overload ❖ Input/output short circuit	
10	Communication Interface	Serial port communication support	
11	Design	❖ Automatic voltage regulation ❖ Mains isolation ❖ User replaceable batteries ❖ Static-automatic bypass ❖ Maintenance bypass	
12	Battery Module	❖ <b>25 minute backup time</b> ❖ <b>3 year lifetime</b> ❖ Sealed lead acid type preferred ❖ Automatic periodic battery tests ❖ Short recharge time (maximum 5 hours for 100% run time) ❖ Protection against excessive discharge	

Other Items to be supplied:

- 1) Power Supply extension cable complete with 13A 3pin plug and 4x13A switched socket outlets panel which is complete with inbuilt overcurrent/overvoltage/surge protection

## PART 3: PARTICULAR SPECIFICATIONS FOR ELECTRICAL WORKS

### TECHNICAL SPECIFICATIONS FOR ELECTRICAL INSTALLATION

#### 1.00 SITE LOCATION

The site of the proposed works is at **Pacis Center Westlands, Nairobi County**

#### 2.00 SCOPE OF WORKS

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

a) **Electrical Works**

This shall include conduiting, cabling, fittings and Fire Alarm System.

b) **Telephone and data installation**

This shall include conduiting, Trunking and telephone outlet plates.

#### 3.00 MATERIALS FOR THE WORKS

Materials shall be as specified in Section D and in the Bills of Quantities of this document which shall be read in conjunction with contract drawings. Alternative materials shall be accepted only after approval by the Project Manager.

#### 4.00 TECHNICAL SPECIFICATIONS FOR LED LIGHT FITTING

<b>LED PANEL LIGHT FITTING</b>		
<b>TECHNICAL SPECIFICATIONS</b>		
IEC Compliant		
<b>Item</b>	<b>Minimum Specifications</b>	<b>Proposed solution</b>
Brand	State the brand, model and attach Technical Brochure (Mandatory)	
Operating	<ul style="list-style-type: none"><li>➤ voltage range: 130-300 V ac</li><li>➤ frequency range: 45-55 Hz</li><li>➤ Power factor <math>\geq 0.9</math> lagging</li><li>➤ THD<math>&gt;15\%</math></li><li>➤ Ambient temperature range -10 to +35 °Operating</li><li>➤ Colour Consistency <math>\leq 5</math>SDCM</li></ul>	
Performance	<ul style="list-style-type: none"><li>➤ luminous flux - 3600 lm</li><li>➤ System efficacy <math>&gt; 90</math>lm/W</li><li>➤ Lamp colour temperature (NW)4000K / (CW)6500K</li><li>➤ Colour Rendering Index <math>&gt;80</math></li><li>➤ Median useful life <math>\geq 30000</math> h</li><li>➤ Luminaire light beam spread - <math>120^\circ</math></li></ul>	
Standards Compliance	CB/EMC/CE	
General	<ul style="list-style-type: none"><li>➤ Driver/power unit/transformer - PSU-E</li><li>➤ Optical cover/lens type - Polystyrene bowl/cover prismatic</li><li>➤ Protection class IEC - Safety class II (II)</li></ul>	

## 5.0 TECHNICAL SPECIFICATIONS FOR UPS

ITEM	DESCRIPTION	MINIMUM REQUIREMENTS	BIDDER'S SPECIFICATIONS
<b>A</b>	<b>GENERAL SPECIFICATIONS</b>		
1	Make	BRANDED	
2	Model		
3	Country of Origin		
4	Manufacturer's brochure and specification	Must be supplied	
<b>B</b>	<b>TECHNICAL SPECIFICATIONS</b>		
5	Rating	10kVA	
6	Input voltage swing	380 – 415V ac	
7	Output voltage	400-415V ac	
8	Output frequency	50-60HZ auto-sensing	
9	Protection	❖ Output overload ❖ Input/output short circuit	
10	Communication Interface	Serial port communication support	
11	Design	❖ Automatic voltage regulation ❖ Mains isolation ❖ User replaceable batteries ❖ Static-automatic bypass ❖ Maintenance bypass	
12	Battery Module	❖ 3hrs backup time ❖ 3-year lifetime ❖ Sealed lead acid type preferred ❖ Automatic periodic battery tests ❖ Short recharge time (maximum 5 hours for 100% run time) ❖ Protection against excessive discharge	

## 6.0 PARTICULAR SPECIFICATIONS FOR LIGHT FITTINGS

ITEM	LIGHTING FITTING	DESCRIPTION
		(Lighting Fittings to be complete with all gears and accessories)
1	Type 1	600x600mm 36W 3200Lumen, Recessed backlit (panel) LED luminaire of full box welded monolithic seamless steel construction with post coat powder paint finish for laying installation, with acrylic microprism and dispersal diffuser combination and high efficiency LED modules, lamp temperature of 6000k and 50000hr lamp hours Philips or Thorn or
2	Type 2	9W, 100mm diameter Low Voltage LED downlight, 2100 lumen, 3000k lamp temperature with aluminium die cast and polycarbonate aluminum coated warm white output light suitable for recessed installation and
3	Type 3	1200mmx300mm 40W 3700Lumen 4000K 50,000lamp hours LED IP65 fully polycarbonate weather resistant and corrosion proof surface mounted luminaire with High Frequency Electronic Control Gear and as Thorn Aqua force or approved equivalent
4	Type 4	22W Circular Recessed Ceiling LED Downlight,with protected glass cover, 50000Hrs lifetime 2100lm and 50000hr lamp hour as PHILIPS

## 7.0 BROCHURES AND TECHNICAL LITERATURE

Tenderers **Must** enclose together with their submitted bids brochures detailing technical Literature and specifications of the UPS. The brochures shall be used to evaluate the suitability of the system and the associated accessories. **Any bid submitted without the brochures shall be considered technically non-responsive, and shall subsequently be disqualified.**

**SECTION E**

**SCHEDULE OF UNIT RATES**

## SCHEDULE OF UNIT RATES

1. The tenderer shall insert unit rates against the items in the following schedules and may add such other items as he considers appropriate.
2. The unit rates shall include for supply, transport, insurance, delivery to site, storage as necessary, assembling, cleaning, installing, connecting, profit and maintenance in defects liability and any other obligation under this contract.
3. The unit rates will be used to assess the value of additions or omissions arising from authorised variations to the contract works.
4. Where trade names or manufacturer's catalogue numbers are mentioned in the specification, the reference is intended as a guide to the type of article or quality of material required. Alternative brands of **equal** and **approved** quality will be accepted.
5. The prices quoted shall be deemed to include for all obligations under the sub-contract including but not limited to supply of materials, labour, delivery to site, storage on site, installation, testing, commissioning and all other taxes applicable at the time of tender.

**SCHEDULE OF UNIT RATES****(To be completed by the Tenderer)**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QTY/UNIT</b>	<b>RATE(KSHS)</b>
1.	Recording Server	1No.	
2.	4 core Single mode fiber cable	1M	
3.	6 core Single mode fiber cable	1M	
4.	4 core Multi mode fiber cable	1M	
5.	6 core Multi mode fiber cable	1M	
6.	4 core Single mode fiber outdoor cable	1M	
7.	6 core Single mode fiber outdoor cable	1M	
8.	4 core Multi mode fiber outdoor cable	1M	
9.	6 core Multi mode fiber outdoor cable	1M	
10.	Network Switches Port Switch Rack Mountable with PoE and as described in the particular specifications a) 48 Port Cisco as Cisco Catalyst b) Ditto but 12 Port	1No. 1No.	
11.	Cat 7 UTP 4-Pair cable	M	
12.	1.5mm sq. heat resistant cable	M	

ITEM	DESCRIPTION	QTY	UNIT	RATE(KSHS)
13	<b>Supply and Install the following: -</b> Digital ISDN PRI-E1 tie line card complete with a local modem	1	No.	
14	(i) wireless gateway module completes with accessories & line (ii) Wireless module complete	1 1	No. No.	
15	Digital ISDN PRI-E1line card (bidder to indicate the No. of channels.....)	1	No	
16	ISDN (PRI) card complete with a local modem	1	No	
17	Voice patch panel (48port)	1	No.	
18	Wireless gateway (48 circuits)	1	No.	
19	48 port Cisco Core as Cisco Catalyst 6500 series.	1	No.	
20	Server Cabinets a) 32U b) 19U	1 1	No. No.	
21	Network Switches Port Switch Rack Mountable a) 12 Port Cisco as Cisco Catalyst	1	No.	

**SECTION F**

**BILLS OF QUANTITIES**

## **BILLS OF QUANTITIES**

### A) PRICING OF PRELIMINARIES ITEMS

Prices will be inserted against item of preliminaries in the Contractor's Bills of Quantities and specification. These Bills are designated as Bill No.1 in this Section. Where the Contractor fails to insert his price in any item he shall be deemed to have made adequate provision for this on various items in the Bills of Quantities. The preliminaries form part of this contract and together with other Bills of Quantities covers for the costs involved in complying with all the requirements for the proper execution of the whole of the works in the contract.

The Bills of Quantities are divided generally into three sections:

#### (a) Preliminaries – Bill No.1

Contractor's preliminaries are as per those described in section C – Contract Preliminaries and General Conditions of Contract. The Contractor shall study the conditions and make provision to cover their cost in this Bill. The number of preliminary items to be priced by the Tenderer has been limited to tangible items such as site office, temporary works and others. However the Tenderer is free to include and price any other items he deems necessary taking into consideration conditions he is likely to encounter on site.

#### (b) Installation Items – Other Bills

- (i) The brief description of the items in these Bills of Quantities should in no way modify or supersede the detailed descriptions in the contract Drawings, conditions of contract and specifications.
- (ii) The unit of measurements and observations are as per those described in clause 1.0 5 of the section C.

#### (c) Summary

The summary contains tabulation of the separate parts of the Bills of Quantities carried forward with provisional sum, contingencies and any prime cost sums included. The Contractor shall insert his totals and enter his grand total tender sum in the space provided below the summary.

This grand total tender sum shall be entered in the Form of Tender provided elsewhere in this document.

## **SPECIAL NOTES TO THE BILLS OF QUANTITIES**

1. The Bills of Quantities form part of the contract documents and are to be read in conjunction with the contract drawings and general specifications of materials and works.
2. The prices quoted shall be deemed to include for all obligations under the sub-contract including but not limited to supply of materials, labour, delivery to site, storage on site, installation, testing, commissioning and all other taxes applicable at the time of tender.
3. All prices omitted from any item, section or part of the Bills of Quantities shall be deemed to have been included to another item, section or part.
4. The brief descriptions of the items given in the Bills of Quantities are for the purpose of establishing a standard to which the sub-contractor shall adhere to. Otherwise alternative brands of **equal** and **approved** quality will be accepted.

Should the sub-contractor install any material not specified here-in before receiving **approval** from the Project Manager, the sub-contractor shall remove the material in question and, **at his own cost**, install the proper material.

5. The grand total of prices in the price summary page must be carried forward to the **MAIN Summary Page**.
6. Tenderers must enclose, together with their submitted tenders, detailed coloured manufacturer's Brochures detailing Technical Literature and specifications on all the equipment they intend to offer.

**SECTION G**

**TECHNICAL SCHEDULE  
OF  
ITEMS TO BE SUPPLIED**

## **TECHNICAL SCHEDULE**

1. The technical schedule shall be submitted by tenderers to facilitate and enable the Project Manager to evaluate the tenders, especially where the tenderer intends to supply or has based his tender sum on equipment which differs in manufacture, type or performance from the specifications indicated by the Project Manager.
2. The filling of this schedule forms part of Technical Evaluation of the tenders, and bidders shall therefore be required to indicate the type/make and country of origin of all the materials and equipment they intend to offer to the employer in this schedule.
3. This schedule shall form part of the technical evaluation criterion, and tenderers are therefore advised to complete the schedule as they shall be considered responsive.

**TECHNICAL SCHEDULE OF ITEMS TO BE SUPPLIED**

(To be completed by the Tenderer)

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>TYPE/MAKE</b>	<b>MODEL</b>	<b>COUNTRY OF ORIGIN</b>
1	Patch panels			
2	Patch cords			
3	CAT 6A			
4	Cables			
5	Wireless Access			
6	Points Cable			
7	managers Faceplate			
8	Data Switches			
9	Fibre Optic			
10	Cable UPS			
11	Data Cabinets			
12	IP Standard Telephone instruments			
13	Power Distribution			
14	Boards Power			
15	Cable Metallic			
16	Trunking			
17	Power Sockets/Switches			

**SECTION H**

**STANDARD FORMS**

## CONTENTS OF SECTION H

	<u>TITLE</u>	<u>PAGE</u>
1.	Key Personnel	H/1
2.	Schedule of Contracts completed in the last five (5) years	H/2
3.	Schedule of on-going projects	H/3
4.	Contractor's Equipment	H/4
5.	Details of Litigation or Arbitration Proceedings	H/5

**NOTE:**

- 1.0 Tenderers must duly fill these Standard Forms as a mandatory requirement as they will form part the evaluation criteria.
- 2.0 Any tender returned with **Unfilled Standard Forms** shall be considered **Non-Responsive and shall automatically be Disqualified.**

**KEY PERSONNEL**

Qualifications and experience of key personnel proposed for administration and execution of the Contract.

<b>POSITION</b>	<b>NAME</b>	<b>HIGHEST QUALIFICATION (<i>Attach proof</i>)</b>	<b>YEARS OF EXPERIENCE (GENERAL)</b>	<b>YEARS OF EXPERIENCE IN PROPOSED POSITION</b>
1.				
2.				
3.				
4.				
5.				
6.				
7.				

I certify that the above information is correct.

.....

Title

.....

Signature

.....

Date

**CONTRACTS COMPLETED IN THE LAST FIVE (5) YEARS**

Work performed on works of a similar nature, complexity and volume over the last 5 years.

<i>PROJECT NAME</i>	<i>NAME OF CLIENT</i>	<b>TYPE OF WORK AND YEAR OF COMPLETION</b>	<b>VALUE OF CONTRACT (KSHS.)</b>

I certify that the above works were successfully carried out and completed by ourselves.

.....

.....

.....

Title

Signature

Date

**SCHEDULE OF ON-GOING PROJECTS**

Details of on-going or committed projects, including expected completion date.

<i>PROJECT NAME</i>	<i>NAME OF CLIENT</i>	<i>CONTRACT SUM</i>	<i>% COMPLETE</i>	<i>COMPLETION DATE</i>

I certify that the above works are currently being carried out by ourselves.

.....

Title

.....

Signature

.....

Date

**SCHEDULE OF MAJOR ITEMS OF CONTRACTOR'S EQUIPMENT PROPOSED  
FOR CARRYING OUT THE WORKS**

ITEM OF EQUIPMENT	DESCRIPTION, MAKE AND AGE (Years)	CONDITION (New, good, poor) and number available	OWNED, LEASED (From whom?), or to be purchased (From whom?)

**DETAILS OF LITIGATION OR ARBITRATION PROCEEDINGS IN WHICH THE TENDERER HAS BEEN INVOLVED AS ONE OF THE PARTIES IN THE LAST 5 YEARS**

1. ....
2. ....
3. ....
4. ....
5. ....
6. ....
7. ....
8. ....
9. ....
10. ....

**PROPOSED OFFICE FITOUT WORKS FOR UNCLAIMED FINANCIAL ASSETS AUTHORITY AT  
PACIS CENTRE, WESTLANDS, NAIROBI.**

**BILL NO.1 ELECTRICAL INSTALLATION WORKS**

ITEM	DESCRIPTION	UNIT	QTY	RATE KSHS	KSHS
	<b>LIGHTING AND POWER INSTALLATION.</b>				
<b>1.00</b>	<b><u>LIGHTING INSTALLATION</u></b>				
1.01	Supply and install lighting points using 3 x 1.5mm <sup>2</sup> PVC insulated Copper cables to be drawn in 20mm diameter PVC heavy gauge conduits concealed on the ceiling soffit and for one way switching but excluding the fittings and switches. Conduits to be complete with saddles and all other accessories	No	37		
1.02	As Item 1.01 above but for two way switching.	No	46		
1.03	Supply and install 10 Amps rated moulded plate Architrave switches (white in colour) for flush mounting and as crabtree, clipsal or approved equivalent.				
	(a) One gang one way	No	8		
	(b) Two gang one way	No	2		
	(c) Three gang one way	No	1		
1.04	Supply and install 10 Amps rated moulded plate switches(white in colour) for flush mounting and as crabtree, clipsal or approved equivalent.				
	(a) One gang one way	No	1		
	(b) Two gang one way	No	1		
	(c) Two gang two way	No	3		
	(f) One gang Intermediate	No	1		
	<b><u>LIGHT FITTING</u></b>				
1.05	Carefully remove the existing light fittings and handover to the Client	Item	1		
1.06	Supply and install the following lighting fittings as described in technical specification section "F"				
	(a) Type (1)	No	36		
	(b) Type (2)	No	25		
	(c) Type (3)	No	6		
	(d) Type (4)	No	16		
	<b>TOTAL CARRIED FORWARD TO THE NEXT PAGE</b>				

ITEM	DESCRIPTION	UNIT	QTY	RATE KSHS	KSHS
	<i>TOTAL BROUGHT FORWARD FROM THE PREVIOUS PAGE</i>				
	<b><u>POWER INSTALLATION</u></b>				
1.07	Supply and install a heavy gauge PVC conduiting of size 3x50mm diameter from the electrical service duct to the DBs and data/voice reticulation.	M	50		
1.08	Supply and install an adaptable box 400X400mm for the DBs located using 38mm diameter heavy gauge PVC conduits.	No	1		
1.09	Carefully remove the recessed 9 way TPN distribution board incorporating an incomer MCB rated at 100A (without the MCBs) and reinstall it at the server room.	Item	1		
1.10	Supply and install the following miniature circuit breakers (MCB'S) rated at 500Vac for the above Distribution boards.				
	(a) 10A (SP)	No	4		
	(b) 20A (SP)	No	9		
	(c) 30A (SP)	No	0		
	(d) 40A (SP)	No	1		
	(e) 30A (4P+N) to Protect the changeover	No	1		
	(f) Spare Ways Blanking Plates	No	10		
1.11	Supply, deliver, install, test and commission 10KVA free standing Smart online UPS complete with a standby battery bank of upto 8hours all its accessories for the clean power sockets as described in particular description	No	1		
1.12	Carefully remove the recessed 6 way TPN distribution board incorporating an incomer MCB rated at 100A (without the MCBs) and reinstall it at the server room for clean power.	Item	1		
1.13	Supply and install the following miniature circuit breakers (MCB'S) rated at 500Vac for the above Distribution boards.				
	(a) 30A (SP)	No	5		
	(b) Spare Ways Blanking Plates	No	13		
1.14	Supply and install rectangular skirting trunking Type B of dimensions 200X50mm 3 compartment along all walls as indicated complete with bends, endcovers, fixing and all other accessories for mounting. Trunking to be powder coated and white in colour.	M	50		
	<b>TOTAL CARRIED FORWARD TO THE NEXT PAGE</b>				

ITEM	DESCRIPTION	UNIT	QTY	RATE KSHS	KSHS
	<i>TOTAL BROUGHT FORWARD FROM THE PREVIOUS PAGE</i>				
1.14	Supply and install rectangular PVC HG modular trunking of dimensions 200X50mm 2 compartment mounted below the desk complete with all cover, bends, end cover, single/twin mounting boxes and all other accessories. Trunking to be heavy gauge type and white in colour.	M	20		
1.15	Supply and install corrosive resistant floor box for the power and data points with 4No. compartments and cover lid to IP65 floor mounted, recessed and with finish to match the floor.	No.	13		
1.16	Supply and install 13Amps twin switched socket outlet point for using 3 x 2.5mm <sup>2</sup> PVC insulated copper cables drawn in 25mm diameter PVC heavy gauge conduits laid concealed in the floors and walls but without the outlet plates.	No	58		
1.17	Supply and install twin mounting plates for mounting socket outlet plates on the trunking (200mm x 50 mm)	No	58		
1.18	Supply and install Non Standard White 13Amps twin switched socket outlet for the clean power complete with Plugs and as MK, CRABTREE/CLIPSAL e series or approved equivalent.	No	58		
1.19	Supply and install A/C circuits wired using 2x4mm <sup>2</sup> +2.5mm <sup>2</sup> ECC PVC insulated copper cables drawn in 25 mm diameter PVC heavy gauge conduits but excluding the 20 Amps DP switch.	No	9		
1.20	Supply and install flush mounted 20Amps DP switch complete with a pilot lamp and as MK CatNo 5423WHI,CRABTREE or approved equivalent.	No	9		
1.21	Supply and install single mounting plates for mounting data and telephone outlet point on the trunking(200mm x 50 mm)	No	51		
1.22	Supply and install twin data / voice outlet point using 25mm dia PVC heavy gauge conduits complete with a draw wire.	No	51		
1.23	Supply and install television outlet point using 25mm dia PVC heavy gauge conduits.	No	1		
	<b>TOTAL CARRIED FORWARD TO THE NEXT PAGE</b>				

ITEM	DESCRIPTION	UNIT	QTY	RATE KSHS	KSHS
	<i>TOTAL BROUGHT FORWARD FROM THE PREVIOUS PAGE</i>				
1.24	Supply and install television white faceplate and as MK 3521 or approved equivalent.	No	1		
1.25	Provide for security door access control points using 25mm dia PVC heavy gauge conduits complete with draw wire (wiring to be done by others).	No	2		
1.26	Supply and install routing for the closed circuit television (CCTV) system in 25mm HG conduits and metal trunking	No	5		
1.27	Supply and install a cooker circuit wired using 3x6mmsq PVC insulated copper cables drawn in 25mm diameter PVC heavy gauge conduits, but excluding the cooker control and connection units.	No	1		
1.28	Supply and install a 45A rated cooker control unit incorporating a 13Amps switched socket outlet and fitted with pilot lamps and as MK Cat No.506 WHI	No	1		
1.29	Supply and install a cooker connection unit capable of accommodating upto 2x10mmsq cable and as MK Cat 5045 WHI incorporating a 13 amps switched socket outlet and fitted with pilot lamps and as MK Cat No.506 WHI	No	1		
	<b><u>POWER RETICULATION AND DISTRIBUTION</u></b>				
	<b>Supply and install and commission underground cables rated at 600/1000 volts to BS 6346:1989 standards and as East African Cables Ref:6944X:-</b>				
1.30	5x10mm sq single core PVC insulated copper cable drawn in the existing conduits from the Raw power DB to the Main Distribution Boards	M	25		
1.31	Supply and install cable lugs for items above	No.	6		
1.32	5x6.0mm sq single core PVC insulated copper cable drawn in the 32mm conduits from the Main Distribution Boards to the UPS	M	30		
1.33	As item 1.32 above but from UPS to Clean Power DB	M	10		
1.34	Supply and install 150x50 mm galvanized heavy duty cable tray complete with cross members and all other accessories for cable management as power technics Flexi-Tech or equivalent and approved.	M	30		
<b>TOTAL CARRIED FORWARD TO CARRIED FORWARD TO PRICE SUMMARY PAGE</b>					

**1.40 SCHEDULE 2: FIRE ALARM SYSTEM**

ITEM	DESCRIPTION	UNIT	QTY	RATE KSHS	KSHS
	<b>The stated brand of fire alarm items is for purposes of quality and any other brand may be installed as per engineers approval</b>				
1.41	Supply and install fire alarm manual call point wiring done using fire resistant 2x1.5mm <sup>2</sup> PVC copper cables drawn in 20 mm dia PVC heavy gauge conduits but without the manual call	No	2		
1.42	As item 1.41 above but for the sounder beacon with flashing light outlet	No	1		
1.43	Supply and install a resettable addressable manual call point (Break Glass), as Menvier or approved equivalent.	No	2		
1.44	Supply and install addressable fire sounder beacon with flashing light for wall mounting and as Menvier or approved equivalent.	No	1		
1.45	Supply and install smoke detector point wiring done using fire resistant 2x1.5mm <sup>2</sup> PVC insulated copper cables drawn in 20mm dia PVC heavy gauge conduits but without the smoke detector.	No	11		
1.46	Supply and install a smoke detector- photoelectric addressable type complete with the commonbase and as Menvier or approved equivalent.	No	11		
1.47	Supply and install a Heat detector point wiring done using fire resistant 2x1.5mm <sup>2</sup> PVC insulated copper cables drawn in 20mm dia PVC heavy gauge conduits but without the Heat detector.	No	1		
1.48	Supply and install addressable heat detector (rate of rise type) complete with the common base and as MENVIER or approved equivalent.	No	1		
1.49	Supply and install emergency exit point wiring done using fire resistant 2x1.5mm <sup>2</sup> PVC copper cables drawn in 20 mm dia PVC heavy gauge conduits but without the manual call point.	No	5		
1.50	Supply and install 300mm 8w fluorescent emergency EXIT lighting luminaire with 3hour duration and as MENVIER Recessed Safe Edge Order Code RSEM (Menvier product catalogue 2001 pg 31).	No	5		
1.51	Integrate the entire fire alarm system to the existing system, test and commission	Item	1		
	<b>TOTAL CARRIED FORWARD TO CARRIED FORWARD TO PRICE SUMMARY PAGE</b>				

**BILL NO.2 : STRUCTURED CABLING WORKS**

ITEM	DESCRIPTION	UNIT	QTY	RATE	KSHS
	<b>ALL PRICES TO BE IN KSHS</b>				
	<b><u>QUOTE FOR THE SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF THE FOLLOWING ITEMS</u></b>				
<b>2.00</b>	<b><u>HORIZONTAL CABLING</u></b>				
2.01	Supply and install indoor 8 core single mode fiber cable between server room in the left wing and right wing switch room cabinet	Lm	100		
2.02	Siemon Category 6A angled faceplate, SINGLE port white colour complete with fixing screws or approved equivalent.	No.	51		
2.03	Siemon Category 6A, 4pair stranded UTP 3 metre factory terminated patch cords or approved equivalent. Colour to be selected by client.	No.	51		
2.04	Siemon Category 6A, 4pair stranded UTP 1 metre factory terminated patch cords. One side RJ 45 and the other RJ45 or approved equivalent.	No.	51		
2.05	Siemon Category 6A 4pair, 24 AWG, UTP, 10 ohm cable, must exceed ANSI/TIA/EIA-568-B1 requirement or approved equivalent.	Lm	2,600		
2.06	Siemon Category 6A, 4pair stranded UTP 1meter factory terminated patch cords or Approved equivalent.	No.	23		
2.07	Siemon 24 port category 6A UTP (19".0) patch panel to ANSI/TIA/EIA-568A, colour black or approved equivalent.	No.	1		
2.08	Siemon 48 port category 6A UTP (19".0) patch panel to ANSI/TIA/EIA-568A, colour black or approved equivalent.	No.	1		
2.09	Self adhesive Labels for cable labelling(PACKETS OF 200 LABELS EACH)	Item	1		
	<b><u>ACTIVE COMPONENTS AND CABINETS</u></b>				
2.10	42U metal cabinet with a perforated metal door complete 4No fans, power socket 6No, grounding kits and castors.	No.	1		
2.11	24 port Cisco switch model with PoE as described in particular specifications section "F"or approved equivalent.	No.	3		
2.12	Supply, install and configure wall mounted wireless Access point to cover 25M radius complete with the antennae, power over the ethernet and all accessories and As Cisco Series to be wall mounted or approved equivalent.	No.	2		
2.13	Siemon 1U(19".0) horizontal cable managers or approved equivalent.	No.	6		
2.14	Standard IP telephone instruments complete with telephone cord and termination blocks as described in the technical Specifications section F	No.	23		
2.15	Labelling and documentation	lot	1		
2.16	1.5KVA UPS as decribed in technical specifications	No.	1		
2.17	Allow for structured cabling termination at all computer terminals, attendance in power connections, testing and commissioning of the network to TSD-ISO standards.	lot	1		
2.18	Grounding and bounding kit complete with 50mm diameter copper bounding bar and 6mm thick green and yellow wire. The Earthing the system is to be to the approval of the Engineer.	Item	1		
2.19	Provide for integration, configuration and testing to work of the new installation to the existing system installed	lot	1		
	<b>TOTAL FOR STRUCTURED CABLING CARRIED FORWARD TO PRICE SUMMARY PAGE</b>				

**BILL NO.3: AUDIO SYSTEM INSTALLATION WORKS**

ITEM	DESCRIPTION	UNIT	QTY	RATE	KSHS
	<b>ALL PRICES TO BE IN KSHS</b>				
	<b><u>QUOTE FOR THE SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF THE FOLLOWING ITEMS</u></b>				
<b>3.00</b>	<b>CEILING SPEAKER AND CABLING</b>				
3.10	Ceiling loud speaker system complete with surface mount accessories as follows:				
	(a) Passive loudspeaker as described in technical specifications complete with all other accessories	No.	2		
	(b) Passive subwoofer as described in the technical specifications complete with all other accessories	No.	2		
3.20	Suitable Amplifier for the items above as described in technical specifications	No.	1		
3.30	Speaker cable 2x2.0mm sq Pro Audio cable as Proel or an approved equivalent drawn in 20mm sq. HG conduit and complete with all accessories.	LM	100		
3.40	Any other item necessary to complete the installation				
	(a)				
	(b)				
	(c)				
	(d)				
	<b>TOTAL FOR ELECTRICAL WORKS CARRIED FORWARD TO PRICE SUMMARY PAGE</b>				

**PRICE SUMMARY SCHEDULE**

<b>ITEM</b>	<b>DESCRIPTION</b>				<b>TOTAL IN KSHS</b>
<b>1.00</b>	Total for <b>Electrical Installation works</b>				
<b>2.00</b>	Total for <b>Fire Alarm System Installation works</b>				
<b>3.00</b>	Total for <b>Structured Cabling Works</b>				
<b>4.00</b>	Total for <b>Audio System Installation Works</b>				
<b>5.00</b>	Contingency sum of Kenya Shillings Five Hundred Thousand ( <b>Kshs.500,000</b> ) to be expended at the discretion of the Engineer				<b>500,000</b>
<b>6.00</b>	Allow for site supervision by the project engineer Kenya Shillings One Hundred Thousand ( <b>Kshs.100,000</b> )				<b>100,000</b>
	<b>TOTAL PRICE (CARRIED FORWARD TO MAIN DOCUMENT )</b>				

**TOTAL AMOUNT IN WORDS**

.....  
 .....

**TENDERER'S NAME & STAMP**.....

...

**SIGNATURE** .....

**DATE**.....

**P.I.N No.**,.....

**V.A.T CERTIFICATE No.**.....

**WITNESS**.....

**ADDRESS**.....

**SIGNATURE OF WITNESS**.....

**DATE**.....

Ufaa Office Refurbishments

ITEM	DESCRIPTION	UNIT	RATE	AMOUNT
	<p><b><u>PROVISIONAL SUMS</u></b></p> <p><u>The following provisional items are to be measured on completion of the works and priced in accordance with prevailing market rates or deducted in whole if not required</u></p>			
A	Allow a Contingency sum of Kenya shillings Five Hundred Thousand only	Sum		500,000.00
	<b>Total for Provisional Sums to Main Summary</b>		<b>Kshs.</b>	500,000.00

**PROPOSED OFFICE FIT OUT WORKS FOR UNCLAIMED FINANCIAL ASSETS**  
**AUTHORITY AT PACIS CENTRE, WESTLANDS-NAIROBI**  
**W.P ITEM NO.D107/NB/NB/2002 JOB NO.10894 A**

**GRAND SUMMARY**

ITEM	DESCRIPTION	TENDERER'S AMOUNT	OFFICIAL USE ONLY
A	Particular Preliminaries.. page PP/8		
B	General Preliminaries..page GP/16		
C	Builder's Work.. page BW/13		
D	Mechanical Works.. page E/14		
E	Electrical Works..page F/10		
F	Provisional Sums.. page PS/1		
	<b>TOTAL CARRIED TO FORM OF TENDER (VAT Inclusive)</b>		

Amount of tender in words: .....

.....

Tenderer Signature and stamp.....

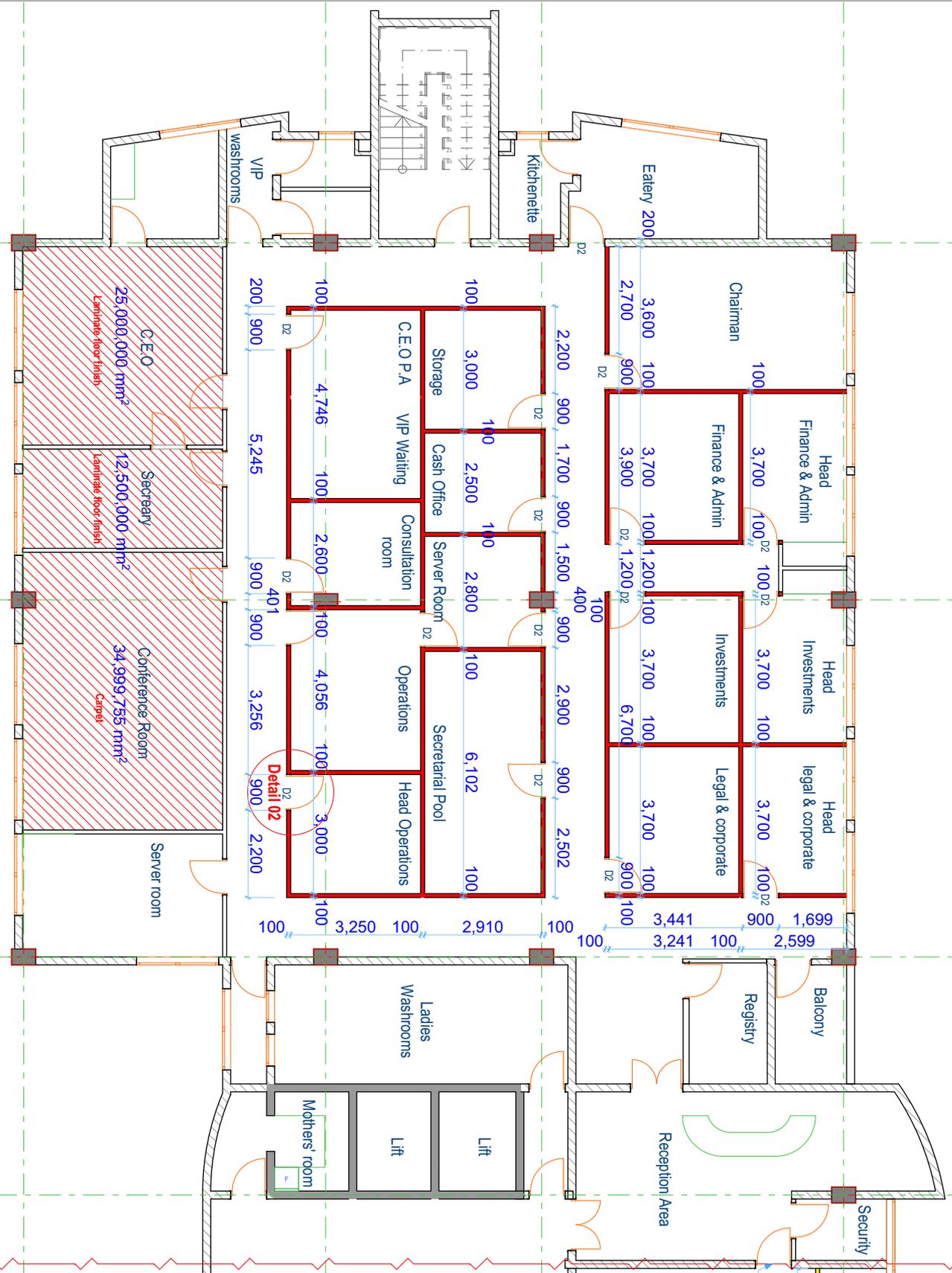
Date.....

Witness: Name and signature.....

Address.....

Date.....

# OCCUPIED OFFICES



**KEY:**  
█ New walls  
█ Demolished walls

**NB:**  
 New walls in the new offices are gypsum walls.  
 New walls in the occupied offices are glass partitioned  
 opened for ventilation as shown in detail

## NOTES

**general**  
 All dimensions are in millimeters unless otherwise stated.  
 All dimensions are to the center of the wall unless otherwise stated.  
 All dimensions are to the center of the door unless otherwise stated.  
 All dimensions are to the center of the window unless otherwise stated.

**construction**  
 All walls are to be constructed in accordance with the relevant building code.  
 All walls are to be constructed in accordance with the relevant building code.  
 All walls are to be constructed in accordance with the relevant building code.

**structural**  
 All structural elements are to be constructed in accordance with the relevant building code.  
 All structural elements are to be constructed in accordance with the relevant building code.  
 All structural elements are to be constructed in accordance with the relevant building code.

**mechanical**  
 All mechanical elements are to be constructed in accordance with the relevant building code.  
 All mechanical elements are to be constructed in accordance with the relevant building code.  
 All mechanical elements are to be constructed in accordance with the relevant building code.

**electrical**  
 All electrical elements are to be constructed in accordance with the relevant building code.  
 All electrical elements are to be constructed in accordance with the relevant building code.  
 All electrical elements are to be constructed in accordance with the relevant building code.

**fire fighting**  
 All fire fighting elements are to be constructed in accordance with the relevant building code.  
 All fire fighting elements are to be constructed in accordance with the relevant building code.  
 All fire fighting elements are to be constructed in accordance with the relevant building code.

**revisions**

**project**  
 PROPOSED CONSTRUCTION OF  
 OFFICE FOR THE UNCLAIMED  
 FINANCIAL ASSETS AUTHORITY,  
 WESTLANDS, NARORI

**drawing title**  
 SECOND FLOOR WING A  
 (OCCUPIED)

**client**  
 UNCLAIMED FINANCIAL ASSETS  
 AUTHORITY

**scale**  
 1:100

**date**  
 2023

**checked by**  
 ARCHITECT

**approved by**  
 ARCHITECT

**date**  
 2023

**scale**  
 1:100

**checked by**  
 ARCHITECT

**approved by**  
 ARCHITECT

**date**  
 2023

**scale**  
 1:100

**checked by**  
 ARCHITECT

**approved by**  
 ARCHITECT

**date**  
 2023

**scale**  
 1:100

**checked by**  
 ARCHITECT

**approved by**  
 ARCHITECT

**date**  
 2023

**scale**  
 1:100

**checked by**  
 ARCHITECT

**approved by**  
 ARCHITECT

**date**  
 2023

**scale**  
 1:100

**checked by**  
 ARCHITECT

**approved by**  
 ARCHITECT

**date**  
 2023

**scale**  
 1:100

**checked by**  
 ARCHITECT

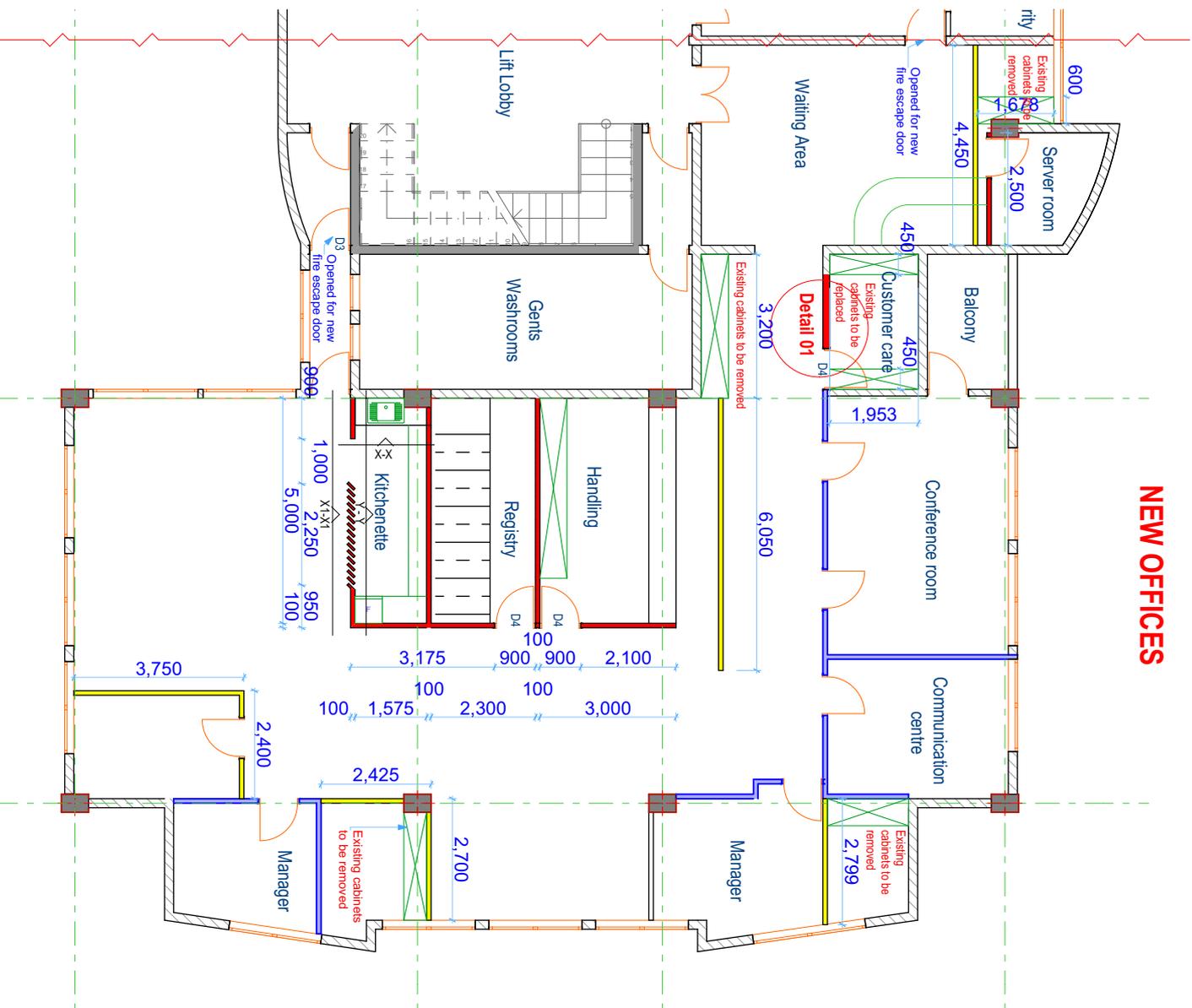
**approved by**  
 ARCHITECT

**date**  
 2023

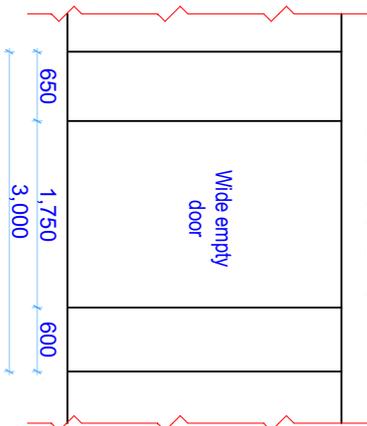


MINISTRY OF TRANSPORT  
 INFRASTRUCTURE, HOUSING AND  
 URBAN DEVELOPMENT  
 STATE DEPARTMENT OF PUBLIC WORKS  
 ARCHITECTURAL DEPARTMENT  
 FOR THE GOVERNMENT OF THE  
 REPUBLIC OF KENYA

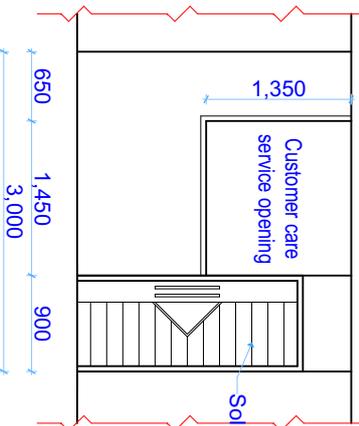
# NEW OFFICES



## EXISTING OPENING



## PROPOSED OPENING



## DETAIL 01

- KEY:**
- New walls
  - Demolished walls

**NB:**  
 New walls in the new offices are gypsum walls.  
 New walls in the occupied offices are glass partitioned opened for ventilation as shown in detail

### NOTES

- general**  
 All dimensions are in millimetres unless otherwise stated.  
 All work shall be in accordance with the latest editions of the relevant standards and specifications.  
 The contractor shall be responsible for obtaining all necessary permits and approvals.  
 All work shall be completed within the specified time frame.
- construction**  
 All work shall be completed in accordance with the specifications and standards.  
 The contractor shall be responsible for the quality and safety of the work.  
 All work shall be completed within the specified time frame.
- structural**  
 All work shall be completed in accordance with the specifications and standards.  
 The contractor shall be responsible for the structural integrity of the work.  
 All work shall be completed within the specified time frame.
- mechanical**  
 All work shall be completed in accordance with the specifications and standards.  
 The contractor shall be responsible for the mechanical systems of the work.  
 All work shall be completed within the specified time frame.
- electrical**  
 All work shall be completed in accordance with the specifications and standards.  
 The contractor shall be responsible for the electrical systems of the work.  
 All work shall be completed within the specified time frame.
- fire fighting**  
 All work shall be completed in accordance with the specifications and standards.  
 The contractor shall be responsible for the fire fighting systems of the work.  
 All work shall be completed within the specified time frame.

**Project:** PROPOSED CONSTRUCTION OF OFFICE FOR THE UNCLAIMED FINANCIAL ASSETS AUTHORITY, WESTLANDS, NARORI

**Drawing title:** SECOND FLOOR WING B (NEW)

**Folder no.:**

**Client:** UNCLAIMED FINANCIAL ASSETS AUTHORITY

**Client Signature:**

**Scale:**

Scale	1	2	3
1			
2			
3			

**Project info:**

Project no.	Name	Issued	Date

**Drawn by:** [Name]  
**Checked by:** [Name]  
**Approved by:** [Name]

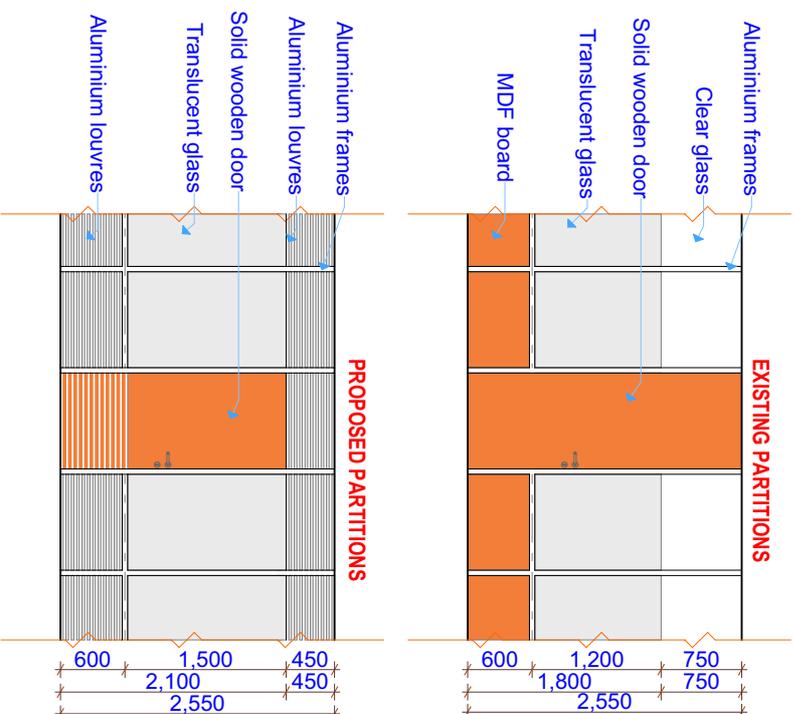
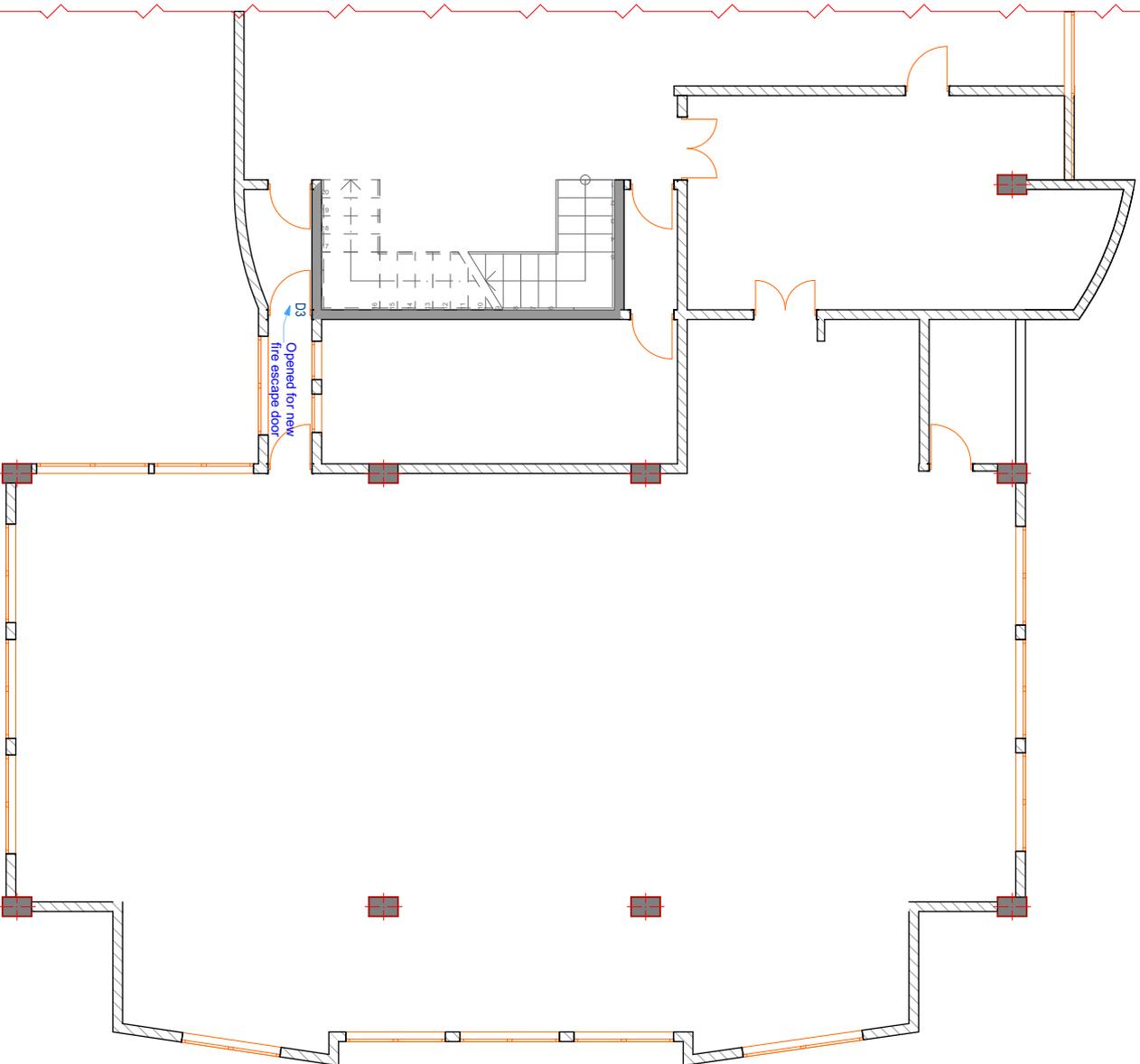
**Architect S.K. Muli ODM**

**Chief Architect:** [Name] **Signed:** [Signature]

**MINISTRY OF TRANSPORT, INFRASTRUCTURE, HOUSING AND URBAN DEVELOPMENT**  
 STATE DEPARTMENT OF PUBLIC WORKS  
 ARCHITECTURAL DEPARTMENT

**FOR THE GOVERNMENT OF THE REPUBLIC OF KENYA**

# THIRD FLOOR



**DETAIL O2**

## NOTES

- General**  
All dimensions are in millimeters unless otherwise specified. All dimensions are to the center line of walls and columns unless otherwise specified.
- Construction**  
All work to be carried out in accordance with the relevant codes of practice and standards.
- Structural**  
All structural work shall be carried out in accordance with the relevant codes of practice and standards.
- Mechanical**  
All mechanical work shall be carried out in accordance with the relevant codes of practice and standards.
- Electrical**  
All electrical work shall be carried out in accordance with the relevant codes of practice and standards.
- Fire fighting**  
All fire fighting work shall be carried out in accordance with the relevant codes of practice and standards.

## revisions

no.	description

**PROJECT**  
PROPOSED CONSTRUCTION OF OFFICE FOR THE UNCLAIMED FINANCIAL ASSETS AUTHORITY, WESTLANDS, NARORI

**drawing title**  
THIRD FLOOR PLAN

**client**  
UNCLAIMED FINANCIAL ASSETS AUTHORITY

**client signature**

no.	description	date
1	Issue for tender	
2	Issue for construction	
3	Issue for completion	

**APPROVED**  
Architect S.K. Muli ODM

**Chief Architect** Signed



FOR THE GOVERNMENT OF THE REPUBLIC OF KENYA

Symbol	Profile	Iron Mongary	Location	Quantity	Remarks
D3		High security multi point lock to specialist's specs and Architect's approval	Emergency exit on 2nd & 3rd floors	2	Galvanized steel door with powder coating painting to specialist's specification and Architect's approval
D4		5 lever mortice lock automatic deadlocking 2no. aluminium door handles Bearing ss hinges with screws Door stop complete with 38mm rawl bolt 2no. ss door closer	Registry, handling, customer care	3	Wrot prime grade solid door frame 200x75mm transome with four labours 100x50mm door frame with two labour plugged 100x20mm architrave 25mm quadrant 20x20mm glazing bead
D2		As they exist in the occupied office	As they exist in the occupied office	16	Solid wooded door as they exist in the occupied offices, to be cut and installed with louvers 600mm from, as described

**NOTES**

**general**  
 All work shall be done in accordance with the relevant standards and specifications of the Ministry of Infrastructure, Housing and Urban Development, Nairobi.  
 The contractor shall be responsible for obtaining all necessary permits and approvals from the relevant authorities.  
 The contractor shall be responsible for the safety of the work and the site during the construction process.  
 All work shall be done in accordance with the relevant standards and specifications of the Ministry of Infrastructure, Housing and Urban Development, Nairobi.  
 The contractor shall be responsible for obtaining all necessary permits and approvals from the relevant authorities.  
 The contractor shall be responsible for the safety of the work and the site during the construction process.

**mechanical**  
 All work shall be done in accordance with the relevant standards and specifications of the Ministry of Infrastructure, Housing and Urban Development, Nairobi.  
 The contractor shall be responsible for obtaining all necessary permits and approvals from the relevant authorities.  
 The contractor shall be responsible for the safety of the work and the site during the construction process.

**fire fighting**  
 All work shall be done in accordance with the relevant standards and specifications of the Ministry of Infrastructure, Housing and Urban Development, Nairobi.  
 The contractor shall be responsible for obtaining all necessary permits and approvals from the relevant authorities.  
 The contractor shall be responsible for the safety of the work and the site during the construction process.

**electrical**  
 All work shall be done in accordance with the relevant standards and specifications of the Ministry of Infrastructure, Housing and Urban Development, Nairobi.  
 The contractor shall be responsible for obtaining all necessary permits and approvals from the relevant authorities.  
 The contractor shall be responsible for the safety of the work and the site during the construction process.

**revisions**

**Project**  
 PROPOSED CONSTRUCTION OF OFFICE FOR THE UNCLAIMED FINANCIAL ASSETS AUTHORITY, WESTLANDS, NAROB

**drawing title**  
 DOOR DETAILS

**Rev. no.**

**client name**  
 UNCLAIMED FINANCIAL ASSETS AUTHORITY

**client code**

**scale**

**project no.**

**date**

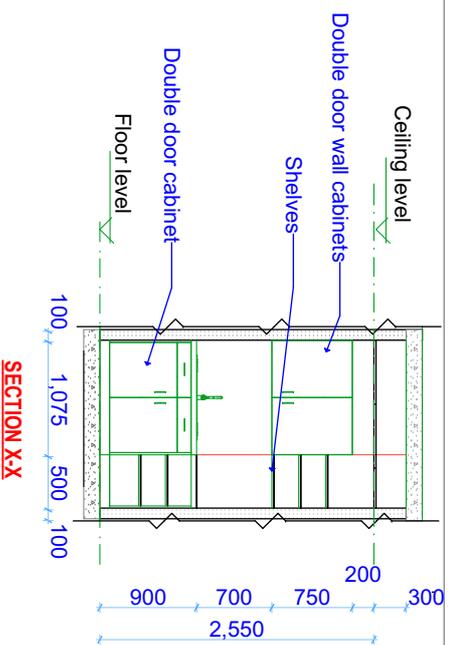
**checked by**  
 ARCHITECT

**approved by**  
 ARCHITECT

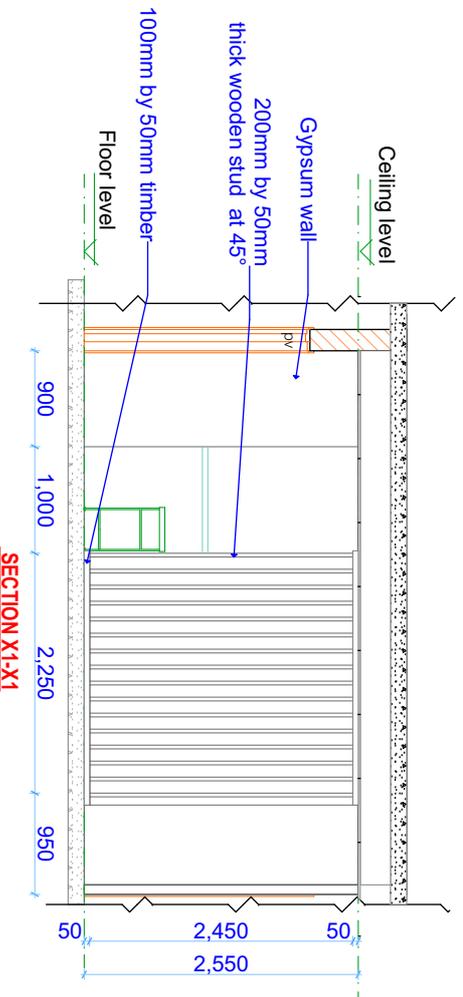
**Chief Architect**  
 Signed



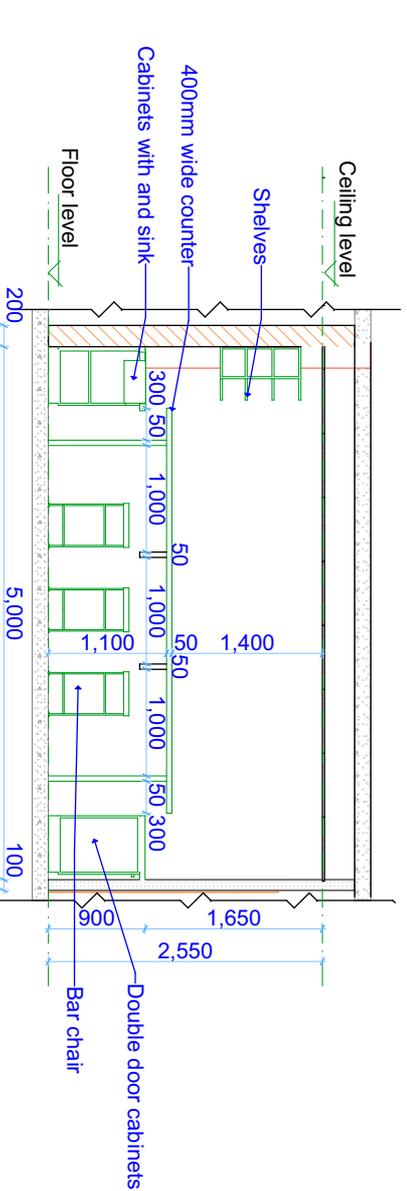
FOR THE GOVERNMENT OF THE REPUBLIC OF KENYA



SECTION XX



SECTION X1-X1



SECTION Y-Y

**NOTES**

- general**
  - All dimensions are in millimeters unless otherwise stated.
  - Dimensions are given to the center line of the object unless otherwise stated.
  - Dimensions are given to the center line of the object unless otherwise stated.
- construction**
  - All work shall be in accordance with the relevant standards and specifications.
  - All work shall be in accordance with the relevant standards and specifications.
  - All work shall be in accordance with the relevant standards and specifications.
- structural**
  - All structural work shall be in accordance with the relevant standards and specifications.
  - All structural work shall be in accordance with the relevant standards and specifications.
  - All structural work shall be in accordance with the relevant standards and specifications.
- mechanical**
  - All mechanical work shall be in accordance with the relevant standards and specifications.
  - All mechanical work shall be in accordance with the relevant standards and specifications.
  - All mechanical work shall be in accordance with the relevant standards and specifications.
- electrical**
  - All electrical work shall be in accordance with the relevant standards and specifications.
  - All electrical work shall be in accordance with the relevant standards and specifications.
  - All electrical work shall be in accordance with the relevant standards and specifications.
- fire fighting**
  - All fire fighting work shall be in accordance with the relevant standards and specifications.
  - All fire fighting work shall be in accordance with the relevant standards and specifications.
  - All fire fighting work shall be in accordance with the relevant standards and specifications.

no.	description

**Project**  
 PROPOSED CONSTRUCTION OF OFFICE FOR THE UNCLAIMED FINANCIAL ASSETS AUTHORITY, WESTLANDS, NARORI

**drawing title**  
 KITCHENETTE DETAILS

**client**  
 UNCLAIMED FINANCIAL ASSETS AUTHORITY

**client signature**  
 code

code	description

no.	description

**APPROVED**  
 Architect S.K. Muli ODM

**Chief Architect**  
 Signed

