



MINISTRY OF NATIONAL TREASURY & PLANNING

PROPOSED OFFICE PARTITIONING FOR KIPPRA ON 2ND FLOOR, BISHOP GARDEN TOWERS, BISHOP RD – NAIROBI (RESERVED FOR AGPO)

TENDER DOCUMENTS

TENDER No.: KP/ONT/09/2023-2024

W.P. ITEM NO. D107 /NB/NB/2202 JOB NO. 11100A

EMPLOYER

KIPPRA
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NAIROBI

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P.O. BOX 30743-00100
NAIROBI

FEBRUARY, 2024



TENDER DOCUMENT

FOR

**PROPOSED OFFICE PARTITIONING FOR KIPPRA ON 2ND FLOOR,
BISHOP GARDEN TOWERS, BISHOP RD – NAIROBI**

(PROCUREMENT OF WORKS (BUILDING AND ASSOCIATED CIVIL ENGINEERING WORKS))

RESERVED FOR AGPO

TENDER No.: KP/ONT/09/2023-2024

W.P. ITEM NO. D107 /NB/NB/2202 JOB NO. 11100A

**SUBMISSION DEADLINE – TUESDAY 27th FEBRUARY, 2024 AT
11.00 A.M.**

TO BE SUBMITTED TO:

**7th FLOOR (KIPPRA TENDER BOX),
BISHOP GARDEN TOWERS – NAIROBI
P.O.BOX 58535 -00200
TEL : +254-02-3244000
NAIROBI, KENYA
E-mail : supplychain@kippra.or.ke
Website: www.kippra.or.ke**

**PROPOSED OFFICE PARTITIONING FOR KIPPRA ON 2ND FLOOR,
BISHOP GARDEN TOWERS, BISHOP RD – NAIROBI**

**RESERVED FOR AGPO
TENDER No.: KP/ONT/09/2023-2024**

W.P. ITEM NO. D107 /NB/NB/2202 JOB NO. 11100A

Prepared by: -
**Quantities and Contracts Department,
State Department for Public Works,
Ministry of Lands, Public Works, Housing & Urban Development,
P. O. Box 30743-00100,
Nairobi.**

The contract for the above-mentioned works entered into this..... day of 2024 by the undersigned refers to these Tender Documents and the MINISTRY OF LANDS, PUBLIC WORKS, HOUSING & URBAN DEVELOPMENT and public General Specification dated March, 1976 (together with any amendments issued thereto) shall be read and construed as part of the said contract.

.....
THE CONTRACTOR

.....
THE EXECUTIVE DIRECTOR

**KENYA
INSTITUTE FOR PUBLIC POLICY RESEARCH AND
ANALYSIS**

Date:

Date:

SPECIAL NOTES

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

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

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

SIGNATURE PAGE AND NOTES

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**TENDER DOCUMENTS FOR PROCUREMENT OF WORKS (BUILDING AND ASSOCIATED
CIVIL ENGINEERING WORKS)**

1) NAME AND CONTACT ADDRESSES OF PROCURING ENTITY

Name: THE EXECUTIVE DIRECTOR - KENYA INSTITUTE FOR PUBLIC POLICY RESEARCH AND ANALYSIS
Address: P. O. Box 56445 - 00200 Nairobi

Email address...

supplychain@kippra.or.ke.....

2) Invitation to Tender (ITT) No: **KP/ONT/09/2023-2024**

(W.P. ITEM NO. D107/NB/NB/2202 JOB NO. 11100A)

3) Tender Name: **PROPOSED OFFICE PARTITIONING FOR KIPPRA ON 2ND FLOOR,
BISHOP GARDEN TOWERS, BISHOP RD – NAIROBI**

INVITATION TO TENDER (Dated 13th February 2024)

PROCURING ENTITY: KENYA INSTITUTE FOR PUBLIC POLICY RESEARCH AND ANALYSIS

CONTRACT NAME AND DESCRIPTION: PROPOSED OFFICE PARTITIONING FOR KIPRA ON 2ND FLOOR, BISHOP GARDEN TOWERS, BISHOP RD – NAIROBI

1. THE EXECUTIVE DIRECTOR - KENYA INSTITUTE FOR PUBLIC POLICY RESEARCH AND ANALYSIS invites sealed tenders for the construction of the **PROPOSED OFFICE PARTITIONING FOR KIPRA ON 2ND FLOOR, BISHOP GARDEN TOWERS, BISHOP RD – NAIROBI**
2. Tendering will be conducted under open competitive method National using a standardized tender document. Tendering is **Reserved for AGPO** (all qualified and interested firms owned by Youth, Women and PWDs).
3. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours *0900 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 Kshs. 1,000.00 in cash or Banker's Cheque and payable to the address given below. Tender documents may be obtained electronically from the Website(s) www.kippra.or.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.kippra.or.ke or www.tenders.go.ke. Tenderers who download the tender document must forward their particulars immediately to supplychain@kippra.or.ke to facilitate any further clarification or addendum.
6. Tenders shall be quoted be in Kenya Shillings and shall include all taxes. Tenders shall remain valid for **210 days** from the date of opening of tenders.
7. All Tenders must be accompanied by a ***duly filled, signed and stamped Tender Securing Declaration***
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 ***As indicated in tender advertisement***. 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.
12. The addresses referred to above are:

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

1. Name of Procuring Entity: **THE EXECUTIVE DIRECTOR - KENYA INSTITUTE FOR PUBLIC POLICY RESEARCH AND ANALYSIS**
2. Physical address for hand Courier Delivery to an office or Tender Box (***As indicated in tender advertisement***)
3. Postal Address: **P. O. Box 56445 - 00200 Nairobi**
4. Deputy Director, Supply Chain Management supplychain@kippra.or.ke

B. Address for Submission of Tenders.

- 1) Name of Procuring Entity: **THE EXECUTIVE DIRECTOR - KENYA INSTITUTE FOR PUBLIC POLICY RESEARCH AND ANALYSIS**
- 2) Postal Address: **P. O. Box 56445 - 00200 Nairobi** (Attn: THE EXECUTIVE DIRECTOR)
- (1) Physical address for hand Courier Delivery to an office or Tender Box (*As indicated in tender advertisement*)

C. Address for Opening of Tenders.

- 1) Name of Procuring Entity: **THE EXECUTIVE DIRECTOR - KENYA INSTITUTE FOR PUBLIC POLICY RESEARCH AND ANALYSIS**
- 2) Physical address for the location: **P. O. Box 56445 - 00200 Nairobi**

THE EXECUTIVE DIRECTOR

KENYA INSTITUTE FOR PUBLIC POLICY RESEARCH AND ANALYSIS

Name _____

(Official of the Procuring Entity issuing the invitation)

Designation _____

Signature _____

Date

KIPPRA reserves the right to accept or reject any tender and may annul the tendering process and reject all tenders at any time prior to contract award without thereby incurring any liability to the affected tenderer or tenderers.

PART 1: TENDERING PROCEDURES

SECTION I - INSTRUCTIONS TO TENDERERS

A GENERAL PROVISIONS

1.0 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.

1.2 Throughout this tendering document:

- a) The term “inwriting” means communicated in written form (e.g. by mail, e-mail, fax, including if specified in the TDS, distributed or received through the electronic-procurement system used by the Procuring Entity) with proof of receipt;
- b) if the context so requires, “singular” means “plural” and vice versa;
- c) “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Procuring Entity. It excludes official public holidays.

2.0 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 Tenderers shall permit and shall cause their agents (whether declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Procuring Entity to inspect all accounts, records and other documents relating to any initial selection process, pre-qualification process, tender submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Procuring Entity.

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. 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.

3.0 Eligible tenderers

3.1 A Tenderer may be a firm that is a private entity, a state-owned enterprise or institution subject to ITT 3.8, or an individual or any combination of such entities in the form of a joint venture (JV) under an existing agree mentor with the intent to enter in to such an agreement supported by a letter of intent. 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. 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. 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;
 - b) Receives or has received any direct or indirect subsidy from another tenderer;
 - c) Has the same legal representative as another tenderer;
 - 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;
 - e) Any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods or works that are the subject of the tender;
 - f) Any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as a consultant for Contract implementation;
 - g) Would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the contract specified in this Tender Document;
 - h) Has a close business or personal relationship with senior management or professional staff of the Procuring Entity who has the ability to influence the bidding process and:
 - i) Are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract; or
 - ii) May be involved in the implementation or supervision of such Contract unless the 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.
- 34** A tenderer shall not be involved in corrupt, coercive, obstructive or fraudulent practice. A tenderer that is proven to have been involved in any of these practices shall be automatically disqualified
- 35** A Tenderer (either individually or as a JV member) shall not participate in more than one Tender, except for permitted alternative tenders. This includes participation as a subcontractor in other Tenders. Such participation shall result in the disqualification of all Tenders in which the firm is involved. Members of a joint venture may not also make an individual tender, be a sub-contractor in a separate tender or be part of another joint venture for the purposes of the same Tender. A firm that is not a tenderer or a JV member may participate as a subcontractor in more than one tender.
- 36** A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT3.9. 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 sub-contractors or sub-consultants for any part of the Contract including related Services.
- 37** A Tenderer that has been debarred from participating in public procurement shall be ineligible to tender or be awarded a contract. The list of debarred firms and individuals is available from the website of PPRA www.ppra.go.ke.
- 38** A Tenderer that is a state-owned enterprise or a public institution in Kenya may be eligible to tender and be awarded Contract(s) only if it is determined by the Procuring Entity to meet the following conditions, i.e. if it is:
- i) A legal public entity of Government and/or public administration,
 - ii) financially autonomous and not receiving any significant subsidies or budget support from any public entity or Government, and;
 - (iii) operating under commercial law and vested with legal rights and liabilities similar to any commercial enterprise to enable it compete with firms in the private sector on an equal basis.
- 39** Firms and individuals shall be ineligible if their countries of origin are:
- (a) As a matter of law or official regulations, Kenya prohibits commercial relations with that country;
 - (b) By an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of 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, local sub-contracts and labor) from citizen suppliers and contractors. To this end, a foreign tenderer shall provide in its tender documentary evidence that this requirement is met. Foreign tenderers not meeting this criterion will be automatically disqualified. Information required to enable the Procuring Entity determine if this condition is met shall be provided for this purpose in “*SECTION II - EVALUATION AND QUALIFICATION CRITERIA, Item 9*”.
- 3.11** Pursuant to the eligibility requirements of ITT 3.10, a tender is considered a foreign tenderer, If it is registered in Kenya and has less than 51 percent ownership by nationals of Kenya and if it does not subcontract to foreign firms or individuals more than 10 percent of the contract price, excluding provisional sums. JVs are considered as foreign tenderers if the individual member firms registered in Kenya have less 51 percent ownership by nationals of Kenya. The JV shall not subcontract to foreign firms more than 10 percent of the contract price, excluding provisional sums.
- 3.12** The National Construction Authority Act of Kenya requires that all local and foreign contractors be registered with the National Construction Authority and be issued with a Registration Certificate before they can undertake any construction works in Kenya. Registration shall not be a condition for tender, but it shall be a condition of contract award and signature. A selected tenderer shall be given opportunity to register before such award and signature of contract. Application for registration with National Construction Authority may be accessed from the website www.nca.go.ke.
- 3.13** The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website www.cak.go.ke.
- 3.14** A Kenyan tenderer shall be eligible to tender if it provides evidence of having fulfilled his/her tax obligations by producing valid tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority.
- 40 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 ineligible under ITT 3.9. At the Procuring Entity's request, Tenderers may be required to provide evidence of the origin of Goods, equipment and services.
- 4.2** Any goods, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment shall not be eligible for procurement.
- 50 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 and inspect the Site of the Works and its surroundings and obtain all information that may be necessary for preparing the tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be 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 liability arising from death or personal injury, loss of or damage to property, and any other losses and expenses incurred as a result of the examination and inspection.

- 54 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

60 Sections of Tender Document

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

PART 1: Tendering Procedures

Section I – Instructions to Tenderers

Section II – Tender Data Sheet (TDS)

Section III- Evaluation and Qualification

Criteria Section IV – Tendering Forms

PART 2: Works' Requirements

Section V - Bills of Quantities

Section VI - Specifications

Section VII - Drawings

PART 3: Conditions of Contract and Contract Forms

Section VIII - General Conditions (GCC)

Section IX - Special Conditions of Contract

Section X- Contract Forms

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

- 63 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.

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

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

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

- 73 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.

- 74 Minutes of a pre-arranged site visit and those of the pre-tender meeting, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting,

will be transmitted promptly to all Tenderers who have acquired the Tender Documents. Minutes shall not identify the source of the questions asked.

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

80 Amendment of Tender Documents

- 81 At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the Tender Documents by issuing addenda.
- 82 Any addendum issued shall be part of the Tender Documents and shall be communicated in writing to all who have obtained the Tender Documents from the Procuring Entity. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's website in accordance with ITT 7.5.
- 83 To give Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity should extend the dead line for the submission of Tenders, pursuant to ITT 22.2.

C. PREPARATION OF TENDERS

9. Cost of Tendering

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

10.0 Language of Tender

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

11.0 Documents Comprising the Tender

11.1 The Tender shall comprise the following:

- a) Form of Tender prepared in accordance with ITT 12;
- b) Schedules including priced Bill of Quantities, completed in accordance with ITT 12 and ITT 14;
- c) Tender Security or Tender-Securing Declaration, in accordance with ITT 19.1;
- d) Alternative Tender, if permissible, in accordance with ITT 13;
- e) **Authorization**: written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 20.3;
- f) **Qualifications**: documentary evidence in accordance with ITT 17 establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted;
- g) **Conformity**: a technical proposal in accordance with ITT 16;
- h) Any other document required in the **TDS**.

- 11.2 In addition to the requirements under ITT 11.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender, together with a copy of the proposed JV Agreement. Change of membership and conditions of the JV prior to contract signature will render the tender liable for disqualification.

12.0 Form of Tender and Schedules

- 12.1 The Form of Tender and Schedules, including the Bill of Quantities, shall be prepared using the relevant 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. The Tenderer shall chronologically serialize all pages of the tender documents submitted.
- 12.2 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.

13. Alternative Tenders

- 13.1 Unless otherwise specified in the TDS, alternative Tenders shall not be considered.
- 13.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the **TDS**, and the method of evaluating different alternative times for completion will be described in Section III, Evaluation and Qualification Criteria.
- 13.3 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.
- 13.4 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.

14.0 Tender Prices and Discounts

- 14.1 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.
- 14.2 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.
- 14.3 The price to be quoted in the Form of Tender, in accordance with ITT 12.1, shall be the total price of the Tender, including any discounts offered.
- 14.4 The Tenderer shall quote any discounts and the methodology for their application in the Form of Tender, in accordance with ITT 12.1.
- 14.5 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.
- 14.6 Where tenders are being invited for individual lots (contracts) or for any combination of lots (packages), tenderers wishing to offer discounts for the award of more than one Contract shall specify in their Tender the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITT 14.4, provided the Tenders for all lots (contracts) are opened at the same time.

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

15.0 Currencies of Tender and Payment

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

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

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

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

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

16.0 Documents Comprising the Technical Proposal

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

17.0 Documents Establishing the Eligibility and Qualifications of the Tenderer

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

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

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

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

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

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

17.7 All information provided by the tenderer pursuant to these requirements must be complete, current and accurate

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

- 178** 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.
- 179** 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 pending the outcome of (iii),
 - iii) the tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other person have committed any criminal offence.
- 17.10** 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 of ITT 17.8 will ensue unless the tenderer can show to the reasonable satisfaction of the Procuring Entity that any such act was not material, or was due to genuine error which was not attributable to the intentional act, negligence or recklessness of the tenderer.

18.0 Period of Validity of Tenders

- 18.1.** Tenders shall remain valid for the Tender Validity period specified in the **TDS**. The Tender Validity period starts from the date fixed for the Tender submission deadline (as prescribed by the Procuring Entity in accordance with ITT 22). A tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.
- 18.2** In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may 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 19, it shall also be extended for thirty (30) days beyond the deadline of the extended validity period. A Tenderer may refuse the request without forfeiting its Tender security. A Tenderer granting the request shall not be required or permitted to modify its Tender.

19.0 Tender Security

- 191** 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.
- 192** If a Tender Security is specified pursuant to ITT 19.1, the Tender Security shall be a demand guarantee in any of the following forms at the Tenderer's option:
- i) cash;
 - ii) a bank guarantee;
 - iii) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority;
 - (iv) a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya, from a reputable source, and an eligible country.
- 193** If an unconditional bank guarantee is issued by a bank located outside Kenya, the issuing bank shall have a correspondent bank located in Kenya to make it enforceable. The Tender Security shall be valid for thirty (30) days beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT 18.2.
- 194** 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.
- 195** If a Tender Security is specified pursuant to ITT 19.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the Contract and furnishing the Performance Security and any other documents required in the **TDS**. The Procuring Entity shall also promptly

return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non-responsive or a bidder decline to extend tender validity period.

- 196** 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.
- 197** The Tender Security may be forfeited or the Tender-Securing Declaration executed:
- a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Form of Tender, or any extension there to provided by the Tenderer; or
 - b) if the successful Tenderer fails to: -
 - i) sign the Contract in accordance with ITT47; or
 - ii) furnish a Performance Security and if required in the TDS, and any other documents required in the TDS.
- 198** Where tender securing declaration is executed, the Procuring Entity shall recommend to the PPRA to debar the Tenderer from participating in public procurement as provided in the law.
- 199** The Tender Security or the Tender-Securing Declaration of a JV shall be in the name of the JV that submits the Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of tendering, the Tender Security or the Tender-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITT 4.1 and ITT 11.2.
- 19.10** A tenderer shall not issue a tender security to guarantee itself.

200 Format and Signing of Tender

- 201** The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 11 and clearly mark it "ORIGINAL." Alternative Tenders, if permitted in accordance with ITT 13, shall be clearly marked "ALTERNATIVE." In addition, the Tenderer shall submit copies of the Tender, in the number specified in the TDS and clearly mark them "COPY." In the event of any discrepancy between the origin a land the copies, the original shall prevail.
- 202** 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.
- 203** 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.
- 204** Incase the Tenderer is a JV, the Tender shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 205** 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

210 Sealing and Marking of Tenders

- 21.1** The Tenderer shall deliver the Tender in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the Tender, addressed to the Procuring Entity and a warning not to open before the time and date for Tender opening date. Within the single envelope, package or container, the Tenderer shall place the following separate, sealed envelopes:
- a) in an envelope or package or container marked "ORIGINAL", all documents comprising the Tender, as described in ITT 11; and
 - b) in 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 13, and if relevant:

- i) in an envelope or package or container marked “ORIGINAL –ALTERNATIVE TENDER”, the alternative Tender; and
- ii) in the envelope or package or container marked “COPIES- ALTERNATIVE TENDER”, all required copies of the alternative Tender.

The inner envelopes or packages or containers shall:

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

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

220 Deadline for Submission of Tenders

221 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**.

222 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.

23.0 Late Tenders

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

240 Withdrawal, Substitution, and Modification of Tenders

241 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 20.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:

- a) prepared and submitted in accordance with ITT 20 and ITT 21 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION;” and
- b) received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 22.

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

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

25 Tender Opening

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

252 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.

253 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.

- 254 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.
- 255 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.
- 256 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further for evaluation. The Form of Tender and pages of the Bill of Quantities (to be decided on by the tender opening committee) are to be initialed by the members of the tender opening committee attending the opening.
- 257 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 23.1).
- 258 The Procuring Entity shall prepare minutes of the Tender Opening that shall include, as a minimum: -
- a) the name of the Tenderer and whether there is a withdrawal, substitution, or modification;
 - b) the Tender Price, per lot (contract) if applicable, including any discounts;
 - c) any alternative Tenders;
 - d) the presence or absence of a Tender Security, if new as required;
 - e) number of pages of each tender document submitted.
- 259 The Tenderers' representatives who are present shall be requested to sign the minutes. The omission of a Tenderer's signature on the minutes shall not invalidate the contents and effect of the minutes. A copy of the tender opening register shall be distributed to all Tenderers.

E. EVALUATION AND COMPARISON OF TENDERS

26 Confidentiality

- 261 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 43.
- 262 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.
- 263 Notwithstanding ITT 26.2, from the time of tender opening to the time of contract award, if a tenderer wishes to contact the Procuring Entity on any matter related to the tendering process, it shall do so in writing.

27.0 Clarification of Tenders

- 27.1 To assist in the examination, evaluation, and comparison of the tenders, and qualification of the tenderers, the Procuring Entity may, at its discretion, ask any tenderer for a clarification of its tender, given a reasonable time for 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 31.
- 27.2 If a tenderer does not provide clarifications of its tender by the date and time set in the Procuring Entity's request for clarification, its Tender may be rejected.

28.0 Deviations, Reservations, and Omissions

- 28.1 During the evaluation of tenders, the following definitions apply: -
- a) “*Deviation*” is a departure from the requirements specified in the tender document;
 - b) “*Reservation*” is the setting of limiting conditions or withholding from complete acceptance of the

- requirements specified in the tender document; and
- c) “*Omission*” is the failure to submit part or all of the information or documentation required in the Tender document.

29.0 Determination of Responsiveness

- 29.1** The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the tender itself, as defined in ITT 11.
- 29.2** A substantially responsive Tender is one that meets the requirements of the Tender document 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;
 - b) limit in any substantial way, inconsistent with the tender document, the Procuring Entity's rights or the tenderer's obligations under the proposed contract;
 - c) if rectified, would unfairly affect the competitive position of other tenderers presenting substantially responsive tenders.
- 29.3** The Procuring Entity shall examine the technical aspects of the tender submitted in accordance with ITT 16, to confirm that all requirements of Section VII, Works' Requirements have been met without any material deviation, reservation or omission.
- 29.4** If a tender is not substantially responsive to the requirements of the tender document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

30.0 Non-material Non-conformities

- 30.1** Provided that a tender is substantially responsive, the Procuring Entity may waive any non-conformities in the tender.
- 30.2** Provided that a Tender is substantially responsive, the Procuring Entity may request that the tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities in the tender related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the price of the tender. Failure of the tenderer to comply with the request may result in the rejection of its tender.
- 30.3** Provided that a tender is substantially responsive, the Procuring Entity shall rectify quantifiable non-material non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the TDS.

31.0 Arithmetical Errors

- 31.1** The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.
- 31.2** Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis: -
- a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.
 - b) 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. and
 - c) if there is a discrepancy between words and figures, the amount in words shall prevail
- 31.3** Tenderers shall be notified of any error detected in their bid during the notification of award.

32.0 Conversion to Single Currency

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

330 Margin of Preference and Reservations

- 331** A margin of preference may be allowed only when the contract is open to international competitive tendering where foreign contractors are expected to participate in the tendering process and where the contract exceeds the value/threshold specified in the Regulations.
- 332** A margin of preference shall not be allowed unless it is specified so in the **TDS**.
- 333** Contracts procured on basis of international competitive tendering shall not be subject to reservations exclusive to specific groups as provided in ITT 33.4.
- 334** Where it is intended to reserve a contract to a specific group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case may be), and who are appropriately registered as such by the authority to be specified in the **TDS**, a procuring entity shall ensure that the invitation to tender specifically indicates that only businesses or firms belonging to the specified group are eligible to tender. No tender shall be reserved to more than one group. If not so stated in the Invitation to Tender and in the Tender documents, the invitation to tender will be open to all interested tenderers.

340 Nominated Subcontractors

- 341** Unless otherwise stated in the **TDS**, the Procuring Entity does not intend to execute any specific elements of the Works by subcontractors selected/nominated by the Procuring Entity. In case the Procuring Entity nominates a subcontractor, the subcontract agreement shall be signed by the Subcontractor and the Procuring Entity. The main contract shall specify the working arrangements between the main contractor and the nominated subcontractor.
- 342** Tenderers may propose sub-contracting up to the percentage of total value of contracts or the volume of works as specified in the **TDS**. Subcontractors proposed by the Tenderer shall be fully qualified for their parts of the Works.
- 343** Domestic subcontractor's qualifications shall not be used by the Tenderer to qualify for the Works unless their specialized parts of the Works were previously designated so by the Procuring Entity in the **TDS** 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.

35. Evaluation of Tenders

- 35.1** 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 Lowest Evaluated Tender in accordance with ITT 40.
- 35.2** To evaluate a Tender, the Procuring Entity shall consider the following:
- a) Price adjustment in accordance with ITT 31.1 (iii); excluding provisional sums and contingencies, if any, but including Daywork items, where priced competitively;
 - b) price adjustment due to discounts offered in accordance with ITT 14.4;
 - c) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 32;
 - d) price adjustment due to quantifiable non material non-conformities in accordance with ITT 30.3; and
 - e) any additional evaluation factors specified in the **TDS** and Section III, Evaluation and Qualification Criteria.
- 35.3** The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be considered in Tender evaluation.
- 35.4** Where the tender involves multiple lots or contracts, the tenderer will be allowed to tender for one or more lots (contracts). Each lot or contract will be evaluated in accordance with ITT 35.2. The methodology to determine the lowest evaluated tenderer or tenderers base done lot (contract) or based on a combination of lots (contracts), will be specified in Section III, Evaluation and Qualification Criteria. In the case of multiple lots or contracts, tenderer will be required to prepare the Eligibility and Qualification Criteria Form for each Lot.

36.0 Comparison of tenders

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

37.0 Abnormally low tenders and abnormally high tenders

Abnormally Low Tenders

- 37.1** An Abnormally Low Tender is one where the Tender price, in combination with other elements of the Tender, appears so low that it raises material concerns as to the capability of the Tenderer in regards to the Tenderer's ability to perform the Contract for the offered Tender Price or that genuine competition between Tenderers is compromised.
- 37.2** In the event of identification of a potentially Abnormally Low Tender, the Procuring Entity shall seek written clarifications from the Tenderer, including detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the Tender document.
- 37.3** After evaluation of the price analyses, in the event that the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, the Procuring Entity shall reject the Tender.

Abnormally high tenders

- 37.4** An abnormally high tender price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.
- 37.5** In case of a nab normally high price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. The Procuring Entity may also seek written clarification from the tenderer on the reason for the high tender price. The Procuring Entity shall proceed as follows:
- i) If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not 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.
- 37.6** If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (*often due to collusion, corruption or other manipulations*), the Procuring Entity shall reject all Tenders and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise, before retendering.

38.0 Unbalanced and/ or front-loaded tenders

- 38.1** If in the Procuring Entity's opinion, the Tender that is evaluated as the lowest evaluated price is seriously unbalanced and/or frontloaded, the Procuring Entity may require the Tenderer to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the tender prices with the scope of works, proposed methodology, schedule and any other requirements of the Tender document.
- 38.2** After the evaluation of the information and detailed price analyses presented by the Tenderer, the Procuring Entity may as appropriate:
- a) accept the Tender;
 - b) require that the total amount of the Performance Security be increased at the expense of the Tenderer to a level not exceeding a 30% of the Contract Price;
 - c) agree on a payment mode that eliminates the inherent risk of the Procuring Entity paying too much for undelivered works;
 - d) reject the Tender,

390 Qualifications of the tenderer

- 39.1** The Procuring Entity shall determine to its satisfaction whether the eligible Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender, meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 39.2** The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 17. The determination shall not take into consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Sub-contractors if permitted in the Tender document), or any other firm(s) different from the Tenderer.
- 39.3** An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the 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.

400 Lowest evaluated tender

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

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

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

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

F. AWARD OF CONTRACT

42.0 Award criteria

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

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

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) instruction son how to request a debriefing and/ or submit a complaint during the stand still period;

440 Stand still Period

- 44.1** The Contract shall not be signed earlier than the expiry of a Standstill Period of 14 days to allow any dissatisfied tender to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.
- 44.2** Where a Standstill Period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notification of Intention to Enter into a Contract with the successful Tenderer.

450 Debriefing by The Procuring Entity

- 451** On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 43, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request.
- 452** Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

46.0 Letter of Award

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

47.0 Signing of Contract

- 471** Upon the expiry of the fourteen days of the Notification of Intention to enter in to contract and upon the parties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Contract Agreement.
- 472** Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.
- 473** The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period.

48.0 Performance Security

- 481** Within twenty-one (21) days of the receipt of the Letter of Award from the Procuring Entity, the successful Tenderer shall furnish the Performance Security and, any other documents required in the **TDS**, in accordance with the General Conditions of Contract, subject to ITT 38.2 (b), using the Performance Security and other Forms included in Section X, Contract Forms, or another form acceptable to the Procuring Entity. A foreign institution providing a bank guarantee shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent bank is not required.
- 482** 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.
- 483** Performance security shall not be required for contracts estimated to cost less than the amount specified in the Regulations.

49.0 Publication of Procurement Contract

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

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

50.0 Procurement related Complaints and Administrative Review

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

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

Section II - Tender Data Sheet (TDS)

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

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
A. General	
ITT 1.1	<p>The name of the contract is PROPOSED OFFICE PARTITIONING FOR KIPPRA ON 2ND FLOOR, BISHOP GARDEN TOWERS, BISHOP RD – NAIROBI</p> <p>The reference number of the Contract is ; KP/ONT/09/2023-2024</p> <p>W.P. ITEM NO. D107 /NB/NB/2202 JOB NO. 11100A_____</p> <p>The number and identification of lots (contracts) comprising this Tender are [N/A]</p>
ITT 2.4	The Information made available on competing firms is as follows: NONE
ITT 2.4	The firms that provided consulting services for the contract being tendered for are: STATE DEPARTMENT FOR PUBLIC WORKS
ITT 3.1	Maximum number of members in the Joint Venture (JV) shall be: [N/A] .
B. Contents of Tender Document	
ITT 7.1	<p>(i) The Tenderer will submit any request for clarifications in writing at the Address _____</p> <p>to reach the Procuring Entity not later than THREE DAYS TO THE DEADLINE OF SUBMISSION OF BIDS</p> <p>(ii) The Procuring Entity shall publish its response through email to all the registered tenderers who provided their contacts on showing interest in the tender and publish in the website (www.kippira.or.ke and www.tenders.go.ke)</p>
ITT 7.2	<p>(A) A pre-arranged pretender site visit “shall” take place at the following date, time and place:</p> <p>Date: 19th February 2024</p> <p>Time: 11:00 am</p> <p>Place: 2nd Floor of Bishop Garden Towers, Bishop Rd - Nairobi</p>
ITT 7.3	The Tenderer will submit any questions in writing, to reach the Procuring Entity not later than TWO DAYS before the meeting.
ITT 7.5	Minutes of the pre-arranged pre-tender site visit will be emailed to those who attended.
ITT 9.1	<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 KENYA INSTITUTE FOR PUBLIC POLICY RESEARCH AND ANALYSIS</p> <p>(2) Physical address for hand Courier Delivery to procurement office or Tender Box 7th Floor of Bishop Garden Towers, Bishop Rd - Nairobi</p> <p>(3) Postal Address P.O. BOX 56445 – 00200 NAIROBI, KENYA</p> <p>(4) Insert name, telephone number and e-mail address of the officer to be contacted</p>

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	supplychain@kippra.or.ke
C. Preparation of Tenders	
ITT 11.1 (h)	The Tenderer shall submit the following additional documents in its Tender: NONE
ITT 13.1	Alternative Tenders SHALL NOT BE considered
ITT 13.2	Alternative times for completion SHALL NOT BE permitted
ITT 13.4	Alternative technical solutions shall be permitted for the following parts of the Works: NONE
ITT 14.5	The prices quoted by the Tenderer shall be: FIXED
ITT 15.2 (a)	Foreign currency requirements not allowed .
ITT 18.1	The Tender validity period shall be 210 days.
ITT 18.3	<p>(a) The Number of days beyond the expiry of the initial tender validity period will be 90 days.</p> <p>(b) The Tender price shall be adjusted by the following percentages of the tender price:</p> <p>(i) By 0% of the local currency portion of the Contract price adjusted to reflect local inflation during the period of extension, and</p> <p>(ii) By 0% the foreign currency portion of the Contract price adjusted to reflect the international inflation during the period of extension.</p>
ITT 19.1	Tenderer shall duly fill, sign and stamp a Tender Securing Declaration
ITT 20.1	In addition to the original of the Tender, the number of copies is: ONE COPY
ITT 20.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: POWER OF ATTORNEY COMMISSIONED BY A COMMISSIONER FOR OATHS
D. Submission and Opening of Tenders	
ITT 22.1	<p>(A) For <u>Tender submission purposes</u> only, the Procuring Entity's address is:</p> <p>(1) Name of Procuring Entity: KENYA INSTITUTE FOR PUBLIC POLICY RESEARCH AND ANALYSIS</p> <p>(2) Postal Address P.O. BOX 56445 – 00200 NAIROBI, KENYA</p> <p>(3) Physical address for hand Courier Delivery to an office or Tender Box (City, Street, Building, Floor Number and Room) the Procurement Office 7th floor, Kenya Institute for Public Policy Research And Analysis located at BISHOP GARDEN TOWERS, NAIROBI</p> <p>(4) Date and time for submission of Tenders: As per letter of invitation to tender</p> <p>(5) Tenderers SHALL NOT SUBMIT tenders electronically.</p>
ITT 25.1	<p>The Tender opening shall take place at the time and the address for Opening of Tenders provided below:</p> <p>(1) Name of Procuring Entity: KENYA INSTITUTE FOR PUBLIC POLICY RESEARCH AND ANALYSIS</p> <p>(2) Physical address for the location (City, Street, Building, Floor Number and Room) the Procurement Office, Kenya Institute for Public Policy Research And Analysis located at BISHOP GARDEN TOWERS, NAIROBI</p> <p>(3) State date and time of tender opening. As per letter of invitation to tender</p>
ITT 25.1	If Tenderers are allowed to submit Tenders electronically, they shall follow the electronic tender submission procedures specified below N/A

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
E. Evaluation, and Comparison of Tenders	
ITT 30.3	The adjustment shall be based on the 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.
TT 32.1	<p>The currency that shall be used for Tender evaluation and comparison purposes only to convert at the selling exchange rate all Tender prices expressed in various currencies into a single currency is: KENYA SHILLING</p> <p>The source of exchange rate shall be: The Central bank of Kenya (mean rate)</p> <p>The date for the exchange rate shall be: the deadline date for Submission of the Tenders.</p> <p><i>For comparison of Tenders, the Tender Price, corrected pursuant to ITT 31, shall first be broken down into the respective amounts payable in various currencies by using the selling exchange rates specified by the Tenderer in accordance with ITT 15.1.</i></p> <p><i>In the second step, the Procuring Entity will convert the amounts in various currencies in which the Tender Price is payable (excluding Provisional Sums but including Daywork where priced competitively) to the single currency identified above at the selling rates established for similar transactions by the authority specified and, on the date, stipulated above.</i></p>
ITT 33.2	A margin of preference SHALL NOT apply. <i>[If a margin of preference applies, the application methodology shall be defined in <u>Section III – Evaluation and Qualification Criteria.</u>]</i>
ITT 33.4	The invitation to tender is extended to the following group that qualify for Reservations: AGPO (Firms owned by Youth, Women and PWD)
ITT 34.1	At this time, the Procuring Entity does not intend to execute certain specific parts of the Works by subcontractors selected in advance.
ITT 34.2	Contractor's may propose subcontracting: Maximum percentage of subcontracting permitted is: <i>10 % of the total contract amount.</i> 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.
ITT 34.3	<p>The parts of the Works for which the Procuring Entity permits Tenderers to propose Specialized Subcontractors are designated as follows:</p> <p>1. ELECTRICAL WORKS with attached specifications 2. MECHANICAL WORKS with attached specifications</p> <p>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.</p>
ITT 35.2 (e)	Additional requirements apply. These are detailed in the evaluation criteria in Section III, Evaluation and Qualification Criteria.
ITT 48.1	Other documents required in addition to the Performance Security are INSURANCE POLICIES
ITT 50.1	<p>The procedures for making a Procurement-related Complaint are detailed in the "Notice of Intention to Award the Contract" herein and are also available from the PPRA Website www.ppra.go.ke or email complaints@ppra.go.ke.</p> <p>If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by</p>

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<p>hand delivery or email to:</p> <p>For the attention:</p> <p>Title/position: <i>Deputy Director, Supply Chain Management</i></p> <p>Procuring Entity: KENYA INSTITUTE FOR PUBLIC POLICY RESEARCH AND ANALYSIS</p> <p>Email address: supplychain@kippra.or.ke</p> <p>In summary, a Procurement-related Complaint may challenge any of the following (among others):</p> <p>(i) the terms of the Tender Documents; and</p> <p>(ii) the Procuring Entity's decision to award the contract.</p>

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

10 GENERAL PROVISIONS

- 11** This section contains the criteria that the Employer shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than specified in this tender document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms. The Procuring Entity shall use **the Standard Tender Evaluation Document for Goods and Works** for evaluating Tenders.
- 12** 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.

13 EVALUATION AND CONTRACT AWARD CRITERIA

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

2.0 PRELIMINARY EXAMINATION FOR DETERMINATION OF

RESPONSIVENESS Preliminary examination for Determination of Responsiveness

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

S/No	PRELIMINARY EVALUATION CRITERIA / MANDATORY REQUIREMENTS FOR MAIN CONTRACTOR
MR1	Dully filled and signed form of tender prepared in accordance with ITT 12
MR2	Provide certificate of registration with the National Construction Authority (NCA) category 6 and above (1-6) under builders works category with current annual contractors practicing license.
MR3	Must submit one original copy of the Tender Document and one copy . Submission of Original and Copy (all Volumes) in the format required by the procuring entity and all the tender document (all volumes) to be properly TAPE BOUND
MR4	Properly serialized tender document (each page of the tender submission must have a number and the numbers must be in chronological order). For pagination, Arabic Numerals shall be used, i.e. 1,2,3,4,5,6,7,8,9,10.....n (n being the last numerical page of the tender document)
MR5	Dully filled, signed and stamped Tender Securing Declaration
MR6	Provide power of attorney (of the tender signatory if not a director of the company/ partner) signed and stamped by Commissioner of Oaths
MR7	Copy of Certificate of Incorporation/ Registration.
MR8	Valid Current Tax Compliance Certificate
MR 9	Valid AGPO Certificate issued by the National Treasury
MR10	Dully filled, signed and stamped Confidential Business Questionnaire
MR11	Valid Copy of Current Single Business permit/exemption (for the year 2024)
MR12	Submission of valid CR12 form showing the list of directors /shareholding (issued within the last 6 months) or National Identity Card(s) for Sole Proprietorship/ Partnership
MR13	Must fill and submit the Certificate of Independent Tender Determination in the format provided
MR14	Must fill and submit the Self-declaration form that the person/tenderer is not debarred in the matter of the Public Procurement and Asset Disposal Act 2015 in the format provided - Form SD1 . (Must be signed and stamped by Commissioner of Oaths)
MR15	Must fill and submit the Self-declaration that the person/tenderer will not engage in any corrupt or fraudulent practice in the format provided - Form SD2 (Must be signed and stamped by Commissioner of Oaths)
MR16	Must fill and submit Declaration and Commitment to The Code of Ethics in the format provided (Must be signed and stamped by Commissioner of Oaths)
MR10	Domestic Contractor's Agreement- A duly signed and stamped Agreement making reference to this tender dated within the tender advertisement and tender closure between the Main contractor and the: <ul style="list-style-type: none"> a) Electrical Installation works subcontractor b) Mechanical Installation Works Subcontractor Stating that if the main contractor is awarded the contract, he shall work with the firms as their domestic subcontractors The agreement must be witnessed by an attorney/advocate NB: Not necessary if the main contractor is registered for specialist work (attach NCA certificate and valid annual license for specialist works)
	NB: <ul style="list-style-type: none"> • Bidders who do not satisfy any of the above requirements shall be considered non responsive and their tenders will not be evaluated further. • Order of evaluation of works will be as follows: <ul style="list-style-type: none"> a) Preliminary evaluation b) Technical Evaluation (As captured in the Qualification Form for Financial Capabilities, Contractor's key equipment, Construction Experience and Contractor's Representative and Key Personnel) c) Compliance to Technical Specifications for Electrical and Mechanical Works d) Financial Evaluation

30 TENDER EVALUATION (ITT 35)

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

- a) Technical evaluation
- b) Financial evaluation.
- c) Due diligence and recommendation for award

TECHNICAL EVALUATION - QUALIFICATION FORM

1	2	3	4	5
Item No.	Qualification Subject	Qualification Requirement	Document To be Completed by Tenderer	For Procuring Entity's Use (Qualification met or Not Met)
1. ELIGIBILITY				
1.1	Nationality	Nationality in accordance with ITT 3.6	Forms ELI – 1.1 and 1.2, with attachments	
1.2	Tax Obligations for Kenyan Tenderers	Has produced a current tax clearance certificate or tax exemption certificate issued by Kenya Revenue Authority in accordance with ITT 3.14.	Attachment (Tax compliance certificate)	
1.3	Conflict of Interest	No conflicts of interest in accordance with ITT 3.3	Form of Tender	
1.4	PPRA Eligibility	Not having been declared ineligible by the PPRA as described in ITT 3.7	Form of Tender	
1.5	State- owned Enterprise	Meets conditions of ITT 3.8	Forms ELI – 1.1 and 1.2, with attachments	
1.6	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	
2. HISTORICAL CONTRACT NON-PERFORMANCE				
2.1	History of Non-Performing Contracts	Non-performance of a contract did not occur as a result of contractor default since 1 st January 2020.	Form CON-2	
2.2	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	
2.3	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	
2.4	Litigation History	No consistent history of court/arbitral award decisions against the Tenderer since 1 st January 2020	Form CON – 2	
3. FINANCIAL SITUATION AND PERFORMANCE				
3.1	Financial Capabilities	(i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as Kenya Shillings 9,000,000.00 equivalent for the subject contract(s) net of the Tenderer's other commitments.	Form FIN – 3.1, with attachments (Accompanied with a certified bank statement or a letter from the Bank indicating lines of credit)	

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)
		(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.		
3.2	Average Annual Construction Turnover	Minimum average annual construction turnover of Kenya Shillings 30,000,000.00 equivalent calculated as total certified payments received for contracts in progress and/or completed within the last 3 years, divided by 3 years	Form FIN – 3.2 (Certified extract of the audited financial accounts for three (3) years. Only the pages showing the turnover)	
4. EXPERIENCE				
4.1	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 3 years, starting 1 st January 2020	Form EXP – 4.1(Accompanied by completion certificates)	
4.2	Specific Construction & Contract Management Experience	<p>A minimum number of 2 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 2020 and tender submission deadline each of minimum value Kenya Shillings 21,000,000.00 equivalent.</p> <p>Bidders shall attach copies of the following:</p> <ol style="list-style-type: none"> Letters of Award or, Signed Contract and Completion Certificate for the respective projects. Or If project is ongoing, it must be at least 80% complete. Bidder to attach copies of interim payment certificates 	<p>Form EXP 4.2(a) (Accompanied by copies of;</p> <p><i>Letters of Award</i></p> <p><i>Or</i></p> <p><i>Signed Contract and completion certificates for the respective projects.</i></p> <p><i>Or</i></p> <p><i>If project is ongoing, it must be at least 80% complete. Bidder to attach copies of interim payment certificates)</i></p>	

- The similarity shall be based on the physical size, complexity, methods/technology and/or other characteristics described in the Bills of Quantities and Drawings. Summation of number of small value contracts (less than the value specified under requirement) to meet the overall requirement will not be accepted.
- Substantial completion shall be based on 80% or more works completed under the contract.
- For contracts under which the Bidder participated as a joint venture member or sub-contractor, only the Bidder's share, by value, shall be considered to meet this requirement.
- In the case of JV, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members each of value equal or more than the minimum value required shall be aggregated

Qualification form Cont'd

Item No.	Qualification Subject	Qualification Requirement	Document To be Completed by Tenderer	For Procuring Entity's Use (Qualification met or Not Met)
5. EQUIPMENT				
5.1	Contractors key equipment	<p><u>Main Contractor</u></p> <ol style="list-style-type: none"> Pick up (2 tons)– Two (2) Tipplers- One (1) <p>Notes</p> <ul style="list-style-type: none"> If the equipment is owned, must provide CLEAR copies of logbook or proof of ownership. If equipment is hired or leased Provide a commitment letter from the lessor of the equipment indicating that the lessor shall avail the equipment upon award of the tender and submit a copy of a written agreement to lease between lessee and lessor indicating list of equipment and their corresponding copies of log books or proof of ownership by lessor; The equipment listed shall be available on site when required 	Form EQU: Equipment	

Qualification form Cont'd

Item No.	Qualification Subject	Qualification Requirement	Document To be Completed by Tenderer	For Procuring Entity's Use (Qualification met or Not Met)
6. KEY PERSONNEL				
6.1	Contractor's Representative and Key Personnel	<p>a) Project Manager <u>Minimum qualifications and technical experience</u></p> <ol style="list-style-type: none"> 1. Bachelor's degree in Architecture, Quantity Surveying, Construction Management or Civil / Structural Engineering. 2. General Experience –7 years. 3. Specific experience on Construction of building works – 5 years. <p>b) Site Agent <u>Minimum qualifications and technical experience</u></p> <ol style="list-style-type: none"> 1. Higher Diploma in Building Construction or equivalent. 2. Specific experience on Construction of building works – 5 years. <p>c) Foreman (1no) <u>Minimum qualifications and technical experience</u></p> <p>I. <u>Building Works</u></p> <ol style="list-style-type: none"> 1. Certificate- Building Construction 2. Experience – 5 years <p>d) Artisans (2no) <u>Minimum qualifications and technical experience</u></p> <ol style="list-style-type: none"> 1 Trade Test certificate in relevant field- (Building works) 2_Experience-5 years each <p>Note: Copies of certificates to be provided as evidence.</p>	Form PER -1 & Form PER -2 (For each proposed staff accompanied by relevant certificates)	

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

PRELIMINARY EVALUATION FOR ELECTRICAL INSTALLATION WORKS

S/No	S/No MANDATORY REQUIREMENTS(MR)
MR1	Copy of certificate of incorporation/ Registration.
MR2	Valid Tax Compliance Certificate from Bidding Company
MR3	Valid copy of NCA registration certificate, category NCA 5 and above in Electrical Installation
MR4	Valid annual NCA practicing license for works in MR3.
MR5	Current registration License with Energy and Petroleum Regulatory Authority (EPRA) in class B and above
MR6	Valid Copy of Telecommunication Contractor License and Compliance Certificate from Communication Authority of Kenya (CA);
MR7	Must attach Manufacturer Authorization Letter for Active Equipment the contractor intends to supply
MR8	Valid Copy of Current Single Business permit
MR9	Submission of valid CR12 form showing the list of directors /shareholding (issued within the last 6 months) or National Identity Card(s) for Sole Proprietorship / Partnership
MR10	Duly filled Technical Schedule of items to be supplied

N/B

- 1. Full compliance by the tenderers shall be required to proceed to the next stage of evaluation. Failure to provide any of the listed requirements shall lead to disqualification.*

The employer may seek further clarification/ confirmation if necessary; to confirm authenticity/ compliance to any condition of the tender.

TECHNICAL EVALUATION FOR ELECTRICAL INSTALLATION WORKS

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

Item	Description	COMPLIANT YES/NO
1.	Compliance with Technical Specifications <i>1) Tender Evaluation Committee to evaluate compliance to all technical specifications as detailed in the Particular specifications Section of this document</i> <i>2) Bidders who do not highlight catalogue number and model of the proposed items shall be considered non-compliant.</i> <i>3) Non-compliance to the specifications shall render the whole system non-compliant</i>	
2.	Qualification and Experience of Key Personnel	
	Academic Qualification and Experience (Provide evidence) a) Director of the firm <ul style="list-style-type: none"> Holder of at least a degree/ diploma/certificate with 5 years' experience in Electrical/Telecommunication/ Information Technology or any other Relevant Engineering field 	
	b) Project Manager <ul style="list-style-type: none"> Holder of at least a diploma/ degree in Electrical/Telecommunication/ Information Technology or any other Relevant Engineering field with 5 years' experience. 	
	c) Site Agent/Foreman <ul style="list-style-type: none"> Holder of at least a diploma/ degree in Electrical/Telecommunication/ Information Technology or any other Relevant Engineering field with 3 years' experience 	
	d) At least 2No. artisans <ul style="list-style-type: none"> Holder of at least a certificate in Electrical/Telecommunication/ Information Technology or any other Relevant Engineering field with 3 years' experience. 	
5.	Adequacy of tools and equipment The tenderer <i>must</i> show proof of ownership or leasing of the following equipment: - a) Relevant Transport (at least 2No.) <ul style="list-style-type: none"> Pickup cab Motorcycle b) Relevant Equipment (at least 3No.) <ul style="list-style-type: none"> Splicing tool Fluke tester Crimping tool 	

Item	Description	COMPLIANT YES/NO
	<ul style="list-style-type: none"> • Digital Earth Loop Tester • Insulation Continuity Tester • Digital Earth Resistance Tester • Multimeter and Clamp Meter • Electrician 's Tool Kit 	
	QUALIFIED YES / NO	

N/B

- 1. Full compliance by the tenderers shall be required to proceed to the next stage of evaluation. Failure to provide any of the listed requirements shall lead to disqualification.*

The employer may seek further clarification/ confirmation if necessary; to confirm authenticity/ compliance to any condition of the tender.

PRELIMINARY EVALUATION FOR MECHANICAL INSTALLATION WORKS

S/No	S/No MANDATORY REQUIREMENTS(MR)
MR1	Copy of certificate of incorporation/ Registration;
MR2	Valid Current Tax Compliance Certificate from Bidding Company, and if Consortium, from each member of the consortium;
MR3	Submission of valid CR12 form showing the list of directors / shareholding (issued within the last 6 months) or National Identity Card(s) for Sole Proprietorship / Partnership;
MR4	Valid copy of NCA Registration Certificate, NCA 7 and above in Mechanical installation works;
MR5	Current annual contractors practicing licenses from NCA;
MR6	Dully filled, signed and stamped Statement of Compliance;
MR7	Domestic sub-contractors must sign and stamp the summary page of their respective specialist works on the tender document.
MR8	Compliance to technical specifications for major materials for this works. 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: <ul style="list-style-type: none"> (i) Performance ratings/characteristics; (ii) Electrical power ratings; and (iii) All other requirements as indicated in the technical specifications of the bid.
MR9	Dully filled, signed and stamped 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.
MR10	Dully filled, signed and stamped schedule of unit rate as specified in the tender document.

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 analysed, 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.*

FINANCIAL EVALUATION

Upon completion of the technical evaluation a detailed financial evaluation shall follow.
The evaluation shall be in the following **three stages**:

- a) Determination of Arithmetic errors
- b) Comparison of Rates; and
- c) Consistency of the Rates.

DUE DILIGENCE AND RECOMMENDATION FOR AWARD

Particulars of post qualification:	The Client, KENYA INSTITUTE FOR PUBLIC POLICY RESEARCH AND ANALYSIS may inspect the premises and under due diligence to seek further clarification/confirmation, if necessary, to confirm authenticity /compliance of any condition of the tender /qualifications of the tenderer in line with Section 83 of the Public Procurement and Asset Disposal Act ,2015
Award Criteria:	The firm achieving the lowest evaluated price will be awarded the contract in line with Section 86 and Section 155(4) of the Public Procurement and Disposal Act,2015

SECTION IV - TENDERING FORMS

QUALIFICATION FORMS

1. FOREIGN TENDERERS 40% RULE N/A

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

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

2. 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	

3. FORM PER -1

Contractor's Representative and Key Personnel Schedule

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

Contractor' Representative and Key Personnel

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

4. **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:

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

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

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

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

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Tenderer:

Signature: _____

Date: (day month year): _____

5. TENDERERS QUALIFICATION WITHOUT PREQUALIFICATION

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.

51 FORM ELI -1.1

Tenderer Information Form

Date: _____

ITT No. and title: _____

Tenderer's name
In case of Joint Venture (JV), name of each member:
Tenderer's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Tenderer's actual or intended year of incorporation:
Tenderer's legal address [in country of registration]:
Tenderer's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 3.6 <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 3.5 <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITT 3.8, documents establishing: <ul style="list-style-type: none">• Legal and financial autonomy• Operation under commercial law<ol style="list-style-type: none">1. Establishing that the Tenderer is not under the supervision of the Procuring Entity2. Included are the organizational chart and a list of Board of Directors

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 3.5. 2. Included are the organizational chart and a list of Board of Directors.

Historical Contract Non-Performance, Pending Litigation and Litigation History

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria

☐ Contract non-performance did not occur since 1st January *[insert year]* specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1.

☐ Contract(s) not performed since 1st January *[insert year]* specified in Section III, Evaluation and Qualification Criteria, requirement 2.1

☐ Contract(s) withdrawn since 1st January *[insert year]* specified in Section III, Evaluation and Qualification Criteria, requirement 2.1

Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and Kenya Shilling equivalent)
<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>

Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria

☐ No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.

☐ Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below.

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

Litigation History in accordance with Section III, Evaluation and Qualification Criteria

☐ No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.

☐ Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below.

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
<i>[insert year]</i>	<i>[insert 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> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Procuring Entity" or "Contractor"]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

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

5.4 **FORM FIN – 3.1:**

Financial Situation and Performance

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

5.4.1. Financial Data

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

*Refer to ITT 15 for the exchange rate

5.4.2 Sources of Finance

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

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

5.4.3 Financial documents

The Tenderer and its parties shall provide copies of financial statements for _____3_____ years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.1. The financial statements shall:

- (a) reflect the financial situation of the Tenderer or in case of JV member, and not an affiliated entity (such as parent company or group member).
- (b) be independently audited or certified in accordance with local legislation.
- (c) be complete, including all notes to the financial statements.
- (d) correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements¹ for the _____3_____ years required above; and complying with the requirements

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

5.5 **FORM FIN – 3.2:**

Average Annual Construction Turnover

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

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

5.6 **FORM FIN – 3.3:**

Financial Resources

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

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

5.7 **FORM FIN – 3.4:**

Current Contract Commitments / Works in Progress

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

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

5.8 FORM EXP - 4.1

General Construction Experience

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

Page _____ of _____ pages

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

5.9 **FORM EXP - 4.2(a)**

Specific Construction and Contract Management Experience

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

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

5.9 **FORM EXP - 4.2(a)**

Specific Construction and Contract Management Experience

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

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

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

Specific Construction and Contract Management Experience (cont.)

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

5.10 FORM EXP - 4.2(b)

Construction Experience in Key Activities

Tenderer's Name: _____

Date: _____

Tenderer's JV Member Name: _____

Sub-contractor's Name² (as per ITT 34): _____

ITT No. and title: _____

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

1. Key Activity No One: _

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

² If applicable

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

- 2. Activity No. Two
- 3.

OTHER FORMS

6. FORM OF TENDER

INSTRUCTIONS TO TENDERERS

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

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

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

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

To: [Insert complete name of Procuring Entity]

Date of 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 sum³ of Kenya Shillings [[Amount in figures] _____ Kenya Shillings
[amount in words] _____]

The above amount includes foreign currency⁴ amount (s) of [state figure or a percentage and currency]
[figures] _____ [words] _____

2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Architect notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Special Conditions of Contract.
3. We agree to 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. We understand that you are not bound to accept the lowest or any tender you may receive.
5. We, the under signed, further declare that:
- i) No reservations: We have examined and have no reservations to the tender document, including Addenda 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

³ This sum should be carried forward from the Summary of the Bills of Quantities.

⁴ The percentage quoted above should not include provisional sums, and not more than two foreign currencies are allowed.

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
- Option2, 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 sub-contractor, and meet the requirements of ITT 3.4, other than alternative Tenders submitted in accordance with ITT 13.3;
- xiii) Suspension and Debarment: We, along with any of our subcontractors, suppliers, Engineer, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Public Procurement Regulatory Authority or any other entity of the Government of Kenya, or any international organization.
- xiv) State-owned enterprise or institution: *[select the appropriate option and delete the other]* *[We are not a state-owned enterprise or institution]/[We are a state-owned enterprise or institution but meet the requirements of ITT3.8]*;
- xv) Commissions, gratuities, fees: We have paid, or will pay the following commissions, gratuities, or fees with respect to the tender process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*.

Name of Recipient	Address	Reason	Amount

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

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

- xvii) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Most Advantageous Tender or any other Tender that you may receive;
- xviii) **Fraud and Corruption:** We here by certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption; and
- xix) **Collusive practices:** We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the “Certificate of Independent Tender Determination” attached below.
- xx) We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from _____ (*specify website*) during the procurement process and the execution of any resulting contract.
- xxi) **Beneficial Ownership Information:** We commit to provide to the procuring entity the Beneficial Ownership Information in conformity with the Beneficial Ownership Disclosure Form upon receipt of notification of intention to enter into a contract in the event we are the successful tenderer in this subject procurement proceeding.
- xxii) We, the Tenderer, have duly completed, signed and stamped the following Forms as part of our Tender:
- a) Tenderer's Eligibility; Confidential Business Questionnaire - to establish we are not in any conflict to interest.
 - (b) Certificate of Independent Tender Determination - to declare that we completed the tender without colluding with other tenderers.
 - (a) 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	KENYA INSTITUTE FOR PUBLIC POLICY RESEARCH AND ANALYSIS
2	Reference Number of the Tender	KP/ONT/09/2023-2024; W.P. ITEM NO. D107 /NB/NB/2202 JOB NO. 11100A
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.

1) 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			

(i) 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		

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
	Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the such Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.		

Certification

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

.....
(Title)

.....
(Signature)

.....
(Date)

Bidder Official Stamp

FORM SD2

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

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

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of
(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 therefore said 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 here in 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 here by 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

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

2. Requirements

- 2.1 The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service 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.
- 22 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 as set 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 in to, take part in any decision relating to the procurement or contract; and
 - c) shall not be a subcontractor or for the tender to whom was awarded contract, or a member of the group of tenderers 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.

3. 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; “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;
 - iv) “obstructive practice” is:
 - Deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3 e. below.
- b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:
- "fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
- c) Rejects a proposal for award¹ of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
 - d) Pursuant to the Kenya's above stated Acts and Regulations, may recommend to appropriate authority(ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
 - e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring(i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect² all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
 - f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

¹For the avoidance of doubt, a party's in eligibility 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.

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

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

Beneficiary: _____

Request for Tenders No: _____

Date: _____

TENDER GUARANTEE No.: _____

Guarantor: _____

1. We have been informed that _____ (here in after called "the Applicant") has submitted or will submit to the Beneficiary its Tender (here in after called "the Tender") for the execution of _____ under Request for Tenders No. _____ ("the ITT").
2. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.
3. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:
 - (a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or
 - b) having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension there to provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.
4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[signature(s)]

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

FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]

TENDER GUARANTEE No.: _____

1. Whereas [*Name of the tenderer*] (hereinafter called “the tenderer”) has submitted its tender dated [*Date of submission of tender*] for the [*Name and/or description of the tender*] (hereinafter called “the Tender”) for the execution of _____ under Request for Tenders No. _____ (“the ITT”).
2. KNOW ALL PEOPLE by these presents that WE of [**Name of Insurance Company**] having our registered office at (hereinafter called “the Guarantor”), are bound unto [*Name of Procuring Entity*] (hereinafter called “the Procuring Entity”) in the sum of (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Sealed with the Common Seal of the said Guarantor this ____ day of _____ 20 ____.

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

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

4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[Date]

[Witness]

[Signature of the Guarantor]

[Seal]

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

FORM OF TENDER - SECURING DECLARATION

[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	<i>[To be entered by the Procuring Entity]</i>

PART II - WORKS REQUIREMENTS

SECTION V - BILLS OF QUANTITIES

Bills of Quantities as annexed in the Tender Document.

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 high ways, urban housing, irrigation and water supply. The General Specifications should cover all classes of workmanship, materials and equipment commonly involved in constructions, although not necessarily to be used in a particular works contract. Deletions or addenda should then adapt the General Specifications to the particular Works.
4. Care must be taken in drafting Specifications to ensure they are not restrictive. In the Specifications of standards for materials, plant and workmanship, existing Kenya Standards should be used as much as possible, otherwise recognized international standards may also be used.
5. The Procuring Entity should decide whether technical solutions to specified parts of the Works are to be permitted. Alternatives are appropriate in cases where obvious (and potentially less costly) alternatives are possible to the technical solutions indicated in tender documents for certain elements of the Works, taking into consideration the comparative specialized advantage of potential tenderers.
6. The Procuring Entity should provide a description of the selected parts of the Works with appropriate reference to Drawings, Specifications, Bills of Quantities, and Design or Performance criteria, stating that the alternative solutions shall be at least structurally and functionally equivalent to the basic design parameters and Specifications.
7. Such alternative solutions shall be accompanied by all information necessary for a complete evaluation by the Procuring Entity, including drawings, design calculations, technical specifications, breakdown of prices, proposed construction methodology, and other relevant details. Technical alternatives permitted in this manner shall be considered by the Procuring Entity each on its own merits and independently of whether the tenderer has priced the item as described in the Procuring Entity's design included with the tender documents.

SECTION VII - DRAWINGS

- All approved drawings to be issued on site.

PART III - THE CONDITIONS OF CONTRACT AND CONTRACT

SECTION VIII - GENERAL CONDITIONS OF CONTRACT (GCC)

[Name of Procuring Entity] **KENYA INSTITUTE FOR PUBLIC POLICY RESEARCH AND ANALYSIS
P. O. BOX 56445 - 00200 NAIROBI, KENYA**

[Name of Contract] **PROPOSED OFFICE PARTITIONING FOR KIPPRA ON 2ND FLOOR, BISHOP
GARDEN TOWERS, BISHOP RD – NAIROBI**

[Architect Name and Address] **WORKS SECRETARY, STATE DEPARTMENT FOR PUBLIC WORKS,
P.O Box 30743-00100, NAIROBI**

General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions

In this Contract, except where context otherwise requires, the following terms shall be interpreted as indicated below. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.

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

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

“Bill of Quantities” means the priced and completed Bill of Quantities forming part of the tender.

“Completion Date” means the date of completion of the Works as certified by the Engineer.

“Contract Price” means the price defined in the contract and thereafter as adjusted in accordance with the provisions of the Contract.

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

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

“Contractor's Equipment” means all apparatus, machinery, vehicles and other things required for the execution and completion of the Works and the remedying of any defects. However, Contractor's Equipment excludes Temporary Works, Procuring Entity's Equipment (if any), Plant, Materials and any other things intended to form or forming part of the Permanent Works.

“Contractor's Personnel” means the Contractor's Representative and all personnel whom the Contractor utilizes on Site, who may include the staff, labor and other employees of the Contractor and of each Subcontractor; and any other personnel assisting the Contractor in the execution of the Works.

“Contractor's Representative” means the person named by the Contractor in the Contractor appointed from time to time by the Contractor who acts on behalf of the Contractor.

“Contractor” means the person(s) named as contractor in the Form of Tender accepted by the Procuring Entity.

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

“Day” means a calendar day and **“year”** means 365 days.

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

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

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

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

“Defects Notification Period” means the period for notifying defects in the Works or a Section (as the case may be) under Sub-Clause 11.1 [Completion of Outstanding Work and Remedying Defects], which extends over the days stated in the Special Conditions of Contract.

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

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

“Final Statement” means the statement defined in Sub-Clause 14.11 [Application for Final Payment Certificate].

“Force Majeure” is defined in Clause 19 [Force Majeure].

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

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

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

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

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

“Local Currency” means the currency of Kenya.

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

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

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

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

“Payment Certificate” means a payment certificate issued under Clause 14 [Contract Price and Payment].

“Performance Certificate” means the certificate issued under Sub-Clause 11.9 [Performance Certificate].

“Performance Security” means the security (or securities, if any) under Sub-Clause 4.2 [Performance Security].

“Permanent Works” means the permanent works to be executed by the Contractor under the Contract.

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

“Procuring Entity's Equipment” means the apparatus, machinery and vehicles (if any) made available by the

Procuring Entity for the use of the Contract or in the execution of the Works, as stated in the Specification; but does not include Plant which has not been taken over by the Procuring Entity.

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

“Procuring Entity” means the Entity named in the Special Conditions of Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Tests after Completion” means the tests (if any) which are specified in the Contract and which are carried out in

accordance with the Specification after the Works or a Section (as the case may be) are taken over by the Procuring Entity.

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

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

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

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

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

1.2 Interpretation

In the Contract, except where the context requires otherwise:

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

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

1.3 Communications

- 1.3.1 Wherever these Conditions provide for the giving or issuing of approvals, certificates, consents, determinations, notices, requests and discharges, these communications shall be:
- a) In writing and delivered by hand (against receipt), sent by mail or courier, or transmitted using any of the agreed systems of electronic transmission as stated in the Special Conditions of Contract; and
 - b) delivered, sent or transmitted to the address for the recipient's communications as stated in the Special Conditions of Contract. However:
 - i) if the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and
 - ii) if the recipient has not stated otherwise when requesting an approval or consent, it may be sent to the address from which the request was issued.
- 1.3.2 Approvals, certificates, consents and determinations shall not be unreasonably withheld or delayed. When a certificate is issued to a Party, the certifier shall send a copy to the other Party. When a notice is issued to a Party, by the other Party or the Engineer, a copy shall be sent to the Architect or the other Party, as the case may be.

1.4 Law and Language

- 1.4.1 The Contract shall be governed by the laws of **Kenya**.
- 1.4.2 The ruling language of the Contract shall be **English**.

1.5 Priority of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- a) The Contract Agreement,
- b) The Letter of Acceptance,
- c) The Special Conditions – Part A,
- d) the Special Conditions – Part B
- e) the General Conditions of Contract
- f) the Form of Tender,
- g) the Specifications and Bills of Quantities
- h) the Drawings, and
- i) the Schedules and any other documents forming part of the Contract.

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

1.6 Contract Agreement

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

1.7 Assignment

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

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

1.8 Care and Supply of Documents

- 1.81 The Specifications and Drawings shall be in the custody and care of the Procuring Entity. Unless otherwise stated in the Contract, two copies of the Contract and of each subsequent Drawings and Bills of Quantities shall be supplied to the Contractor, who may make or request further copies at the cost of the Contractor.
- 1.82 Each of the Contractor's Documents shall be in the custody and care of the Contractor, unless and until taken over by the Procuring Entity. Unless otherwise stated in the Contract, the Contractor shall supply to the Architect two copies of each of the Contractor's Documents.
- 1.83 The Contractor shall keep, on the Site, a copy of the Contract, publications named in the Specification, the Contractor's Documents (if any), the Drawings and Variations and other communications given under the Contract. The Procuring Entity's Personnel shall have the right of access to all these documents at all reasonable times.
- 1.84 If a Party becomes aware of an error or defect in a document which was prepared for use in executing the Works, the Party shall promptly give notice to the other Party of such error or defect.

1.9 Timely provision of Drawings or Instructions

- 1.91 The Contractor shall give notice to the Architect whenever the Works are likely to be delayed or disrupted if any necessary drawing or instruction is not issued to the Contractor within a particular time, which shall be reasonable. The notice shall include details of the necessary drawing or instruction, details of why and by when it should be issued, and the nature and amount of the delay or disruption likely to be suffered if it is late.
- 1.92 If the Contractor suffers delay and/or incurs Cost as a result of a failure of the Architect to issue the notified drawing or instruction within a time which is reasonable and is specified in the notice with supporting details, the Contractor shall give a further notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:
 - a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and

b) payment of any other associated costs accrued, which shall be included in the Contract Price.

1.93 After receiving this further notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

1.94 However, if and to the extent that the Architect failure was caused by any error or delay by the Contractor, including an error in, or delay in the submission of, any of the Contractor's Documents, the Contractor shall not be entitled to such extension of time, or costs accrued.

1.10 Procuring Entity's Use of Contractor's Documents

1.10.1 As agreed between the Parties, the Contractor shall retain the copyright and other intellectual property rights in the Contractor's Documents and other design documents made by (or on behalf of) the Contractor.

1.10.2 The Contractor shall be deemed (by signing the Contract) to give to the Procuring Entity a non-terminable transferable non-exclusive royalty-free license to copy, use and communicate the Contractor's Documents, including making and using modifications of them. This license shall:

- a) apply throughout the actual or intended working life (whichever is longer) of the relevant parts of the Works,
- b) entitle any person in proper possession of the relevant part of the Works to copy, use and communicate the Contractor's Documents for the purposes of completing, operating, maintaining, altering, adjusting, repairing and demolishing the Works, and
- c) in the case of Contractor's Documents which are in the form of computer programs and other software, permit their use on any computer on the Site and other places as envisaged by the Contract, including replacements of any computers supplied by the Contractor.

1.10.3 The Contractor's Documents and other design documents made by (or on behalf of) the Contractor shall not, without the Contractor's consent, be used, copied or communicated to a third party by (or on behalf of) the Procuring Entity for purposes other than those permitted under Sub-Clause 1.10.2.

1.11 Contractor's Use of Procuring Entity's Documents

As agreed between the Parties, the Procuring Entity shall retain the copyright and other intellectual property rights in the Specification, the Drawings and other documents made by (or on behalf of) the Procuring Entity. The Contractor may, at his cost, copy, use, and obtain communication of these documents for the purposes of the Contract. They shall not, without the Procuring Entity's consent, be copied, used or communicated to a third party by the Contractor, except as necessary for the purposes of the Contract.

1.12 Confidential Details

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

1.12.2 The Contractor's and the Procuring Entity's Personnel shall also treat the details of the Contract as private and confidential, except to the extent necessary to carry out their respective obligations under the Contract or to comply with applicable Laws. Each of them shall not publish or disclose any particulars of the Works prepared by the other Party without the previous agreement of the other Party. However, the Contractor shall be permitted to disclose any publicly available information, or information otherwise required to establish his qualifications to compete for other projects.

1.13 Compliance with Laws

The Contractor shall, in performing the Contract, comply with applicable Laws. Unless otherwise stated in the Special Conditions of Contract:

- a) The Procuring Entity shall have obtained (or shall obtain) the planning, zoning, building permit or similar permission for the Permanent Works, and any other permissions described in the Specifications as having been (or to be) obtained by the Procuring Entity; and the Procuring Entity shall indemnify and hold the Contractor harmless against and from the consequences of any failure to do so; and

- b) the Contractor shall give all notices, pay all taxes, duties and fees, and obtain all permits, licenses and approvals, as required by the Laws in relation to the execution and completion of the Works and the remedying of any defects; and the Contractor shall indemnify and hold the Procuring Entity harmless against and from the consequences of any failure to do so, unless the Contractor is impeded to accomplish these actions and shows evidence of its diligence.

1.14 Joint and Several Liability

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

- a) These persons shall be deemed to be jointly and severally liable to the Procuring Entity for the performance of the Contract;
- b) these persons shall notify the Procuring Entity of their leader who shall have authority to bind the Contractor and each of these persons; and
- c) the Contractor shall not alter its composition or legal status without the prior consent of the Procuring Entity.

1.15 Inspections and Audit by the Procuring Entity

Pursuant to paragraph 2.2(e). of Appendix B to the General Conditions, the Contractor shall permit and shall cause its subcontractors and sub-consultants to permit, the Public Procurement Regulatory Authority, Procuring Entity and/or persons appointed or designated by the Government of Kenya 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 Procuring Entity if requested by the Procuring Entity. The Contractor's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 15.6 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Procuring Entity's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Procuring Entity's prevailing sanctions procedures).

2 THE PROCURING ENTITY

2.1 Right of Access to the Site

- 2.1.1 The Procuring Entity shall give the Contractor right of access to, and possession of, all parts of the Site within the time (or times) stated in the **Special Conditions of Contract**. The right and possession may not be exclusive to the Contractor. If, under the Contract, the Procuring Entity is required to give (to the Contractor) possession of any foundation, structure, plant or means of access, the Procuring Entity shall do so in the time and manner stated in the Specification. However, the Procuring Entity may withhold any such right or possession until the Performance Security has been received.
- 2.1.2 If no such time is stated in the Special Conditions of Contract, the Procuring Entity shall give the Contractor right of access to, and possession of, the Site within such times as required to enable the Contractor to proceed without disruption in accordance with the programme submitted under Sub-Clause 8.3 [Programme].
- 2.1.3 If the Contractor suffers delay and/or incurs Cost as a result of a failure by the Procuring Entity to give any such right or possession within such time, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:
 - a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
 - b) payment of any such Cost-plus profit, which shall be included in the Contract Price.
- 2.1.4 After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.
- 2.1.5 However, if and to the extent that the Procuring Entity's failure was caused by any error or delay by the Contractor, including an error in, or delay in the submission of, any of the Contractor's Documents, the Contractor shall not be entitled to such extension of time, Cost or profit.

22 Permits, Licenses or Approvals

22.1 The Procuring Entity shall provide, at the request of the Contractor, such reasonable assistance as to allow the Contractor to obtain properly:

- a) Copies of the Laws of Kenya which are relevant to the Contract but are not readily available, and
- b) any permits, licenses or approvals required by the Laws of Kenya:
 - i) which the Contractor is required to obtain under Sub-Clause 1.13 [Compliance with Laws],
 - ii) for the delivery of Goods, including clearance through customs, and
 - iii) for the export of Contractor's Equipment when it is removed from the Site.

23 Procuring Entity's Personnel

The Procuring Entity shall be responsible for ensuring that the Procuring Entity's Personnel and the Procuring Entity's other contractor son the Site:

- a) co-operate with the Contractor's efforts under Sub-Clause 4.6 [Co-operation], and
- b) take action similar to those which the Contractor is required to take under sub-paragraphs (a), (b) and (c) of Sub-Clause 4.8 [Safety Procedures] and under Sub-Clause 4.18 [Protection of the Environment].

24 Procuring Entity's Financial Arrangements

The Procuring Entity shall make and maintain all necessary financial arrangements which will enable the Procuring Entity to pay the Contract Price punctually (as estimated at that time) in accordance with Clause14 [Contract Price and Payment].

3 THE ENGINEER

3.1 Architect Duties and Authority

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

3.1.2 The Architect shall have no authority to amend the Contract.

3.1.3 The Architect May exercise the authority attributable to the Architect as specified in or necessarily to be implied from the Contract. If the Architect is required to obtain the approval of the Procuring Entity before exercising a specified authority, the requirements shall be as stated in the **Special Conditions of Contract**. The Procuring Entity shall promptly inform the Contractor of any change to the authority attributed to the Engineer.

3.1.4 However, whenever the Architect exercises a specified authority for which the Procuring Entity's approval is required, then (for the purposes of the Contract) the contractor shall require the Architect to provide evidence of such approval before complying with the instruction.

3.1.5 Except as otherwise stated in these Conditions:

- a) Whenever carrying out duties or exercising authority, specified in or implied by the Contract, the Architect shall be deemed to act for the Procuring Entity;
- b) the Architect has no authority to relieve either Party of any duties, obligations or responsibilities under the Contract;
- c) any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by the Architect (including absence of disapproval) shall not relieve the Contractor from any responsibility he has under the Contract, including responsibility for errors, omissions, discrepancies and non-compliances; and
- d) any act by the Architect in response to a Contractor's request shall be notified in writing to the Contractor within 14 days of receipt.

3.1.6 The following provisions shall apply:

The Architect shall obtain the specific approval of the Procuring Entity before taking action under the following Sub-Clauses of these Conditions:

- a) Sub-Clause 4.12: agreeing or determining an extension of time and/or additional cost.
- b) Sub-Clause 13.1: instructing a Variation, except;
 - i) In an emergency situation as determined by the Engineer, or
 - ii) If such a Variation would increase the Accepted Contract Amount by less than the percentage specified in the **Special Conditions of Contract**.
- c) Sub-Clause 13.3: Approving a proposal for Variation submitted by the Contractor in accordance with Sub Clause 13.1 or 13.2.
- d) Sub-Clause 13.4: Specifying the amount payable in each of the applicable three currencies.

3.1.7 Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibility under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forth with comply, despite the absence of approval of the Procuring Entity, with any such instruction of the Engineer. The Architect shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 13 and shall notify the Contractor accordingly, with a copy to the Procuring Entity.

32 Delegation by the Engineer

32.1 The Architect may from time to time assign duties and delegate authority to assistants and may also revoke such assignment or delegation. These assistants may include a resident Engineer, and/or independent inspectors appointed to inspect and/ or test items of Plant and/or Materials. The assignment, delegation or revocation shall be in writing and shall not take effect until copies have been received by both Parties. However, unless otherwise agreed by both Parties, the Architect shall not delegate the authority to determine any matter in accordance with Sub-Clause 3.5 [Determinations].

32.2 Each assistant, to whom duties have been assigned or authority has been delegated, shall only be authorized to issue instructions to the Contractor to the extent defined by the delegation. Any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by an assistant, in accordance with the delegation, shall have the same effect as though the act had been an act of the Engineer. However:

- a) Any failure to disapprove any work, Plant or Materials shall not constitute approval, and shall therefore not prejudice the right of the Architect to reject the work, Plant or Materials;
- b) If the Contractor questions any determination or instruction of an assistant, the Contractor may refer the matter to the Engineer, who shall promptly confirm, reverse or vary the determination or instruction.

33 Instructions of the Engineer

33.1 The Architect may issue to the Contractor (at any time) instructions and additional or modified Drawings which may be necessary for the execution of the Works and the remedying of any defects, all in accordance with the Contract. The Contractor shall only take instructions from the Engineer, or from an assistant to whom the appropriate authority has been delegated under Clause 3.2.1.

33.2 The Contractor shall comply with the instructions given by the Architect or delegated assistant, on any matter related to the Contract. Whenever practicable, their instructions shall be given in writing. If the Architect or a delegated assistant:

- a) Gives an oral instruction,
- b) receives a written confirmation of the instruction, from (or on behalf of) the Contractor, within two working days after giving the instruction, and

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

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

34 Replacement of the Engineer

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

35 Determinations

3.5.1 Whenever these Conditions provide that the Architect shall proceed in accordance with this Sub-Clause 3.5 to agree or determine any matter, the Architect shall consult with each Party in an endeavor to reach agreement. If agreement is not achieved, the Architect shall make a fair determination in accordance with the Contract, taking due regard of all relevant circumstances.

3.5.1 The Architect shall give notice to both Parties of each agree mentor determination, with supporting particulars, within 30 days from the receipt of the corresponding claim or request except when otherwise specified. Each Party shall give effect to each agreement or determination unless and until revised under Clause 20 [Claims, Disputes and Arbitration].

4 THE CONTRACTOR

4.1 Contractor's General Obligations

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

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

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

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

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

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

- a) The Contractor shall submit to the Architect the Contractor's Documents for this part in accordance with the procedures specified in the Contract;
- b) these Contractor's Documents shall be in accordance with the Specification and Drawings, shall be written in the language for communications defined in Sub-Clause 1.4 [Law and Language], and shall include additional information required by the Architect to add to the Drawings for co-ordination of each Party's designs;
- c) the Contractor shall be responsible for this part and it shall, when the Works are completed, be fit for such purposes for which the part is intended as are specified in the Contract; and
- d) prior to the commencement of the Tests on Completion, the Contractor shall submit to the Architect the "as-built" documents and, if applicable, operation and maintenance manuals in accordance with the Specification and in sufficient detail for the Procuring Entity to operate, maintain, dismantle, reassemble, adjust and repair this part of the Works. Such part shall not be considered to be completed for the purposes of taking-over under Sub-Clause 10.1 [Taking Over of the Works and Sections] until these documents and manuals have been submitted to the Engineer.

42 Performance Security

- 42.1 The Contractor shall obtain (at his cost) a Performance Security for proper performance, in the amount stated in the **Special Conditions of Contract** and denominated in the currency (ies) of the Contract or in a freely convertible currency acceptable to the Procuring Entity. If an amount is not stated in the Special Conditions of Contract, this Sub-Clause shall not apply.
- 42.2 The Contractor shall deliver the Performance Security to the Procuring Entity within 30 days after receiving the Notification of Award and shall send a copy to the Engineer. The Performance Security shall be issued by a reputable bank selected by the Contractor and shall be in the form annexed to the Special Conditions, as stipulated by the Procuring Entity in the Special Conditions of Contract, or in another form approved by the Procuring Entity.
- 42.3 The Contractor shall ensure that the Performance Security is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects. If the terms of the Performance Security specify its expiry date, and the Contractor has not become entitled to receive the Performance Certificate by the date 30 days prior to the expiry date, the Contractor shall extend the validity of the Performance Security until the Works have been completed and any defects have been remedied.
- 42.4 The Procuring Entity shall not make a claim under the Performance Security, except for amounts to which the Procuring Entity is entitled under the Contract.
- 42.5 The Procuring Entity shall indemnify and hold the Contractor harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from a claim under the Performance Security to the extent to which the Procuring Entity was not entitled to make the claim.
- 42.6 The Procuring Entity shall return the Performance Security to the Contractor within 14 days after receiving a copy of the Taking-Over Certificate.
- 42.7 Without limitation to the provisions of the rest of this Sub-Clause, whenever the Architect determines an addition or a reduction to the Contract Price as a result of a change in cost and/ or legislation, or as a result of a Variation, amounting to more than 25 percent of the portion of the Contract Price payable in a specific currency, the Contractor shall at the Architect request promptly increase, or may decrease, as the case may be, the value of the Performance Security in that currency by an equal percentage.

43 Contractor's Representative

- 43.1 The Contractor shall appoint the Contractor's Representative and shall give him all authority necessary to act on the Contractor's behalf under the Contract. The Contractor's Representative's Name and Address shall be provided in the **Special Conditions of Contract**.
- 43.2 Unless the Contractor's Representative **is named in the Contract**, the Contractor shall, prior to the Commencement Date, submit to the Architect for consent the name and particulars of the person the Contractor proposes to appoint as Contractor's Representative. If consent is withheld or subsequently revoked in terms of Sub-Clause 6.9 [Contractor's Personnel], or if the appointed person fails to act as Contractor's Representative, the Contractor shall similarly submit the name and particulars of another suitable person for such appointment.
- 43.3 The Contractor shall not, without the prior consent of the Engineer, revoke the appointment of the Contractor's Representative or appoint a replacement.
- 43.4 The whole time of the Contractor's Representative shall be given to directing the Contractor's performance of the Contract. If the Contractor's Representative is to be temporarily absent from the Site during the execution of the Works, a suitable replacement person shall be appointed, subject to the Architect prior consent, and the Architect shall be notified accordingly.
- 43.5 The Contractor's Representative shall, on behalf of the Contractor, receive instructions under Sub-Clause 3.3 [Instructions of the Engineer].
- 43.6 The Contractor's Representative may delegate any powers, functions and authority to any competent person, and may at any time revoke the delegation. Any delegation or revocation shall not take effect until the Architect has received prior notice signed by the Contractor's Representative, naming the person and specifying the powers, functions and authority being delegated or revoked.
- 43.7 The Contractor's Representative shall be fluent in the language for communications defined in Sub-Clause 1.4

[Law and Language]. If the Contractor's Representative's delegates are not fluent in the said language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.

44 Sub-contractors

- 44.1 The Contractor shall not subcontract the whole of the Works. The contractor may however subcontract the works as provided in Clause 34.2.
- 44.2 The Contractor shall be responsible for the acts or defaults of any Subcontractor, his agents or employees, as if they were the acts or defaults of the Contractor. Unless otherwise stated in the Special Conditions:
- a) The Contractor shall not be required to obtain consent to suppliers solely of Materials, or to a subcontract for which the Subcontractor is named in the Contract;
 - b) The prior consent of the Procuring Entity shall be obtained to other proposed Subcontractors;
 - c) the Contractor shall give the Procuring Entity not less than 14 days' notice of the intended date of the commencement of each Subcontractor's work, and of the commencement of such work on the Site; and
 - d) each subcontract shall include provisions which would entitle the Procuring Entity to require the subcontract to be assigned to the Procuring Entity under Sub-Clause 4.5 [Assignment of Benefit of Subcontract] (if or when applicable) or in the event of termination under Sub-Clause 15.2 [Termination by Procuring Entity].
- 44.3 The Contractor shall ensure that the requirements imposed on the Contractor by Sub-Clause 1.12 [Confidential Details] apply equally to each Subcontractor.
- 44.4 Where practicable, the Contractor shall give fair and reasonable opportunity for contractors from Kenya to be appointed as Subcontractors.

45 Assignment of Benefit of Subcontract

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

46 Co-operation

- 46.1 The Contractor shall, as specified in the Contract or as instructed by the Engineer, allow appropriate opportunities for carrying out work to:
- a) The Procuring Entity's Personnel,
 - b) Any other contractors employed by the Procuring Entity, and
 - c) The personnel of any legally constituted public authorities, who may be employed in the execution on or near the Site of any work not included in the Contract.
- 46.2 Any such instruction shall constitute a Variation if and to the extent that it causes the Contractor to suffer delays and/or to incur Unforeseeable Cost. Services for these personnel and other contractors may include the use of Contractor's Equipment, Temporary Works or access arrangements which are the responsibility of the Contractor.
- 46.3 If, under the Contract, the Procuring Entity is required to give to the Contractor possession of any foundation, structure, plant or means of access in accordance with Contractor's Documents, the Contractor shall submit such documents to the Architect in the time and manner stated in the Specification.

47 Setting Out of the Works

- 47.1 The Contractor shall set out the Works in relation to original points, lines and levels of reference specified in the Contract notified by the Engineer. The Contractor shall be responsible for the correct positioning of all parts of the Works, and shall rectify any error in the positions, levels, dimensions or alignment of the Works.
- 47.2 The Procuring Entity shall be responsible for any errors in these specified or notified items of reference, but the Contractor shall use reasonable efforts to verify their accuracy before they are used.

- 4.73 If the Contractor suffers delay and/or incurs Cost from executing work which was necessitated by an error in these items of reference, and an experienced contractor could not reasonably have discovered such error and avoided this delay and/ or Cost, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:
- a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
 - b) payment of any such costs accrued, which shall be included in the Contract Price.
- 4.7.4 After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) whether and (if so) to what extent the error could not reasonably have been discovered, and (ii) the matters described in sub-paragraphs (a) and (b) above related to these.

48 Safety Procedures

The Contractor shall:

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

49 Quality Assurance

- 4.9.1 The Contractor shall institute a quality assurance system to demonstrate compliance with the requirements of the Contract. The system shall be in accordance with the details stated in the Contract. The Architect shall be entitled to audit any aspect of the system.
- 4.9.2 Details of all procedures and compliance documents shall be submitted to the Architect for information before each design and execution stage is commenced. When any document of a technical nature is issued to the Engineer, evidence of the prior approval by the Contractor itself shall be apparent on the document itself.

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

4.10 Site Data

- 4.10.1 The Procuring Entity shall have made available to the Contractor for his information, prior to the Base Date, all relevant data in the Procuring Entity's possession on sub-surface and hydrological conditions at the Site, including environmental aspects. The Procuring Entity shall similarly make available to the Contractor all such data which come into the Procuring Entity's possession after the Base Date. The Contractor shall be responsible for interpreting all such data.
- 4.10.2 To the extent which was practicable (taking account of cost and time), the Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Tender or Works. To the same extent, the Contractor shall be deemed to have inspected and examined the Site, its surroundings, the above data and other available information, and to have been satisfied before submitting the Tender as to all relevant matters, including (without limitation):
- a) The form and nature of the Site, including sub-surface conditions,
 - b) the hydrological and climatic conditions,
 - c) the extent and nature of the work and Goods necessary for the execution and completion of the Works and the remedying of any defects,
 - d) the Laws, procedures and labour practices of Kenya, and
 - e) the Contractor's requirements for access, accommodation, facilities, personnel, power, transport, water and other services.

4.11 Sufficiency of the Accepted Contract Amount

- 4.11.1 The Contractor shall be deemed to:
- a) Have satisfied itself as to the correctness and sufficiency of the Accepted Contract Amount, and
 - b) have based the Accepted Contract Amount on the data, interpretations, necessary information, inspections, examinations and satisfaction as to all relevant matters referred to in Sub-Clause 4.10 [Site Data].
- 4.11.2 Unless otherwise stated in the Contract, the Accepted Contract Amount covers all the Contractor's obligations under the Contract (including those under Provisional Sums, if any) and all things necessary for the proper execution and completion of the Works and the remedying of any defects.

4.12 Unforeseeable Physical Conditions

- 4.12.1 In this Sub-Clause, “physical conditions” means natural physical conditions and man-made and other physical obstructions and pollutants, which the Contractor encounters at the Site when executing the Works, including sub-surface and hydrological conditions but excluding climatic conditions.
- 4.12.2 If the Contractor encounters adverse physical conditions which he considers to have been Unforeseeable, the Contractor shall give notice to the Architect as soon as practicable.
- 4.12.3 This notice shall describe the physical conditions, so that they can be inspected by the Architect and shall set out the reasons why the Contractor considers them to be Unforeseeable. The Contractor shall continue executing the Works, using such proper and reasonable measures as are appropriate for the physical conditions, and shall comply with any instructions which the Architect may give. If an instruction constitutes a Variation, Clause 13 [Variations and Adjustments] shall apply.
- 4.12.4 If and to the extent that the Contractor encounters physical conditions which are Unforeseeable, gives such a notice, and suffers delay and/or incurs Cost due to these conditions, the Contractor shall be entitled subject to notice under Sub-Clause 20.1 [Contractor's Claims] to:
- a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
 - b) payment of any such Cost, which shall be included in the Contract Price.
- 4.12.5 Upon receiving such notice and inspecting and/or investigating these physical conditions, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) whether and (if so) to what extent these physical conditions were Unforeseeable, and (ii) the matters described in sub-paragraphs (a) and (b) above related to this extent.
- 4.12.6 However, before additional Cost is finally agreed or determined under sub-paragraph (ii), the Architect may also review whether other physical conditions in similar parts of the Works (if any) were more favorable than could reasonably have been foreseen when the Contractor submitted the Tender. If and to the extent that these more favorable conditions were encountered, the Architect may proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine the reductions in Cost which were due to these conditions, which may be included (as deductions) in the Contract Price and Payment Certificates. However, the net effect of all adjustments under sub-paragraph (b) and all these reductions, for all the physical conditions encountered in similar parts of the Works, shall not result in a net reduction in the Contract Price.
- 4.12.7 The Architect shall take account of any evidence of the physical conditions foreseen by the Contractor when submitting the Tender, which shall be made available by the Contractor, but shall not be bound by the Contractor's interpretation of any such evidence.

4.13 Rights of Way and Facilities

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

which he may require for the purposes of the Works.

4.14 Avoidance of Interference

4.14.1 The Contractor shall not interfere unnecessarily or improperly with:

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

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

4.15 Access Route

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

4.15.2 Except as otherwise stated in these Conditions:

- a) The Contractor shall (as between the Parties) be responsible for any maintenance which may be required for his use of access routes;
- b) the Contractor shall provide all necessary signs or directions along access routes, and shall obtain any permission which may be required from the relevant authorities for his use of routes, signs and directions;
- c) the Procuring Entity shall not be responsible for any claims which may arise from the use or otherwise of any access route;
- d) the Procuring Entity does not guarantee the suitability or availability of particular access routes; and
- e) Costs due to non-suitability or non-availability, for the use required by the Contractor, of access routes shall be borne by the Contractor.

4.16 Transport of Goods

Unless otherwise stated in the Special Conditions:

- a) the Contractor shall give the Architect not less than 21 days' notice of the date on which any Plant or a major item of other Goods will be delivered to the Site;
- b) the Contractor shall be responsible for packing, loading, transporting, receiving, unloading, storing and protecting all Goods and other things required for the Works; and
- c) the Contractor shall indemnify and hold the Procuring Entity harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from the transport of Goods and shall negotiate and pay all claims arising from their transport.

4.17 Contractor's Equipment

The Contractor shall be responsible for all Contractor's Equipment. When brought on to the Site, Contractor's Equipment shall be deemed to be exclusively intended for the execution of the Works. The Contractor shall not remove from the Site any major items of Contractor's Equipment without the consent of the Engineer. However, consent shall not be required for vehicles transporting Goods or Contractor's Personnel off Site.

4.18 Protection of the Environment

4.18.1 The contractor shall comply with the applicable environmental laws, regulations and policies.

4.18.2 The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.

4.18.3 The Contractor shall ensure that emissions, surfaced is charges and effluent from the Contractor's activities shall not exceed the values stated in the Specification or prescribed by applicable Laws.

4.19 Electricity, Water and Gas

- 4.19.1 The Contractor shall, except as stated below, be responsible for the provision of all power, water and other services he may require for his construction activities and to the extent defined in the Specifications, for the tests.
- 4.19.2 The Contractor shall be entitled to use for the purposes of the Works such supplies of electricity, water, gas and other services as may be available on the Site and of which details and prices are given in the Specifications. The Contractor shall, at his risk and cost, provide any apparatus necessary for his use of these services and for measuring the quantities consumed.
- 4.19.3 The quantities consumed and the amounts due (at these prices) for such services shall be agreed or determined by the Architect in accordance with Sub-Clause 2.5 [Procuring Entity's Claims] and Sub-Clause 3.5 [Determinations]. The Contractor shall pay these amounts to the Procuring Entity.

4.20 Procuring Entity's Equipment and Free-Issue Materials

- 4.20.1 The Procuring Entity shall make the Procuring Entity's Equipment (if any) available for the use of the Contractor in the execution of the Works in accordance with the details, arrangements and prices stated in the Specification. Unless otherwise stated in the Specification:
- a) The Procuring Entity shall be responsible for the Procuring Entity's Equipment, except that
 - b) the Contractor shall be responsible for each item of Procuring Entity's Equipment whilst any of the Contractor's Personnel is operating it, driving it, directing it or in possession or control of it.
- 4.20.1 The appropriate quantities and the amounts due (at such stated prices) for the use of Procuring Entity's Equipment shall be agreed or determined by the Architect in accordance with Sub-Clause 2.5 [Procuring Entity's Claims] and Sub-Clause 3.5 [Determinations]. The Contractor shall pay these amounts to the Procuring Entity.
- 4.20.2 The Procuring Entity shall supply, free of charge, the "free-issue materials" (if any) in accordance with the details stated in the Specification. The Procuring Entity shall, at his risk and cost, provide these materials at the time and place specified in the Contract. The Contractor shall then visually inspect them and shall promptly give notice to the Architect of any shortage, defect or default in these materials. Unless otherwise agreed by both Parties, the Procuring Entity shall immediately rectify the notified shortage, defect or default.
- 4.20.3 After this visual inspection, the free-issue materials shall come under the care, custody and control of the Contractor. The Contractor's obligations of inspection, care, custody and control shall not relieve the Procuring Entity of liability for any shortage, defect or default not apparent from a visual inspection.

4.21 Progress Reports

- 4.21.1 Unless otherwise stated in the Special Conditions, monthly progress reports shall be prepared by the Contractor and submitted to the Architect in six copies. The first report shall cover the period up to the end of the first calendar month following the Commencement Date. Reports shall be submitted monthly thereafter, each within 7 days after the last day of the period to which it relates.
- 4.21.2 Reporting shall continue until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works. Each report shall include:
- a) charts and detailed descriptions of progress, including each stage of design (if any), Contractor's Documents, procurement, manufacture, delivery to Site, construction, erection and testing; and including these stages for work by each nominated Subcontractor (as defined in Clause 5 [Nominated Subcontractors]),
 - b) photographs showing the status of manufacture and of progress on the Site;
 - c) for the manufacture of each main item of Plant and Materials, the name of the manufacturer, manufacture location, percentage progress, and the actual or expected dates of:
 - i) commencement of manufacture,
 - ii) Contractor's inspections,
 - iii) tests, and

- iv) shipment and arrival at the Site;
- d) the details described in Sub-Clause 6.10 [Records of Contractor's Personnel and Equipment];
- e) copies of quality assurance documents, test results and certificates of Materials;
- f) list of notices given under Sub-Clause 2.5 [Procuring Entity's Claims] and notices given under Sub-Clause 20.1 [Contractor's Claims];
- g) safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations; and
- h) comparison so factual and planned progress, with details of any events or circumstances which may jeopardize the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delays.

4.22 Security of the Site

Unless otherwise stated in the Special Conditions:

- a) The Contractor shall be responsible for keeping unauthorized persons off the Site, and
- b) authorized persons shall be limited to the Contractor's Personnel and the Procuring Entity's Personnel; and to any other personnel notified to the Contractor, by the Procuring Entity or the Engineer, as authorized personnel of the Procuring Entity's other contractors on the Site.

4.23 Contractor's Operations on Site

423.1 The Contractor shall confine his operations to the Site, and to any additional areas which may be obtained by the Contractor and agreed by the Architect as additional working areas. The Contractor shall take all necessary precautions to keep Contractor's Equipment and Contractor's Personnel within the Site and these additional areas, and to keep them off adjacent land.

423.2 During the execution of the Works, the Contractor shall keep the Site free from all unnecessary obstruction and shall store or dispose of any Contractor's Equipment or surplus materials. The Contractor shall clear away and remove from the Site any wreckage, rubbish and Temporary Works which are no longer required.

423.3 Upon the issue of a Taking-Over Certificate, the Contractor shall clear away and remove, from that part of the Site and Works to which the Taking-Over Certificate refers, all Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works. The Contractor shall leave that part of the Site and the Works in a clean and safe condition. However, the Contractor may retain on Site, during the Defects Notification Period, such Goods as are required for the Contractor to fulfil obligations under the Contract.

4.24 Fossils

424.1 All fossils, coins, articles of value or antiquity, and structures and other remains or items of geological or archaeological interest found on the Site shall be placed under the care and authority of the Procuring Entity. The Contractor shall take reasonable precautions to prevent Contractor's Personnel or other persons from removing or damaging any of these findings.

424.2 The Contractor shall, upon discovery of any such finding, promptly give notice to the Engineer, who shall issue instructions for dealing with it. If the Contractor suffers delay and/or incurs Cost from complying with the instructions, the Contractor shall give a further notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- b) payment of any such Cost, which shall be included in the Contract Price.
After receiving this further notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

5 NOMINATED SUBCONTRACTORS

5.1 Definition of "nominated Subcontractor"

In this Contract, "nominated Subcontractor" means a Subcontractor:

- a) Who is nominated by the Procuring Entity, or
- b) Contractor has nominated as a Subcontractor subject to Sub-Clause 5.2 [Objection to Notification].

52 Objection to Nomination

The Contractor shall not be under any obligation to employ a nominated Subcontractor against whom the Contractor raises reasonable objection by notice to the Procuring Entity as soon as practicable, with supporting particulars. An objection shall be deemed reasonable if it arises from (among other things) any of the following matters, unless the Procuring Entity agrees in writing to indemnify the Contractor against and from the consequences of the matter:

- a) there are reasons to believe that the Subcontractor does not have sufficient competence, resources or financial strength;
- b) the nominated Subcontractor does not accept to indemnify the Contractor against and from any negligence or misuse of Goods by the nominated Subcontractor, his agents and employees; or
- c) the nominated Subcontractor does not accept to enter into a subcontract which specifies that, for the subcontracted work (including design, if any), the nominated Subcontractor shall:
 - i) undertake to the Contractor such obligations and liabilities as will enable the Contractor to discharge his obligations and liabilities under the Contract;
 - ii) indemnify the Contractor against and from all obligations and liabilities arising under or in connection with the Contract and from the consequences of any failure by the Subcontractor to perform these obligations or to fulfil these liabilities, and
 - iii) be paid only if and when the Contractor has received from the Procuring Entity payments for sums due under the Subcontract referred to under Sub-Clause 5.3 [Payment to nominated Subcontractors].

53 Payments to nominated Subcontractors

The Contractor shall pay to the nominated Subcontractor the amounts shown on the nominated Subcontractor's invoices approved by the Contractor which the Architect certifies to be due in accordance with the subcontract. These amounts plus other charges shall be included in the Contract Price in accordance with sub-paragraph (b) of Sub-Clause 13.5 [Provisional Sums], except as stated in Sub-Clause 5.4 [Evidence of Payments].

54 Evidence of Payments

54.1 Before issuing a Payment Certificate which includes an amount payable to a nominated Subcontractor, the Architect may request the Contractor to supply reasonable evidence that the nominated Subcontractor has received all amounts due in accordance with previous Payment Certificates, less applicable deductions for retention or otherwise. Unless the Contractor:

- (a) Submits this reasonable evidence to the Engineer, or
- (b)
 - i) Satisfies the Architect in writing that the Contractor is reasonably entitled to withhold or refuse to pay these amounts, and
 - ii) Submits to the Architect reasonable evidence that the nominated Subcontractor has been notified of the Contractor's entitlement, then the Procuring Entity may (at his sole discretion) pay, direct to the nominated Subcontractor, part or all of such amounts previously certified (less applicable deductions) as are due to the nominated Subcontractor and for which the Contractor has failed to submit the evidence described in sub-paragraphs (a) or (b) above. The Contractor shall then repay, to the Procuring Entity, the amount which the nominated Subcontractor was directly paid by the Procuring Entity.

6 STAFF AND LABOR

6.1 Engagement of Staff and Labor

Except as otherwise stated in the Specification, the Contractor shall make arrangements for the engagement of all staff and labor, local or otherwise, and for their payment, feeding, transport, and, when appropriate, housing. The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labor with appropriate qualifications and experience from sources within Kenya.

6.2 Rates of Wages and Conditions of Labor

6.2.1 The Contractor shall pay rates of wages, and observe conditions of labor, which are not lower than those established for the trade or industry where the work is carried out. If no established rates or conditions are applicable, the Contractor shall pay rates of wages and observe conditions which are not lower than the general level of wages and conditions observed locally by Procuring Entity's whose trade or industry is similar

to that of the Contractor.

- 622 The Contractor shall inform the Contractor's Personnel about their liability to pay personal income taxes in Kenya in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the Laws of Kenya for the time being in force, and the Contractor shall perform such duties in regard to such deductions there of as may be imposed on him by such Laws.

63 Persons in the Service of Procuring Entity

The Contractor shall not recruit, or attempt to recruit, staff and labour from amongst the Procuring Entity's Personnel.

64 Lab or Laws

The Contractor shall comply with all the relevant labour Laws applicable to the Contractor's Personnel, including Laws relating to their employment, employment of children, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights. The Contractor shall require his employees to obey all applicable Laws, including those concerning safety at work.

65 Working Hours

No work shall be carried out on the Site on locally recognized days of rest, or outside the normal working hours stated in the **Special Conditions of Contract**, unless:

- a) Otherwise stated in the Contract,
- b) The Architect gives consent, or
- c) The work is unavoidable, or necessary for the protection of life or property or for the safety of the Works, in which case the Contractor shall immediately advise the Engineer, provided that work done outside the normal working hours shall be considered and paid for as overtime.

66 Facilities for Staff and Labor

Except as otherwise stated in the Specification, the Contractor shall provide and maintain all necessary accommodation and welfare facilities on site for the Contractor's Personnel. The Contractor shall also provide facilities for the Procuring Entity's Personnel as stated in the Specifications. The Contractor shall not permit any of the Contractor's Personnel to maintain any temporary or permanent living quarters within the structures forming part of the Permanent Works.

67 Health and Safety

- 67.1 The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor's Personnel. In collaboration with local health authorities, the Contractor shall ensure that medical staff, first aid facilities, sick bay and ambulance service are available at all times at the Site and at any accommodation for Contractor's and Procuring Entity's Personnel, and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics.
- 67.2 The Contractor shall appoint an accident prevention officer at the Site, responsible for maintaining safety and protection against accidents. This person shall be qualified for this responsibility and shall have the authority to issue instructions and take protective measures to prevent accidents. Throughout the execution of the Works, the Contractor shall provide whatever is required by this person to exercise this responsibility and authority.
- 67.3 The Contractor shall send, to the Engineer, details of any accident as soon as practicable after its occurrence. The Contractor shall maintain records and make reports concerning health, safety and welfare of persons, and damage to property, as the Architect may reasonably require.
- 67.4 The Contractor shall conduct an awareness programme on HIV and other sexually transmitted diseases via an approved service provider and shall undertake such other measures taken to reduce the risk of the transfer of these diseases between and among the Contractor's Personnel and the local community, to promote early diagnosis and to assist affected individuals.

68 Contractor's Superintendence

- 68.1 Throughout the execution of the Works, and as long thereafter as is necessary to fulfil the Contractor's obligations, the Contractor shall provide all necessary superintendence to plan, arrange, direct, manage, inspect and test the work.

6.8.2 Superintendence shall be given by a sufficient number of persons having adequate knowledge of the language for communications (defined in Sub-Clause 1.4 [Law and Language]) and of the operations to be carried out (including the methods and techniques required, the hazards likely to be encountered and methods of preventing accidents), for the satisfactory and safe execution of the Works.

6.9 Contractor's Personnel

6.9.1 The Contractor's Personnel shall be appropriately qualified, skilled and experienced in their respective trades or occupations. The Contractor's Key personnel shall be named in the Special Conditions of Contract. The Architect may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative if applicable, who:

- a) Persists in any misconduct or lack of care,
- b) Carries out duties in competently or negligently,
- c) fails to conform with any provisions of the Contract,
- d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment, or
- e) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works.

6.9.2 If appropriate, the Contractor shall then appoint (or cause to be appointed) a suitable replacement person.

6.10 Records of Contractor's Personnel and Equipment

The Contractor shall submit, to the Engineer, details showing the number of each class of Contractor's Personnel and of each type of Contractor's Equipment on the Site. Details shall be submitted each calendar month, in a form approved by the Engineer, until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works.

6.11 Disorderly Conduct

The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst the Contractor's Personnel, and to preserve peace and protection of persons and property on and near the Site.

6.12 Foreign Personnel

6.12.1 The Contractor shall not employ foreign personnel unless the contractor demonstrates that there are no Kenyans with the required skills.

6.12.2 The Contractor shall be responsible for the return of any foreign personnel to the place where they were recruited or to their domicile. In the event of the death in Kenya of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial.

6.13 Supply of Water

The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor's Personnel.

6.14 Measures against Insect and Pest Nuisance

The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.

6.15 Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the Laws of Kenya, onsite, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereof by Contractor's Personnel.

6.16 Prohibition of Forced or Compulsory Labour

The Contractor shall not employ forced labor, which consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of

involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.

6.17 Prohibition of Harmful Child Labor

The Contractor shall not employ children in a manner that is economically exploitative, or is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. Where the relevant labour laws of Kenya have provisions for employment of minors, the Contractor shall follow those laws applicable to the Contractor. Children below the age of 18 years shall not be employed in dangerous work.

6.18 Employment Records of Workers

The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the Engineer. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 [Records of Contractor's Personnel and Equipment].

6.19 Workers' Organizations

The Contractor shall comply with the relevant labor laws that recognize workers' rights to form and to join workers' organizations of their choosing without interference.

6.20 Non-Discrimination and Equal Opportunity

The Contractor shall base the labour employment on the principle of equal opportunity and fair treatment and shall not discriminate with respect to aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, promotion, termination of employment, retirement, and discipline.

7. PLANT, MATERIALS AND WORKMANSHIP

7.1 Manner of Execution

The Contractor shall carry out the manufacture/assemble of plant, the production and manufacture of Materials, and all other execution of the Works:

- a) In the manner (if any) specified in the Contract,
- b) in a proper workman like and careful manner, in accordance with recognized good practice, and
- c) with properly equipped facilities and non-hazardous Materials, except as otherwise specified in the Contract.

7.2 Samples

The Contractor shall submit the following samples of Materials, and relevant information, to the Architect for consent prior to using the Material in or for the Works:

- a) manufacturer's standard samples of Materials and samples specified in the Contract, all at the Contractor's cost, and
- b) additional samples instructed by the Architect as a Variation.

Each sample shall be labeled as to origin and intended use in the Works.

7.3 Inspection

7.3.1 The Procuring Entity's Personnel shall at all reasonable times:

- a) Have full access to all parts of the Site and to all places from which natural Materials are being obtained, and
- b) during production, manufacture and construction (at the Site and elsewhere), be entitled to examine, inspect, measure and test the materials and workmanship, and to check the progress of manufacture of Plant and production and manufacture of Materials.

7.3.2 The Contractor shall give the Procuring Entity's Personnel full opportunity to carry out these activities,

including providing access, facilities, permissions and safety equipment. No such activity shall relieve the Contractor from any obligation or responsibility.

- 733 The Contractor shall give notice to the Architect whenever any work is ready and before it is covered up, put out of sight, or packaged for storage or transport. The Architect shall then either carry out the examination, inspection, measurement or testing without unreasonable delay, or promptly give notice to the Contractor that the Architect does not require to do so. If the Contractor fails to give the notice, he shall, if and when required by the Engineer, uncover the work and there after reinstate and make good, all at the Contractor's cost.

74 Testing

- 741 This Sub-Clause shall apply to all tests specified in the Contract.
- 742 Except as otherwise specified in the Contract, the Contractor shall provide all apparatus, assistance, documents and other information, electricity, equipment, fuel, consumables, instruments, labor, materials, and suitably qualified and experienced staff, as are necessary to carry out the specified tests efficiently. The Contractor shall agree, with the Engineer, the time and place for the specified testing of any Plant, Materials and other parts of the Works.
- 743 The Architect may, under Clause 13 [Variations and Adjustments], vary the location or details of specified tests, or instruct the Contractor to carry out additional tests. If these varied or additional tests show that the tested Plant, Materials or workmanship is not in accordance with the Contract, the cost of carrying out this Variation shall be borne by the Contractor, notwithstanding other provisions of the Contract.
- 744 The Architect shall give the Contractor not less than 24 hours' notice of the Architect intention to attend the tests. If the Architect does not attend at the time and place agreed, the Contractor may proceed with the tests, unless otherwise instructed by the Engineer, and the tests shall then be deemed to have been made in the Architect presence.
- 745 If the Contractor suffers delay and/ or incurs Cost from complying with these instructions or as a result of a delay for which the Procuring Entity is responsible, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:
- a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
 - b) payment of any such Cost-plus profit, which shall be included in the Contract Price.
- 746 After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.
- 747 The Contractor shall promptly forward to the Architect duly certified reports of the tests. When the specified tests have been passed, the Architect shall endorse the Contractor's test certificate, or issue a certificate to him, to that effect. If the Architect has not attended the tests, he shall be deemed to have accepted the readings as accurate.

75 Rejection

- 751 If, as a result of an examination, inspection, measurement or testing, any Plant, Materials or workmanship is found to be defective or otherwise not in accordance with the Contract, the Architect may reject the Plant, Materials or workmanship by giving notice to the Contractor, with reasons. The Contractor shall then promptly make good the defect and ensure that the rejected item complies with the Contract.
- 752 If the Architect requires this Plant, Materials or workmanship to be retested, the tests shall be repeated under the same terms and conditions. If the rejection and retesting cause the Procuring Entity to incur additional costs, the Contractor shall subject to Sub-Clause 2.5 [Procuring Entity's Claims] pay these costs to the Procuring Entity.

76 Remedial Work

- 76.1 Notwithstanding any previous test or certification, the Architect may instruct the Contractor to:
- a) Remove from the Site and replace any Plant or Materials which is not in accordance with the Contract,
 - b) remove and re-execute any other work which is not in accordance with the Contract, and
 - c) execute any work which is urgently required for the safety of the Works, whether because of an accident, unforeseen able event or otherwise.

- 7.62 The Contractor shall comply with the instruction within a reasonable time, which shall be the time (if any) specified in the instruction, or immediately if urgency is specified under sub-paragraph (c).
- 7.63 If the Contractor fails to comply with the instruction, the Procuring Entity shall be entitled to employ and pay other persons to carry out the work. Except to the extent that the Contractor would have been entitled to payment for the work, the Contractor shall subject to Sub-Clause 2.5 [Procuring Entity's Claims] pay to the Procuring Entity all costs arising from this failure.
- 7.64 If the contractor repeatedly delivers defective work, the Procuring Entity may consider termination in accordance with Clause 15.

7.7 Ownership of Plant and Materials

Except as otherwise provided in the Contract, each item of Plant and Materials shall become the property of the Procuring Entity at whichever is the earlier of the following times, free from liens and other encumbrances:

- a) When it is incorporated in the Works;
- b) when the Contractor is paid the corresponding value of the Plant and Materials under Sub-Clause 8.10 [Payment for Plant and Materials in Event of Suspension].

7.8 Royalties

Unless otherwise stated in the Specification, the Contractor shall pay all royalties, rents and other payments for:

- a) Natural materials obtained from outside the Site, and
- b) The disposal of material from demolitions and excavations and of other surplus material (whether natural or man-made), except to the extent that disposal areas within the Site are specified in the Contract.

8 COMMENCEMENT, DELAYS AND SUSPENSION

8.1 Commencement of Works

- 8.1.1 Except as otherwise specified in the Special Conditions of Contract, the Commencement Date shall be the date at which the following precedent condition shave all been fulfilled and the Architect notification recording the agreement of both Parties on such fulfilment and instructing to commence the Work is received by the Contractor:
- a) Signature of the Contract Agreement by both Parties, and if required, approval of the Contract by relevant authorities of Kenya;
 - b) except if otherwise specified in the Special Conditions of Contract, effective access to and possession of the Site given to the Contractor together with such permission(s) under (a) of Sub-Clause 1.13 [Compliance with Laws] as required for the commencement of the Works.
 - c) Receipt by the Contractor of the Advance Payment under Sub-Clause 14.2 [Advance Payment] provided that the corresponding bank guarantee has been delivered by the Contractor.
- 8.1.2 If the said Architect instruction is not received by the Contractor within 180 days from his receipt of the Letter of Acceptance, the Contractor shall be entitled to terminate the Contract under Sub-Clause 16.2 [Termination by Contractor].
- 8.1.3 The Contractor shall commence the execution of the Works as soon as is reasonably practicable after the Commencement Date and shall then proceed with the Works with due expedition and without delay.

8.2 Time for Completion

The Contractor shall complete the whole of the Works, and each Section (if any), within the Time for Completion for the Works or Section (as the case may be), including:

- a) Achieving the passing of the Tests on Completion, and
- b) completing all work which is stated in the Contract as being required for the Works or Section to be considered to be completed for the purposes of taking-over under Sub-Clause 10.1 [Taking Over of the Works and Sections].

8.3 Programme

- 8.3.1 The Contractor shall submit a detailed time programme to the Architect within 14 days after receiving the

notice under Sub-Clause 8.1 [Commencement of Works]. The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress or with the Contractor's obligations. Each programme shall include:

- a) The order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage of design (if any), Contractor's Documents, procurement, manufacture of Plant, delivery to Site, construction, erection and testing,
- b) each of these stages for work by each nominated Subcontractor (as defined in Clause 5 [Nominated Subcontractors]),
- c) the sequence and timing of inspections and tests specified in the Contract, and
- d) a supporting report which includes:
 - i) a general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, and
 - ii) details showing the Contractor's reasonable estimate of the number of each class of Contractor's Personnel and of each type of Contractor's Equipment, required on the Site for each major stage.

832 Unless the Engineer, within 14 days after receiving a programme, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the programme, subject to his other obligations under the Contract. The Procuring Entity's Personnel shall be entitled to rely upon the programme when planning their activities.

833 The Contractor shall promptly give notice to the Architect of specific probable future events or circumstances which may adversely affect the work, increase the Contract Price or delay the execution of the Works.

834 If, at any time, the Architect gives notice to the Contractor that a programme fails (to the extent stated) to comply with the Contractor to be consistent with actual progress and the Contractor's stated intentions, the Contractor shall submit a revised programme to the Architect in accordance with this Sub-Clause.

8.4 Extension of Time for Completion

841 The Contractor shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to an extension of the Time for Completion if and to the extent that completion for the purposes of Sub-Clause 10.1 [Taking Over of the Works and Sections] is or will be delayed by any of the following causes:

- a) a Variation (unless an adjustment to the Time for Completion has been agreed under Sub-Clause 13.3 [Variation Procedure]) or other substantial change in the quantity of an item of work included in the Contract,
- b) a cause of delay giving an entitlement to extension of time under a Sub-Clause of these Conditions,
- c) exceptionally adverse climatic conditions,
- d) Unforeseeable shortages in the availability of personnel or Goods caused by epidemic or governmental actions, or
- e) any delay, impediment or prevention caused by or attributable to the Procuring Entity, the Procuring Entity's Personnel, or the Procuring Entity's other contractors.

842 If the Contractor considers itself to be entitled to an extension of the Time for Completion, the Contractor shall give notice to the Architect in accordance with Sub-Clause 20.1 [Contractor's Claims]. When determining each extension of time under Sub-Clause 20.1, the Architect shall review previous determinations and may increase, but shall not decrease, the total extension of time.

8.5 Delays Caused by Authorities

If the following conditions apply, namely:

- a) The Contractor has diligently followed the procedures laid down by the relevant legally constituted public authorities in Kenya,
- b) These authorities delay or disrupt the Contractor's work, and
- c) the delay or disruption was Unforeseeable, then this delay or disruption will be considered as a cause of delay under sub-paragraph (b) of Sub-Clause 8.4 [Extension of Time for Completion].

8.6 Rate of Progress

- 861 If, at any time:
- a) Actual progress is too slow to complete within the Time for Completion, and/or
 - b) Progress has fallen (or will fall) behind the current programme under Sub-Clause 8.3 [Programme], other than as a result of a cause listed in Sub-Clause 8.4 [Extension of Time for Completion], then the Architect may instruct the Contractor to submit, under Sub-Clause 8.3 [Programme], a revised programme and supporting report describing the revised methods which the Contractor proposes to adopt in order to expedite progress and complete within the Time for Completion.
- 862 Unless the Architect notifies otherwise, the Contractor shall adopt these revised methods, which may require increases in the working hours and/or in the numbers of Contractor's Personnel and/or Goods, at the risk and cost of the Contractor. If these revised methods cause the Procuring Entity to incur additional costs, the Contractor shall subject to notice under Sub-Clause 2.5 [Procuring Entity's Claims] pay these costs to the Procuring Entity, in addition to delay damages (if any) under Sub-Clause 8.7 below.
- 863 Additional costs of revised methods including acceleration measures, instructed by the Architect to reduce delays resulting from causes listed under Sub-Clause 8.4 [Extension of Time for Completion] shall be paid by the Procuring Entity, without generating, however, any other additional payment benefit to the Contractor.

8.7 Delay Damages

- 871 If the Contractor fails to comply with Sub-Clause 8.2 [Time for Completion], the Contractor shall subject to notice under Sub-Clause 2.5 [Procuring Entity's Claims] pay delay damages to the Procuring Entity for this default. These delay damages shall be the sum stated in the **Special Conditions of Contract**, which shall be paid for everyday which shall elapse between the relevant Time for Completion and the date stated in the taking-Over Certificate. However, the total amount due under this Sub-Clause shall not exceed the maximum amount of delay damages (if any) stated in the Special Conditions of Contract.
- 872 These delay damages shall be the only damages due from the Contractor for such default, other than in the event of termination under Sub-Clause 15.2 [Termination by Procuring Entity] prior to completion of the Works. These damages shall not relieve the Contractor from his obligation to complete the Works, or from any other duties, obligations or responsibilities which he may have under the Contract.

8.8 Suspension of Work

- 881 The Architect may at any time instruct the Contractor to suspend progress of part or all of the Works. During such suspension, the Contractor shall protect, store and secure such part or the Works against any deterioration, loss or damage.
- 882 The Architect may also notify the cause for the suspension. If and to the extent that the cause is notified and is the responsibility of the Contractor, the following Sub-Clauses 8.9, 8.10 and 8.11 shall not apply.

8.9 Consequences of Suspension

- 891 If the Contractor suffers delay and/or incurs Cost from complying with the Architect instructions under Sub-Clause 8.8 [Suspension of Work] and/or from resuming the work, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:
- a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
 - b) Payment of any such Cost, which shall be included in the Contract Price.
- 892 After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.
- 893 The Contractor shall not be entitled to an extension of time for, or to payment of the Cost incurred in, making good the consequences of the Contractor's faulty design, workmanship or materials, or of the Contractor's failure to protect, store or secure in accordance with Sub-Clause 8.8 [Suspension of Work].

8.10 Payment for Plant and Materials in Event of Suspension

The Contractor shall be entitled to payment of the value (as at the date of suspension) of Plant and/ or

Materials which have not been delivered to Site, if:

- a) The work on Plant or delivery of Plant and/ or Materials has been suspended for more than 30 days, and
- b) the Contractor has marked the Plant and/or Materials as the Procuring Entity's property in accordance with the Architect instructions.

8.11 Prolonged Suspension

If the suspension under Sub-Clause 8.8 [Suspension of Work] has continued for more than 84 days, the Contractor may request the Architect permission to proceed. If the Architect does not give permission within 30 days after being requested to do so, the Contractor may, by giving notice to the Engineer, treat the suspension as an omission under Clause 13 [Variations and Adjustments] of the affected part of the Works. If the suspension affects the whole of the Works, the Contractor may give notice of termination under Sub-Clause 16.2 [Termination by Contractor].

8.12 Resumption of Work

After the permission or instruction to proceed is given, the Contractor and the Architect shall jointly examine the Works and the Plant and Materials affected by the suspension. The Contractor shall make good any deterioration or defect in or loss of the Works or Plant or Materials, which has occurred during the suspension after receiving from the Architect an instruction to this effect under Clause 13 [Variations and Adjustments].

9 TESTS ON COMPLETION

9.1 Contractor's Obligations

- 9.1.1 The Contractor shall carry out the Tests on Completion in accordance with this Clause and Sub-Clause 7.4 [Testing], after providing the documents in accordance with sub-paragraph (d) of Sub-Clause 4.1 [Contractor's General Obligations].
- 9.1.2 The Contractor shall give to the Architect not less than 21 days' notice of the date after which the Contractor will be ready to carry out each of the Tests on Completion. Unless otherwise agreed, Tests on Completion shall be carried out within 14 days after this date, on such day or days as the Architect shall instruct.
- 9.1.3 In considering the results of the Tests on Completion, the Architect shall make allowances for the effect of any use of the Works by the Procuring Entity on the performance or other characteristics of the Works. As soon as the Works, or a Section, have passed any Tests on Completion, the Contractor shall submit a certified report of the results of these Tests to the Engineer.

9.2 Delayed Tests

- 9.2.1 If the Tests on Completion are being unduly delayed by the Procuring Entity, Sub-Clause 7.4 [Testing] (fifth paragraph) and/ or Sub-Clause 10.3 [Interference with Tests on Completion] shall be applicable.
- 9.2.2 If the Tests on Completion are being unduly delayed by the Contractor, the Architect may by notice require the Contractor to carry out the Tests within 21 days after receiving the notice. The Contractor shall carry out the Tests on such day or days within that period as the Contractor may fix and of which he shall give notice to the Engineer.
- 9.2.3 If the Contractor fails to carry out the Tests on Completion within the period of 21 days, the Procuring Entity's Personnel may proceed with the Test at the risk and cost of the Contractor. The Tests on Completion shall then be deemed to have been carried out in the presence of the Contractor and the results of the Tests shall be accepted as accurate.

9.3 Retesting of related works

If the Works, or a Section, fail to pass the Tests on Completion, Sub-Clause 7.5 [Rejection] shall apply, and the Architect or the Contractor may require the failed Tests, and Tests on Completion on any related work, to be repeated under the same terms and conditions.

9.4 Failure to Pass Tests on Completion

- 9.4.1 If the Works, or a Section, fail to pass the Tests on Completion repeated under Sub-Clause 9.3 [Retesting], the Architect shall be entitled to:

- a) Order further repetition of Tests on Completion under Sub-Clause 9.3; or
- b) if the failure deprives the Procuring Entity of substantially the whole benefit of the Works or Section, reject the Works or Section (as the case may be), in which event the Procuring Entity shall have the same remedies as are provided in sub-paragraph (c) of Sub-Clause 1.4 [Failure to Remedy Defects].

10. PROCURING ENTITY'S TAKING OVER

10.1 Taking Over of the Works and Sections

- 10.1.1 Except as stated in Sub-Clause 9.4 [Failure to Pass Tests on Completion], the Works shall be taken over by the Procuring Entity when (i) the Works have been completed in accordance with the Contract, including the matters described in Sub-Clause 8.2 [Time for Completion] and except as allowed in sub-paragraph (a) below, and (ii) a Taking-Over Certificate for the Works has been issued, or is deemed to have been issued in accordance with this Sub-Clause.
- 10.1.2 The Contractor may apply by notice to the Architect for a Taking-Over Certificate not earlier than 14 days before the Works will, in the Contractor's opinion, be complete and ready for taking over. If the Works are divided into Sections, the Contractor may similarly apply for a Taking-Over Certificate for each Section.
- 10.1.3 The Architect shall, within 30 days after receiving the Contractor's application:
- a) Issue the Taking-Over Certificate to the Contractor, stating the date on which the Works or Section were completed in accordance with the Contract, except for any minor outstanding work and defects which will not substantially affect the use of the Works or Section for their intended purpose (either until or whilst this work is completed and these defects are remedied); or
 - b) reject the application, giving reasons and specifying the work required to be done by the Contractor to enable the Taking-Over Certificate to be issued. The Contractor shall then complete this work before issuing a further notice under this Sub-Clause.
- 10.1.4 If the Architect fails either to issue the Taking-Over Certificate or to reject the Contractor's application within the period of 30 days, and if the Works or Section (as the case may be) are substantially in accordance with the Contract, the Taking-Over Certificate shall be deemed to have been issued on the last day of that period.

10.2 Taking Over of Parts of the Works

- 10.2.1 The Architect may, at the sole discretion of the Procuring Entity, issue a Taking-Over Certificate for any part of the Permanent Works.
- 10.2.2 The Procuring Entity shall not use any part of the Works (other than as a temporary measure which is either specified in the Contract or agreed by both Parties) unless and until the Architect has issued a Taking-Over Certificate for this part. However, if the Procuring Entity does use any part of the Works before the Taking-Over Certificate is issued:
- a) The part which is used shall be deemed to have been taken over as from the date on which it is used,
 - b) the Contractor shall cease to be liable for the care of such part as from this date, when responsibility shall pass to the Procuring Entity, and
 - c) if requested by the Contractor, the Architect shall issue a Taking-Over Certificate for this part.
- 10.2.3 After the Architect has issued a Taking-Over Certificate for a part of the Works, the Contractor shall be given the earliest opportunity to take such steps as may be necessary to carry out any outstanding Tests on Completion. The Contractor shall carry out these Tests on Completion as soon as practicable before the expiry date of the relevant Defects Notification Period.
- 10.2.4 If the Contractor incurs Cost as a result of the Procuring Entity taking over and/or using a part of the Works, other than such use as is specified in the Contract agreed by the Contractor, the Contractor shall (i) give notice to the Architect and (ii) be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to payment of any such accrued costs, which shall be included in the Contract Price. After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine this accrued cost.
- 10.2.5 If a Taking-Over Certificate has been issued for a part of the Works (other than a Section), the delay damages thereafter for completion of the remainder of the Works shall be reduced. Similarly, the delay damages for the remainder of the Section (if any) in which this part is included shall also be reduced. For any period of delay after the date stated in this Taking-Over Certificate, the proportional reduction in these delay damages shall be calculated as the proportion which the value of the part so certified bears to the value of the Works or Section (as the case may be) as a whole. The Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these proportions. The provisions of this paragraph shall only apply

to the daily rate of delay damages under Sub-Clause 8.7 [Delay Damages] and shall not affect the maximum amount of these damages.

103 Interference with Tests on Completion

- 103.1 If the Contractor is prevented, for more than 14 days, from carrying out the Tests on Completion by a cause for which the Procuring Entity is responsible, the Procuring Entity shall be deemed to have taken over the Works or Section (as the case may be) on the date when the Tests on Completion would otherwise have been completed.
- 103.2 The Architect shall then issue a Taking-Over Certificate accordingly, and the Contractor shall carry out the Tests on Completion as soon as practicable, before the expiry date of the Defects Notification Period. The Architect shall require the Tests on Completion to be carried out by giving 14 days' notice and in accordance with the relevant provisions of the Contract.
- 103.3 If the Contractor suffers delay and/or incurs Cost as a result of this delay in carrying out the Tests on Completion, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:
- a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
 - b) payment of any such accrued costs, which shall be included in the Contract Price.
- 103.4 After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

104 Surfaces Requiring Reinstatement

Except as otherwise stated in a Taking-Over Certificate, a certificate for a Section or part of the Works shall not be deemed to certify completion of any ground or other surfaces requiring reinstatement.

11. DEFECTS LIABILITY

11.1 Completion of Outstanding Work and Remedying Defects

- 11.1.1 In order that the Works and Contractor's Documents, and each Section, shall be in the condition required by the Contract (fair wear and tear excepted) by the expiry date of the relevant Defects Notification Period or as soon as practicable thereafter, the Contractor shall:
- a) complete any work which is outstanding on the date stated in a Taking-Over Certificate, within such reasonable time as is instructed by the Engineer, and
 - b) execute all work required to remedy defects or damage, as may be notified by (or on behalf of) the Procuring Entity on or before the expiry date of the Defects Notification Period for the Works or Section (as the case may be).
- 11.1.2 If a defect appears or damage occurs, the Contractor shall be notified accordingly by the Engineer.

11.2 Cost of Remedying Defects

- 11.2.1 All work referred to in sub-paragraph (b) of Sub-Clause 11.1 [Completion of Outstanding Work and Remedying Defects] shall be executed at the risk and cost of the Contractor, if and to the extent that the work is attributable to:
- a) Any design for which the Contractor is responsible,
 - b) Plant, Materials or workmanship not being in accordance with the Contract, or
 - c) Failure by the Contractor to comply with any other obligation.
- 11.2.2 If and to the extent that such work is attributable to any other cause, the Contractor shall be notified promptly by (or on behalf of) the Procuring Entity, and Sub-Clause 13.3 [Variation Procedure] shall apply.

11.3 Extension of Defects Notification Period

- 11.3.1 The Procuring Entity shall be entitled subject to Sub-Clause 2.5 [Procuring Entity's Claims] to an extension of the Defects Notification Period for the Works or a Section if and to the extent that the Works, Section or a major item of Plant (as the case may be, and after taking over) cannot be used for the purposes for which they

are intended by reason of a defect or by reason of damage attributable to the Contractor. However, a Defects Notification Period shall not be extended by more than two years.

- 11.3.2 If delivery and/ or erection of Plant and/ or Materials was suspended under Sub-Clause 8.8 [Suspension of Work] or Sub-Clause 16.1 [Contractor's Entitlement to Suspend Work], the Contractor's obligations under this Clause shall not apply to any defects or damage occurring more than two years after the Defects Notification Period for the Plant and/ or Materials would otherwise have expired.

11.4 Failure to Remedy Defects

- 11.4.1 If the Contractor fails to remedy any defect or damage within a reasonable time, a date may be fixed by the Engineer, on or by which the defect or damage is to be remedied. The Contractor shall be given reasonable notice of this date.
- 11.4.2 If the Contractor fails to remedy the defect or damage by this notified date and this remedial work was to be executed at the cost of the Contractor under Sub-Clause 11.2 [Cost of Remedying Defects], the Procuring Entity may (at his option):
- (a) Carry out the work itself or by others, in a reasonable manner and at the Contractor's cost, but the Contractor shall have no responsibility for this work; and the Contractor shall subject to Sub-Clause 2.5 [Procuring Entity's Claims] pay to the Procuring Entity the costs reasonably incurred by the Procuring Entity in remedying the defect or damage;
 - (b) Require the Architect to agree or determine a reasonable reduction in the Contract Price in accordance with Sub-Clause 3.5 [Determinations]; or
 - (c) if the defect or damage deprives the Procuring Entity of substantially the whole benefit of the Works or any major part of the Works, terminate the Contract as a whole, or in respect of such major part which cannot be put to the intended use. Without prejudice to any other rights, under the Contract otherwise, the Procuring Entity shall then be entitled to recover all sums paid for the Works or for such part (as the case may be), plus financing costs and the cost of dismantling the same, clearing the Site and returning Plant and Materials to the Contractor.

11.5 Removal of Defective Work

If the defect or damage cannot be remedied expeditiously on the Site and the Procuring Entity gives consent, the Contractor may remove from the Site for the purposes of repair such items of Plant as are defective or damaged. This consent may require the Contractor to increase the amount of the Performance Security by the full replacement cost of these items, or to provide other appropriate security.

11.6 Further Tests

- 11.6.1 If the work of remedying of any defect or damage may affect the performance of the Works, the Architect may require the repetition of any of the tests described in the Contract. The requirement shall be made by notice within 14 days after the defect or damage is remedied.
- 11.6.2 These tests shall be carried out in accordance with the terms applicable to the previous tests, except that they shall be carried out at the risk and cost of the Party liable, under Sub-Clause 11.2 [Cost of Remedying Defects], for the cost of the remedial work.

11.7 Right of Access

Until the Completion Certificate has been issued, the Contractor shall have such right of access to the Works as is reasonably required in order to comply with this Clause, except as may be inconsistent with the Procuring Entity's reasonable security restrictions.

11.8 Contractor to Search

The Contractor shall, if required by the Engineer, search for the cause of any defect on parts of the works that have already accepted, under the direction of the Engineer. Unless the defect is to be remedied at the cost of the Contractor under Sub-Clause 11.2 [Cost of Remedying Defects], the Cost of the search plus profit shall be agreed or determined by the Architect in accordance with Sub-Clause 3.5 [Determinations] and shall be included in the Contract Price.

11.9 Completion Certificate

- 11.9.1 Performance of the Contractor's obligations shall not be considered to have been completed until the Architect has issued the Completion Certificate to the Contractor, stating the date on which the Contractor completed

his obligations under the Contract.

11.92 The Architect shall issue the Completion Certificate within 30 days after the latest of the expiry dates of the Defects Liability Period, or as soon thereafter as the Contractor has supplied all the Contractor's Documents and completed and tested all the Works, including remedying any defects. A copy of the Completion Certificate shall be issued to the Procuring Entity.

11.93 Only the Completion Certificate shall be deemed to constitute acceptance of the Works.

11.10 Unfulfilled Obligations

After the Completion Certificate has been issued, each Party shall remain liable for the fulfilment of any obligation which remains unperformed at that time. For the purposes of determining the nature and extent of unperformed obligations, the Contract shall be deemed to remain in force.

11.11 Clearance of Site

11.11.1 Upon receiving the Completion Certificate, the Contractor shall remove any remaining Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works from the Site.

11.11.2 If all these items have not been removed within 30 days after receipt by the Contractor of the Completion Certificate, the Procuring Entity may sell or otherwise dispose of any remaining items. The Procuring Entity shall be entitled to be paid the costs incurred in connection with, or attributable to, such sale or disposal and restoring the Site.

11.11.3 Any balance of the moneys from the sale shall be paid to the Contractor. If these moneys are less than the Procuring Entity's costs, the Contractor shall pay the outstanding balance to the Procuring Entity.

12 MEASUREMENT AND DEVALUATION

12.1 Works to be Measured

12.1.1 The Works shall be measured, and valued for payment, in accordance with this Clause. The Contractor shall show in each application under Sub-Clauses 14.3 [Application for Interim Payment Certificates], 14.10 [Statement on Completion] and 14.11 [Application for Final Payment Certificate] the quantities and other particulars detailing the amounts which he considers to be entitled under the Contract.

12.1.2 Whenever the Architect requires any part of the Works to be measured, reasonable notice shall be given to the Contractor's Representative, who shall:

- a) promptly either attend or send another qualified representative to assist the Architect in making the measurement, and
- b) supply any particulars requested by the Engineer.

12.1.3 If the Contractor fails to attend or send a representative, the measurement made by the Architect shall be accepted as accurate.

12.1.4 Except as otherwise stated in the Contract, wherever any Permanent Works are to be measured from records, these shall be prepared by the Engineer. The Contractor shall, as and when requested, attend to examine and agree the records with the Engineer, and shall sign the same when agreed. If the Contractor does not attend, the records shall be accepted as accurate.

12.1.5 If the Contractor examines and disagrees the records, and/ or does not sign them as agreed, then the Contractor shall give notice to the Architect of the respects in which the records are asserted to be inaccurate. After receiving this notice, the Architect shall review the records and either confirm or vary them and certify the payment of the undisputed part. If the Contractor does not so give notice to the Architect within 14 days after being requested to examine the records, they shall be accepted as accurate.

12.2 Method of Measurement

Except as otherwise stated in the Contract:

- a) Measurement shall be made of the net actual quantity of each item of the Permanent Works, and
- b) the method of measurement shall be in accordance with the Bill of Quantities or other applicable Schedules.

123 Evaluation

- 123.1 Except as otherwise stated in the Contract, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine the value of work done by evaluating each item of work, applying the measurement agreed or determined in accordance with the above Sub-Clauses 12.1 and 12.2 and the appropriate rate or price for the item.
- 123.2 For each item of work, the appropriate rate or price for the item shall be the rate or price specified for such item in the Contractor, if there is no such item, specified for similar work.
- 123.3 Any item of work included in the Bill of Quantities for which no rate or price was specified shall be considered as included in other rates and prices in the Bill of Quantities and will not be paid for separately.
- 123.4 However, for a new item of work, a new rate or price shall be appropriate for such item of work if:
- a) The work is instructed under Clause 13 [Variations and Adjustments],
 - b) no rate or price is specified in the Contract for this item, and
 - c) no specified rate or price is appropriate because the item of work is not of similar character, or is not executed under similar conditions, as any item in the Contract.
- 123.5 Each new rate or price shall be derived from any relevant rates or prices in the Contract. If no rates or prices are relevant for the new item of work, it shall be derived from the reasonable Cost of executing such work, prevailing market rates, together with profit, taking account of any other relevant matters.
- 123.6 Until such time as an appropriate rate or price is agreed or determined, the Architect shall determine a provisional rate or price for the purposes of Interim Payment Certificates as soon as the concerned work commences.
- 123.7 Where the contract price is different from the corrected tender price, in order to ensure the contractor is not paid less or more relative to the contract price (*which would be the tender price*), payment valuation certificates and variation orders on omissions and additions valued based on rates in the Bill of Quantities or schedule of rates in the Tender, will be adjusted by a plus or minus percentage. The percentage already worked out during tender evaluation is worked out as follows: $(\text{corrected tender price} - \text{tender price}) / \text{tender price} \times 100$.

124 Omissions

Whenever the omission of any work form's part (or all) of a Variation, the value of which has not been agreed, if:

- a) The Contractor will incur (or has incurred) cost which, if the work had not been omitted, would have been deemed to be covered by a sum forming part of the Accepted Contract Amount;
- b) The omission of the work will result (or has resulted) in this sum not forming part of the Contract Price; and
- c) this cost is not deemed to be included in the evaluation of any substituted work; then the Contractor shall give notice to the Architect accordingly, with supporting particulars. Upon receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine this cost, which shall be included in the Contract Price.

13 VARIATIONS AND ADJUSTMENTS

13.1 Right to Vary

- 13.1.1 Variations may be initiated by the Architect at any time prior to issuing the Taking-Over Certificate for the Works, either by an instruction or by a request for the Contractor to submit a proposal. No Variation instructed by the Architect under this Clause shall in any way vitiate or invalidate the Contract.
- 13.1.2 The Contractor shall execute and be bound by each Variation, unless the Contractor promptly gives notice to the Architect stating (with supporting particulars) that (i) the Contractor cannot readily obtain the Goods required for the Variation, or (ii) such Variation triggers a substantial change in the sequence or progress of the Works. Upon receiving this notice, the Architect shall cancel, confirm or vary the instruction.
- 13.1.3 Each Variation may include:
- a) changes to the quantities of any item of work included in the Contract (however, such changes do not necessarily constitute a Variation),
 - b) changes to the quality and other characteristics of any item of work,
 - c) changes to the levels, positions and/ or dimensions of any part of the Works,

- d) omission of any work unless it is to be carried out by others,
- e) any additional work, Plant, Materials or services necessary for the Permanent Works, including any associated Tests on Completion, boreholes and other testing and exploratory work, or
- f) changes to the sequence or timing of the execution of the Works.

13.14 The Contractor shall not make any alteration and/or modification of the Permanent Works, unless and until the Architect instructs after obtaining approval of the Procuring Entity.

132 Variation Order Procedure

13.21 Prior to any Variation Order under Sub-Clause 13.1.4 the Architect shall notify the Contractor of the nature and form of such variation. As soon as possible after having received such notice, the Contractor shall submit to the Engineer:

- a) A description of work, if any, to be performed and a programme for its execution, and
- b) the Contractor's proposals for any necessary modifications to the Programme according to Sub-Clause 8.3 or to any of the Contractor's obligations under the Contract, and
- c) the Contractor's proposals for adjustment to the Contract Price.

Following the receipt of the Contractor's submission the Architect shall, after due consultation with the Employer and the Contractor, decide as soon as possible whether or not the variation shall be carried out. If the Architect decides that the variation shall be carried out, he shall issue a Variation Order clearly identified as such in accordance with the Contractor's submission or as modified by agreement.

If the Architect and the Contractor are unable to agree the adjustment of the Contract Price, the provisions of Sub-Clause 13.2.2 shall apply.

13.2.2 Disagreement on Adjustment of the Contract Price

If the Contractor and the Architect are unable to agree on the adjustment of the Contract Price, the adjustment shall be determined in accordance with the rates specified in the Bills of Materials or Schedule of Daywork Prices. If the rates contained in the Bills of Materials or Daywork Prices are not directly applicable to the specific work in question, suitable rates shall be established by the Architect reflecting the level of pricing in the Daywork Prices. Where rates are not contained in the said Prices, the amount shall be such as is in all the circumstances reasonable, reflecting a market price. Due account shall be taken of any over- or under-recovery of overheads by the Contractor in consequence of the variation. The Contractor shall also be entitled to be paid:

- a) The cost of any partial execution of the Works rendered useless by any such variation,
- b) The cost of making necessary alterations to Plant already manufactured or in the course of manufacture or of any work done that has to be altered in consequence of such a variation,
- c) any additional costs incurred by the Contractor by the disruption of the progress of the Works as detailed in the Programme, and
- d) the net effect of the Contractor's finance costs, including interest, caused by the variation.

The Architect shall on this basis determine the rates or prices to enable on-account payment to be included in certificates of payment.

13.2.3 Contractor to Proceed

On receipt of a Variation Order, the Contractor shall forthwith proceed to carry out the variation and be bound to these Conditions in so doing as if such variation was stated in the Contract. The work shall not be delayed pending the granting of an extension of the Time for Completion or an adjustment to the Contract Price under Sub-Clause 13.3.

133 Value Engineering

13.3.1 The Contractor may, at any time, submit to the Architect written proposal which (in the Contractor's opinion) will, if adopted, (i) accelerate completion, (ii) reduce the cost to the Procuring Entity of executing, maintaining or operating the Works, (iii) improve the efficiency or value to the Procuring Entity of the completed Works, or (iv) otherwise, be of benefit to the Procuring Entity.

13.3.2 The proposal shall be prepared at the cost of the Contractor and shall include the items listed in Sub-Clause 13.3 [Variation Procedure].

- 132.3 If a proposal, which is approved by the Engineer, includes a change in the design of part of the Permanent Works, then unless otherwise agreed by both Parties:
- a) The Contractor shall design this part,
 - b) sub-paragraphs (a) to (d) of Sub-Clause 4.1 [Contractor's General Obligations] shall apply, and
 - c) if this change results in a reduction in the contract value of this part, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine a fee, which shall be included in the Contract Price. This fee shall be half (50%) of the difference between the following amounts:
 - i) such reduction in contract value, resulting from the change, excluding adjustments under Sub-Clause 13.8 [Adjustments for Changes in Legislation] and Sub-Clause 13.8 [Adjustments for Changes in Cost], and
 - ii) the reduction (if any) in the value to the Procuring Entity of the varied works, taking account of any improvement in quality, anticipated life or operational efficiencies.

13.3.4 However, if the amount established in item 13.2.3 (c) (i) is less than amount established in item 13.2.3 (c) (ii), there shall not be a fee. However, if the if the amount established in item 13.2.3 (c) (i) is more than amount established in item 13.2.3 (c) (ii), it shall result in a price variation to the Procuring Entity.

134 Variation Procedure for Value Engineering proposal

- 134.1 If the Architect requests a proposal, prior to instructing a Variation, the Contractor shall respond in writing as soon as practicable, either by giving reasons why he cannot comply (if this is the case) or by submitting:
- a) A description of the proposed work to be performed and a programme for its execution,
 - b) the Contractor's proposal for any necessary modifications to the programme according to Sub-Clause 8.3 [Programme] and to the Time for Completion, and
 - c) the Contractor's proposal for evaluation of the Variation.
- 134.2 The Architect shall, as soon as practicable after receiving such proposal (under Sub-Clause 13.2 [Value Project Engineering] or otherwise), respond with approval, disapproval or comments. The Contractor shall not delay any work whilst awaiting a response.
- 134.3 Each instruction to execute a Variation, with any requirements for the recording of Costs, shall be issued by the Architect to the Contractor, who shall acknowledge receipt.
- 134.4 Each Variation shall be evaluated in accordance with Clause 12 [Measurement and Evaluation], unless the Architect instructs or approves otherwise in accordance with this Clause.

135 Payment in Applicable Currencies

If the Contract provides for payment of the Contract Price in more than one currency, then whenever an adjustment is agreed, approved or determined as stated above, the amount payable in each of the applicable currencies shall be specified. For this purpose, reference shall be made to the actual or expected currency proportions of the Cost of the varied work, and to the proportions of various currencies specified for payment of the Contract Price.

136 Provisional Sums

- 136.1 Each Provisional Sum shall only be used, in whole or in part, in accordance with the Architect instructions, and the Contract Price shall be adjusted accordingly. The total sum paid to the Contractor shall include only such amounts, for the work, supplies or services to which the Provisional Sum relates, as the Architect shall have instructed. For each Provisional Sum, the Architect May instruct:
- a) Work to be executed (including Plant, Material so r services to be supplied) by the Contractor and valued under Sub-Clause 13.3 [Variation Procedure]; and/or
 - b) Plant, Materials or services to be purchased by the Contractor, from a nominated Subcontractor (as defined in Clause 5 [Nominated Subcontractors]) or otherwise; and for which there shall be included in the Contract Price:
 - i) The actual amounts paid (or due to be paid) by the Contractor, and
 - ii) a sum for overhead charges and profit, calculated as a percentage of these actual amounts by applying the relevant percentage rate (if any) stated in the appropriate Schedule. If there is no such rate, the percentage rate stated in **the Special Conditions of Contract** shall be applied.
- 136.2 The Contractor shall, when required by the Engineer, produce quotations, invoices, vouchers and accounts or receipts in substantiation.

13.7 Dayworks

- 13.7.1 For work of a minor or incidental nature, the Architect may instruct that a Variation shall be executed on a daywork basis. The work shall then be valued in accordance with the Daywork Schedule included in the Contract, and the following procedure shall apply. If a Daywork Schedule is not included in the Contract, this Sub-Clause shall not apply.
- 13.7.2 Before ordering Goods for the work, the Contractor shall submit quotations to the Engineer. When applying for payment, the Contractor shall submit invoices, vouchers and accounts or receipts for any Goods.
- 13.7.3 Except for any items for which the Daywork Schedule specifies that payment is not due, the Contractor shall deliver each day to the Architect accurate statements induplicate which shall include the following details of the resources used in executing the previous day's work:
- a) The names, occupations and time of Contractor's Personnel,
 - b) the identification, type and time of Contractor's Equipment and Temporary Works, and
 - c) the quantities and types of Plant and Materials used.
- 13.7.4 One copy of each statement will, if correct, or when agreed, be signed by the Architect and returned to the Contractor. The Contractor shall then submit priced statements of these resources to the Engineer, prior to their inclusion in the next Statement under Sub-Clause 14.3 [Application for Interim Payment Certificates].

13.8 Adjustments for Changes in Legislation

- 13.8.1 The Contract Price shall be adjusted to take account of any increase or decrease in Cost resulting from a change in the Laws of Kenya (including the introduction of new Laws and the repeal or modification of existing Laws) or in the judicial or official governmental interpretation of such Laws, made after the Base Date, which affect the Contractor in the performance of obligations under the Contract.
- 13.8.2 If the Contractor suffers (or will suffer) delay and/or incurs (or will incur) additional Cost as a result of these changes in the Laws or in such interpretations, made after the Base Date, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:
- a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
 - b) payment of any such Cost, which shall be included in the Contract Price.
- 13.8.3 After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.
- 13.8.4 Notwithstanding the foregoing, the Contractor shall not be entitled to an extension of time if the relevant delay has already been taken into account in the determination of a previous extension of time and such Cost shall not be separately paid if the same shall already have been taken into account in the indexing of any inputs to the table of adjustment data in accordance with the provisions of Sub-Clause 13.8 [Adjustments for Changes in Cost].

13.9 Adjustments for Changes in Cost

- 13.9.1 In this Sub-Clause, "table of adjustment data" means the completed table of adjustment data for local and foreign currencies included in the Schedules. If there is no such table of adjustment data, this Sub-Clause shall not apply.
- 13.9.2 If this Sub-Clause applies, the amounts payable to the Contractor shall be adjusted for rises or falls in the cost of labor, Goods and other inputs to the Works, by the addition or deduction of the amounts determined by the formulae prescribed in this Sub-Clause. To the extent that full compensation for any rise or fall in Costs is not covered by the provisions of this or other Clauses, the Accepted Contract Amount shall be deemed to have included amounts to cover the contingency of other rises and falls in costs.
- 13.9.3 The adjustment to be applied to the amount otherwise payable to the Contractor, as valued in accordance with the appropriate Schedule and certified in Payment Certificates, shall be determined from formulae for each of the currencies in which the Contract Price is payable. No adjustment is to be applied to work valued on the basis of Cost or current prices. The formulae shall be of the following general type:

Price Adjustment Formula

Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC**. If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type specified below applies:

$$P = A + B I_m/I_o$$

where:

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

A and **B** are coefficients **specified in the SCC**, representing then on adjustable and adjustable portions, respectively, of the Contract Price payable and

I_m is the index prevailing at the end of the month being invoiced and **I_o** is the index prevailing 30 days before Bid opening for inputs payable.

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

- 1394 The cost indices or reference prices stated in the table of adjustment data shall be used. If their source is in doubt, it shall be determined by the Engineer. Forth is purpose, reference shall be made to the values of the indices at stated dates (quoted in the fourth and fifth columns respectively of the table) for the purposes of clarification of the source; although these dates (and thus these values) may not correspond to the base cost indices.
- 1395 In cases where the “currency of index” is not the relevant currency of payment, each index shall be converted into the relevant currency of payment at the selling rate, established by the Central Bank of Kenya, of this relevant currency on the above date for which the index is required to be applicable.
- 1396 Until such time as each current cost index is available, the Architect shall determine a provisional index for the issue of Interim Payment Certificates. When a current cost index is available, the adjustment shall be recalculated accordingly.
- 1397 If the Contractor fails to complete the Works within the Time for Completion, adjustment of prices there after shall be made using either (i) each index or price applicable on the date 49 days prior to the expiry of the Time for Completion of the Works, or (ii) the current index or price, whichever is more favorable to the Procuring Entity.
- 1398 The weightings (coefficients) for each of the factors of cost stated in the table(s) of adjustment data shall only be adjusted if they have been rendered unreasonable, unbalanced or in applicable, as a result of Variations.

14 CONTRACT PRICE AND PAYMENT

14.1 The Contract Price

14.1.1 Unless otherwise stated in the Special Conditions:

- The value of the payment certificate shall be agreed or determined under Sub-Clause 12.3 [Evaluation] and be subject to adjustments in accordance with the Contract;
- the Contractor shall pay all taxes, duties and fees required to be paid by him under the Contract, and the Contract Price shall not be adjusted for any of these costs except as stated in Sub-Clause 13.7 [Adjustments for Changes in Legislation];
- any quantities which may be set out in the Bill of Quantities or other Schedule are estimated quantities and are not to be taken as the actual and correct quantities:

- i) of the Works which the Contractor is required to execute, or
 - ii) for the purposes of Clause 12 [Measurement and Evaluation]; and
- d) the Contractor shall submit to the Engineer, within 30 days after the Commencement Date, a proposed breakdown of each lump sum price in the Schedules. The Architect may take account of the break down when preparing Payment Certificates but shall not be bound by it.

14.1.2 Notwithstanding the provisions of subparagraph (b), Contractor's Equipment, including essential spare parts there for, imported by the Contractor for the sole purpose of executing the Contract shall not be exempt from the payment of import duties and taxes upon importation.

14.2 Advance Payment

14.2.1 The Procuring Entity shall make an advance payment, as an interest-free loan for mobilization and cashflow support, when the Contractor submits a guarantee in accordance with this Clause. The total advance payment, the number and timing of instalments (if more than one), and the applicable currencies and proportions, shall be as stated in the **Special Conditions of Contract**.

14.2.2 Unless and until the Procuring Entity receives this guarantee, or if the total advance payment is not stated in the Special Conditions of Contract, this Sub-Clause shall not apply.

14.2.3 The Architect shall deliver to the Procuring Entity and to the Contractor an Interim Payment Certificate for the advance payment or its first instalment after receiving a Statement (under Sub-Clause 14.3 [Application for Interim Payment Certificates]) and after the Procuring Entity receives (i) the Performance Security in accordance with Sub-Clause 4.2 [Performance Security] and (ii) a guarantee in amounts and currencies equal to the advance payment. This guarantee shall be issued by a reputable bank or financial institutions elected by the Contractor and shall be in the form annexed to the Special Conditions or in another form approved by the Procuring Entity.

14.2.4 The Contractor shall ensure that the guarantee is valid and enforceable until the advance payment has been repaid, but its amount shall be progressively reduced by the amount repaid by the Contractor as indicated in the Payment Certificates. If the terms of the guarantee specify its expiry date, and the advance payment has not been repaid by the date 30 days prior to the expiry date, the Contractor shall extend the validity of the guarantee until the advance payment has been repaid.

14.2.5 Unless stated otherwise in the **Special Conditions of Contract**, the advance payment shall be repaid through percentage deductions from the interim payments determined by the Architect in accordance with Sub-Clause 14.6 [Issue of Interim Payment Certificates], as follows:

- a) Deductions shall commence in the next interim Payment Certificate following that in which the total of all certified interim payments (excluding the advance payment and deductions and repayments of retention) exceeds 30 percent (30%) of the Accepted Contract Amount Less Provisional Sums; and
- b) deductions shall be made at the amortization rate stated in the **Special Conditions of Contract** of the amount of each Interim Payment Certificate (excluding the advance payment and deductions for its repayments as well as deductions for retention money) in the currencies and proportions of the advance payment until such time as the advance payment has been repaid; provided that the advance payment shall be completely repaid prior to the time when 90 percent (90%) of the Accepted Contract Amount less Provisional Sums has been certified for payment.

14.2.6 If the advance payment has not been repaid prior to the issue of the Taking-Over Certificate for the Works or prior to termination under Clause 15 [Termination by Procuring Entity], Clause 16 [Suspension and Termination by Contractor] or Clause 19 [Force Majeure] (as the case may be), the whole of the balance then outstanding shall immediately become due and in case of termination under Clause 15 [Termination by Procuring Entity], except for Sub-Clause 14.2.7 [Procuring Entity's Entitlement to Termination for Convenience], payable by the Contractor to the Procuring Entity.

14.3 Application for Interim Payment Certificates

14.3.1 The Contractor shall submit a Statement (in number of copies indicated in the **Special Conditions of Contract**) to the Architect after the end of each month, in a form approved by the Engineer, showing in detail

the amounts to which the Contractor considers itself to be entitled, together with supporting documents which shall include the report on the progress during this month in accordance with Sub-Clause 4.21 [Progress Reports].

- 1432 The Statement shall include the following items, as applicable, which shall be expressed in the various currencies in which the Contract Price is payable, in the sequence listed:
- a) the estimated contract value of the Works executed and the Contractor's Documents produced up to the end of the month (including Variations but excluding items described in sub-paragraphs (b) to (g) below);
 - b) any amounts to be added and deducted for changes in legislation and changes in cost, in accordance with Sub-Clause 13.7 [Adjustments for Changes in Legislation] and Sub-Clause 13.8 [Adjustments for Changes in Cost];
 - c) any amount to be deducted for retention, calculated by applying the percentage of retention stated in **the Special Conditions of Contract** to the total of the above amounts, until the amount so retained by the Procuring Entity reaches the limit of Retention Money (if any) stated in **the Special Conditions of Contract**;
 - d) any amounts to be added for the advance payment and (if more than one instalment) and to be deducted for its repayments in accordance with Sub-Clause 14.2 [Advance Payment];
 - e) any amounts to be added and deducted for Plant and Materials in accordance with Sub-Clause 14.5 [Plant and Materials intended for the Works];
 - f) any other additions or deductions which may have become due under the Contractor otherwise, including those under Clause 20 [Claims, Disputes and Arbitration]; and
 - g) the deduction of amounts certified in all previous Payment Certificates.

144 Schedule of Payments

- 144.1 If the Contract includes a schedule of payments specifying the instalments in which the Contract Price will be paid, then unless otherwise stated in this schedule:
- a) The instalments quoted in this schedule of payments shall be the estimated contract values for the purposes of sub-paragraph (a) of Sub-Clause 14.3 [Application for Interim Payment Certificates];
 - b) Sub-Clause 14.5 [Plant and Materials intended for the Works] shall not apply; and
 - c) If these instalments are not defined by reference to the actual progress achieved in executing the Works, and if actual progress is found to be less or more than that on which this schedule of payments was based, then the Architect may proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine revised instalments, which shall take account of the extent to which progress is less or more than that on which the instalments were previously based.
- 144.2 If the Contract does not include a schedule of payments, the Contractor shall submit non-binding estimates of the payments which he expects to become due during each quarterly period. The first estimate shall be submitted within 42 days after the Commencement Date. Revised estimates shall be submitted at quarterly intervals, until the Taking-Over Certificate has been issued for the Works.

145 Plant and Materials intended for the Works

- 145.1 If this Sub-Clause applies, Interim Payment Certificates shall include, under sub-paragraph (e) of Sub-Clause 14.3, (i) an amount for Plant and Materials which have been sent to the Site for incorporation in the Permanent Works, and (ii) a reduction when the contract value of such Plant and Materials is included as part of the Permanent Works under sub-paragraph (a) of Sub-Clause 14.3 [Application for Interim Payment Certificates].
- 145.2 If the lists referred to in sub-paragraphs (b)(i) or (c)(i) below are not included in the Schedules, this Sub-Clause shall not apply.
- 145.3 The Architect shall determine and certify each addition if the following conditions are satisfied:
- a) The Contractor has:
 - i) kept satisfactory records (including the orders, receipts, Costs and use of Plant and Materials) which are available for inspection, and
 - (ii) submitted statement of the Cost of acquiring and delivering the Plant and Materials to the Site, supported by satisfactory evidence;
- and either:

- b) the relevant Plant and Materials:
 - i) are those listed in the Schedules for payment when shipped,
 - ii) have been shipped to Kenya, enroute to the Site, in accordance with the Contract; and
 - iii) are described in a clean shipped bill of lading or other evidence of shipment, which has been submitted to the Architect together with evidence of payment of freight and insurance, any other documents reasonably required, and a bank guarantee in a form and issued by an entity approved by the Procuring Entity in amounts and currencies equal to the amount due under this Sub-Clause: this guarantee may be in a similar form to the form referred to in Sub-Clause 14.2 [Advance Payment] and shall be valid until the Plant and Materials are properly stored on Site and protected against loss, damage or deterioration; or
- c) the relevant Plant and Materials:
 - i) are those listed in the Schedules for payment when delivered to the Site, and
 - ii) have been delivered to and are properly stored on the Site, are protected against loss, damage or deterioration and appear to be in accordance with the Contract.

1454 The additional amount to be certified shall be the equivalent of eighty percent (80%) of the Architect determination of the cost of the Plant and Materials (including delivery to Site), taking account of the documents mentioned in this Sub-Clause and of the contract value of the Plant and Materials.

1455 The currencies for this additional amount shall be the same as those in which payment will become due when the contract value is included under sub-paragraph (a) of Sub-Clause 14.3 [Application for Interim Payment Certificates]. At that time, the Payment Certificate shall include the applicable reduction which shall be equivalent to, and in the same currencies and proportions as, this additional amount for the relevant Plant and Materials.

146 Issue of Interim Payment Certificates

146.1 No amount will be certified or paid until the Procuring Entity has received and approved the Performance Security. Thereafter, the Architect shall, within 30 days after receiving a Statement and supporting documents, deliver to the Procuring Entity and to the Contractor an Interim Payment Certificate which shall state the amount which the Architect fairly determines to be due, with all supporting particulars for any reduction or withholding made by the Architect on the Statement if any.

146.2 However, prior to issuing the Taking-Over Certificate for the Works, the Architect shall not be bound to issue an Interim Payment Certificate in an amount which would (after retention and other deductions) be less than the minimum amount of Interim Payment Certificates (if any) stated **in the Special Conditions of Contract**. In this event, the Architect shall give notice to the Contractor accordingly.

146.3 An Interim Payment Certificate shall not be withheld for any other reason, although:

- a) if anything supplied or work done by the Contractor is not in accordance with the Contract, the cost of rectification or replacement may be withheld until rectification or replacement has been completed; and/or
- b) if the Contractor was or is failing to perform any work or obligation in accordance with the Contract, and had been so notified by the Engineer, the value of this work or obligation may be withheld until the work or obligation has been performed.

4.6.4 The Architect may in any Payment Certificate make any correction or modification that should properly be made to any previous Payment Certificate. A Payment Certificate shall not be deemed to indicate the Architect acceptance, approval, consent or satisfaction.

14.7 Payment

147.1 The Procuring Entity shall pay to the Contractor:

- a) The advance payment shall be paid within 60 days after signing of the contract by both parties or within 60 days after receiving the documents in accordance with Sub-Clause 4.2 [Performance Security] and Sub-Clause 14.2 [Advance Payment], whichever is later;
- b) The amount certified in each Interim Payment Certificate within 60 days after the Architect Issues Interim Payment Certificate; and
- c) the amount certified in the Final Payment Certificate within 60 days after the Procuring Entity Issues Interim Payment Certificate; or after determination of any disputed amount shown in the Final Statement

- 14.7.2 Payment of the amount due in each currency shall be made into the bank account, nominated by the Contractor, in the payment country (forth is currency) specified in the Contract.

14.8 Delayed Payment

- 14.8.1 If the Contractor does not receive payment in accordance with Sub-Clause 14.7 [Payment], the Contractor shall be entitled to receive financing charges (simple interest) monthly on the amount unpaid during the period of delay. This period shall be deemed to commence on the date for payment specified in Sub-Clause 14.7 [Payment], irrespective (in the case of its sub-paragraph (b) of the date on which any Interim Payment Certificate is issued.
- 14.8.2 These financing charges shall be calculated at the annual rate of three percentage points above the mean rate of the Central Bank in Kenya of the currency of payment, or if not available, the interbank offered rate, and shall be paid in such currency.
- 14.8.3 The Contractor shall be entitled to this payment without formal notice and certification, and without prejudice to any other right or remedy.

14.9 Payment of Retention Money

- 14.9.1 When the Taking-Over Certificate has been issued for the Works, the first half of the Retention Money shall be certified by the Architect for payment to the Contractor. If a Taking-Over Certificate is issued for a Section or part of the Works, a proportion of the Retention Money shall be certified and paid. This proportion shall be half (50%) of the proportion calculated by dividing the estimated contract value of the Section or part, by the estimated final Contract Price.
- 14.9.2 Promptly after the latest of the expiry dates of the Defects Liability Periods, the outstanding balance of the Retention Money shall be certified by the Architect for payment to the Contractor. If a Taking-Over Certificate was issued for a Section, a proportion of the second half of the Retention Money shall be certified and paid promptly after the expiry date of the Defects Notification Period for the Section. This proportion shall be half (50%) of the proportion calculated by dividing the estimated contract value of the Section by the estimated final Contract Price.
- 14.9.3 However, if any work remains to be executed under Clause 11 [Defects Liability], the Architect shall be entitled to withhold certification of the estimated cost of this work until it has been executed.
- 14.9.4 When calculating these proportions, no account shall be taken of any adjustments under Sub-Clause 13.7 [Adjustments for Changes in Legislation] and Sub-Clause 13.8 [Adjustments for Changes in Cost].
- 14.9.5 Unless otherwise stated in the Special Conditions, when the Taking-Over Certificate has been issued for the Works and the first half of the Retention Money has been certified for payment by the Engineer, the Contractor shall be entitled to substitute a Retention Money Security guarantee, in the form annexed to the Special Conditions or in another form approved by the Procuring Entity and issued by a reputable bank or financial institution selected by the Contractor, for the second half of the Retention Money.
- 14.9.6 The Procuring Entity shall return the Retention Money Security guarantee to the Contractor within 14 days after receiving a copy of the Completion Certificate.

14.10 Statement at Completion

- 14.10.1 Within 84 days after receiving the Taking-Over Certificate for the Works, the Contractor shall submit to the Architect three copies of a Statement at completion with supporting documents, in accordance with Sub-Clause 14.3 [Application for Interim Payment Certificates], showing:
- a) the value of all work done in accordance with the Contract up to the date stated in the Taking-Over Certificate for the Works,
 - b) any further sums which the Contractor considers to be due, and
 - c) an estimate of any other amounts which the Contractor considers will become due to him under the Contract. Estimated amounts shall be shown separately in this Statement at completion.

14.102 The Architect shall then certify in accordance with Sub-Clause 14.6 [Issue of Interim Payment Certificates].

14.11 Application for Final Payment Certificate

14.11.1 Within 60 days after receiving the Completion Certificate, the Contractor shall submit, to the Engineer, six copies of a draft final statement with supporting documents showing in detail in a form approved by the Engineer:

- a) The value of all work done in accordance with the Contract, and
- b) Any further sums which the Contractor considers to be due to him under the Contract otherwise.

14.11.2 If the Architect disagrees with or cannot verify any part of the draft final statement, the Contractor shall submit such further information as the Architect may reasonably require within 30 days from receipt of said draft and shall make such changes in the draft as may be agreed between them. The Contractor shall then prepare and submit to the Architect the final statement as agreed. This agreed statement is referred to in these Conditions as the "Final Statement".

14.11.3 However, if, following discussions between the Architect and the Contractor and any changes to the draft final statement which are agreed, it becomes evident that a dispute exists, the Architect shall deliver to the Procuring Entity (with a copy to the Contractor) an Interim Payment Certificate for the agreed parts of the draft final statement. Thereafter, if the dispute is finally resolved under Sub-Clause 20.4 [Obtaining Dispute Board's Decision] or Sub-Clause 20.5 [Amicable Settlement], the Contractor shall then prepare and submit to the Procuring Entity (with a copy to the Engineer) a Final Statement.

14.12 Discharge

When submitting the Final Statement, the Contractor shall submit a discharge which confirms that the total of the Final Statement represents full and final settlement of all moneys due to the Contractor under or in connection with the Contract. This discharge may state that it becomes effective when the Contractor has received the Performance Security and the outstanding balance of this total, in which event the discharge shall be effective on such date.

14.13 Issue of Final Payment Certificate

14.13.1 Within 30 days after receiving the Final Statement and discharge in accordance with Sub-Clause 14.11 [Application for Final Payment Certificate] and Sub-Clause 14.12 [Discharge], the Architect shall deliver, to the Procuring Entity and to the Contractor, the Final Payment Certificate which shall state:

- a) The amount which he fairly determines is finally due, and
- b) After giving credit to the Procuring Entity for all amounts previously paid by the Procuring Entity and for all sums to which the Procuring Entity is entitled, the balance (if any) due from the Procuring Entity to the Contractor or from the Contractor to the Procuring Entity, as the case may be.

14.13.2 If the Contractor has not applied for a Final Payment Certificate in accordance with Sub-Clause 14.11 [Application for Final Payment Certificate] and Sub-Clause 14.12 [Discharge], the Architect shall request the Contractor to do so. If the Contractor fails to submit an application within a period of 30 days, the Architect shall issue the Final Payment Certificate for such amount as he fairly determines to be due.

14.14 Cessation of Procuring Entity's Liability

14.14.1 The Procuring Entity shall not be liable to the Contractor for any matter or thing under or in connection with the Contract or execution of the Works, except to the extent that the Contractor shall have included an amount expressly for it:

- a) in the Final Statement and also,
- b) (except for matters or things arising after the issue of the Taking-Over Certificate for the Works) in the Statement at completion described in Sub-Clause 14.10 [Statement at Completion].

14.14.2 However, this Sub-Clause shall not limit the Procuring Entity's liability under his indemnification obligations, or the Procuring Entity's liability in any case of fraud, deliberate default or reckless misconduct by the Procuring Entity.

14.15 Currencies of Payment

The Contract Price shall be paid in the currency or currencies named in the Schedule of Payment Currencies. If more than one currency is so named, payments shall be made as follows:

- a) If the Accepted Contract Amount was expressed in Local Currency only:
 - i) the proportions or amounts of the Local and Foreign Currencies, and the fixed rates of exchange to be used for calculating the payments, shall be as stated in the Schedule of Payment Currencies, except as otherwise agreed by both Parties;
 - ii) payments and deductions under Sub-Clause 13.5 [Provisional Sums] and Sub-Clause 13.7 [Adjustments for Changes in Legislation] shall be made in the applicable currencies and proportions; and
 - iii) other payments and deductions under sub-paragraphs (a) to (d) of Sub-Clause 14.3 [Application for Interim Payment Certificates] shall be made in the currencies and proportions specified in sub-paragraph (a) (i) above;
- b) payment of the damages specified in the Special Conditions of Contract, shall be made in the currencies and proportions specified in the Schedule of Payment Currencies;
- c) other payments to the Procuring Entity by the Contractor shall be made in the currency in which the sum was expended by the Procuring Entity, or in such currency as may be agreed by both Parties;
- d) if any amount payable by the Contractor to the Procuring Entity in a particular currency exceeds the sum payable by the Procuring Entity to the Contractor in that currency, the Procuring Entity may recover the balance of this amount from the sums otherwise payable to the Contractor in other currencies; and
- e) if no rates of exchange are stated in the Schedule of Payment Currencies, they shall be those prevailing on the Base Date and determined by the Central Bank of Kenya.

15 TERMINATION BY PROCURING ENTITY

15.1 Notice to correct any defects or failures

If the Contractor fails to carry out any obligation under the Contract, the Architect may by notice require the Contractor to make good the failure and to remedy it within 30 days.

15.2 Termination by Procuring Entity

- 152.1 The Procuring Entity shall be entitled to terminate the Contract if the Contractor breaches the contract based on following circumstances which shall include but not limited to:
- a) fails to comply with Sub-Clause 4.2 [Performance Security] or with a notice under Sub-Clause 15.1 [Notice to Correct],
 - b) abandons the Works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the Contract,
 - c) without reasonable excuse fails:
 - i) to proceed with the Works in accordance with Clause 8 [Commencement, Delays and Suspension], or
 - ii) to comply with a notice issued under Sub-Clause 7.5 [Rejection] or Sub-Clause 7.6 [Remedial Work], within 30 days after receiving it,
 - d) subcontracts the major part or whole of the Works or assigns the Contract without the consent of the Procuring Entity,
 - e) becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events, or
 - f) gives or offers to give (directly or indirectly) to any person any bribe, gift, gratuity, commission or other thing of value, as an induce mentor reward:
 - i) for doing or for bearing to do any action in relation to the Contract, or
 - ii) for showing or for bearing to show favor or disfavor to any person in relation to the Contract, or
 - iii) if any of the Contractor's Personnel, agents or Subcontractors gives or offers to give (directly or indirectly) to any person any such induce mentor reward as is described in this sub-paragraph (f). However, lawful inducements and rewards to Contractor's Personnel shall not entitle termination, or
 - g) If the contract or repeatedly fails to remedy delivers defective work,

- h) based on reasonable evidence, has engaged in Fraud and Corruption as defined in paragraph 2.2 of the Appendix B to these General Conditions, in competing for or in executing the Contract.

- 1522 In any of these events or circumstances, the Procuring Entity may, upon giving 14 days' notice to the Contractor, terminate the Contract and expel the Contractor from the Site. However, in the case of subparagraph (e) or (f) or (g) or (h), the Procuring Entity may by notice terminate the Contract immediately.
- 1523 The Procuring Entity's election to terminate the Contract shall not prejudice any other rights of the Procuring Entity, under the Contract otherwise.
- 1524 The Contractor shall then leave the Site and deliver any required Goods, all Contractor's Documents, and other design documents made by or for him, to the Engineer. However, the Contractor shall use his best efforts to comply immediately with any reasonable instructions included in the notice (i) for the assignment of any subcontract, and (ii) for the protection of life or property or for the safety of the Works.
- 1525 After termination, the Procuring Entity may complete the Works and/ or arrange for any other entities to do so. The Procuring Entity and these entities may then use any Goods, Contractor's Documents and other design documents made by or on behalf of the Contractor.
- 1526 The Procuring Entity shall then give notice that the Contractor's Equipment and Temporary Works will be released to the Contractor at or near the Site. The Contractor shall promptly arrange their removal, at the risk and cost of the Contractor. However, if by this time the Contractor has failed to make a payment due to the Procuring Entity, these items may be sold by the Procuring Entity in order to recover this payment. Any balance of the proceeds shall then be paid to the Contractor.

153 Valuation at Date of Termination

As soon as practicable after a notice of termination under Sub-Clause 15.2 [Termination by Procuring Entity] has taken effect, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine the value of the Works, Goods and Contractor's Documents, and any other sums due to the Contractor for work executed in accordance with the Contract.

154 Payment after Termination

After a notice of termination under Sub-Clause 15.2 [Termination by Procuring Entity] has taken effect, the Procuring Entity may:

- a) Proceed in accordance with Sub-Clause 2.5 [Procuring Entity's Claims],
- b) withhold further payments to the Contractor until the costs of execution, completion and remedying of any defects, damages for delay in completion (if any), and all other costs incurred by the Procuring Entity, have been established, and/ or
- c) recover from the Contractor any losses and damages incurred by the Procuring Entity and any extra costs of completing the Works, after allowing for any sum due to the Contractor under Sub-Clause 15.3 [Valuation at Date of Termination]. After recovering any such losses, damages and extra costs, the Procuring Entity shall pay any balance to the Contractor.

155 Procuring Entity's Entitlement to Termination for Convenience

The Procuring Entity shall be entitled to terminate the Contract, at any time at the Procuring Entity's convenience, by giving notice of such termination to the Contractor. The termination shall take effect 30 days after the later of the dates on which the Contractor receives this notice or the Procuring Entity returns the Performance Security. The Procuring Entity shall not terminate the Contract under this Sub-Clause in order to execute the Works itself or to arrange for the Works to be executed by another contractor or to avoid a termination of the Contract by the Contractor under Clause 16.2 [Termination by Contractor]. After this termination, the Contractor shall proceed in accordance with Sub-Clause 16.3 [Cessation of Work and Removal of Contractor's Equipment] and shall be paid in accordance with Sub-Clause 16.4 [Payment on Termination].

156 Fraud and Corruption

The Contractor shall ensure compliance with the Kenya Government's Anti-Corruption Laws and its prevailing sanctions.

15.7 Corrupt gifts and payments of commission

15.7.1 The Contractor shall not;

- a) Offer or give or agree to give to any person in the service of the Procuring Entity any gift or consideration of any kind as an inducement or reward for doing or for bearing to door for having done or for borne to do any act in relation to the obtaining or execution of this or any other Contract for the Procuring Entity or for showing or for bearing to show favor or disfavor to any person in relation to this or any other contract for the Procuring Entity.
- b) Enter into this or any other contract with the Procuring Entity in connection with which commission has been paid or agreed to be paid by him or on his behalf or to his knowledge, unless before the Contract is made particulars of any such commission and of the terms and conditions of any agreement for the payment there of have been disclosed in writing to the Procuring Entity.

15.7.2 Any breach of this Condition by the Contractor or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) shall be an offence under the provisions of the Public Procurement and Asset Disposal Act (2015) and the Anti-Corruption and Economic Crimes Act (2003) of the Laws of Kenya.

16 SUSPENSION AND TERMINATION BY CONTRACTOR

16.1 Contractor's Entitlement to Suspend Work

16.1.1 If the Architect fails to certify in accordance with Sub-Clause 14.6 [Issue of Interim Payment Certificates] or Sub-Clause 14.7 [Payment], or not receiving instructions that would enable the contractor to proceed with the works in accordance with the program, the Contractor may, after giving not less than 30 days' notice to the Procuring Entity, suspend work (or reduce the rate of work) unless and until the Contractor has received the Payment Certificate, reasonable evidence or payment, as the case may be and as described in the notice.

16.1.2 The Contractor's action shall not prejudice his entitlements to financing charges under Sub-Clause 14.8 [Delayed Payment] and to termination under Sub-Clause 16.2 [Termination by Contractor].

16.1.3 If the Contractor subsequently receives such Payment Certificate, evidence or payment (as described in the relevant Sub-Clause and in the above notice) before giving a notice of termination, the Contractor shall resume normal working as soon as is reasonably practicable.

16.1.4 If the Contractor suffers delay and/or incurs Cost as a result of suspending work (or reducing the rate of work) in accordance with this Sub-Clause, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

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

16.2 After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

16.3 Termination by Contractor

16.3.1 The Contractor shall be entitled to terminate the Contract if:

- a) the Architect fails, within 60 days after receiving a Statement and supporting documents, to issue the relevant Payment Certificate,
- b) the Contractor does not receive the amount due under an Interim Payment Certificate within 90 days after the expiry of the time stated in Sub-Clause 14.7 [Payment] within which payment is to be made (except for deductions in accordance with Sub-Clause 2.5 [Procuring Entity's Claims]),
- c) the Procuring Entity substantially fails to perform his obligations under the Contract in such manner as to materially and adversely affect the economic balance of the Contract and/or the ability of the Contractor to perform the Contract,
- d) a prolonged suspension affects the whole of the Works as described in Sub-Clause 8.11 [Prolonged Suspension], or
- e) the Procuring Entity becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events.

- f) the Contractor does not receive the Architect instruction recording the agreement of both Parties on the fulfilment of the conditions for the Commencement of Works under Sub-Clause 8.1 [Commencement of Works].

1632 In any of these events or circumstances, the Contractor may, upon giving 14 days' notice to the Procuring Entity, terminate the Contract. However, in the case of sub-paragraph (f) or (g), the Contractor may by notice terminate the Contract immediately.

1633 The Contractor's election to terminate the Contract shall not prejudice any other rights of the Contractor, under the Contract otherwise.

164 Cessation of Work and Removal of Contractor's Equipment

After a notice of termination under Sub-Clause 15.5 [Procuring Entity's Entitlement to Termination for Convenience], Sub-Clause 16.2 [Termination by Contractor] or Sub-Clause 19.6 [Optional Termination, Payment and Release] has taken effect, the Contractor shall promptly:

- a) cease all further work, except for such work as may have been instructed by the Architect for the protection of life or property or for the safety of the Works,
- b) hand over Contractor's Documents, Plant, Materials and other work, for which the Contractor has received payment, and
- c) remove all other Goods from the Site, except as necessary for safety, and leave the Site.

165 Payment on Termination

After a notice of termination under Sub-Clause 16.2 [Termination by Contractor] has taken effect, the Procuring Entity shall promptly:

- a) Return the Performance Security to the Contractor,
- b) pay the Contractor in accordance with Sub-Clause 19.6 [Optional Termination, Payment and Release], and
- c) pay to the Contractor the amount of any loss or damage sustained by the Contractor as a result of this termination.

17. RISK AND RESPONSIBILITY

17.1 Indemnities

17.1.1 The Contractor shall indemnify and hold harmless the Procuring Entity, the Procuring Entity's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of:

- a) Bodily injury, sickness, disease or death, of any person what so ever arising out of or in the course of or by reason of the Contractor's design (if any), the execution and completion of the Works and the remedying of any defects, unless attributable to any negligence, willful actor breach of the Contract by the Procuring Entity, the Procuring Entity's Personnel, or any of their respective agents, and
- b) damage to or loss of any property, real or personal (other than the Works), to the extent that such damage or loss arises out of or in the course of or by reason of the Contractor's design (if any), the execution and completion of the Works and the remedying of any defects, unless and to the extent that any such damage or loss is attributable to any negligence, willful act or breach of the Contract by the Procuring Entity, the Procuring Entity's Personnel, their respective agents, or anyone directly or indirectly employed by any of them.

17.1.2 The Procuring Entity shall indemnify and hold harmless the Contractor, the Contractor's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of (1) bodily injury, sickness, disease or death, which is attributable to any negligence, willful act or breach of the Contract by the Procuring Entity, the Procuring Entity's Personnel, or any of their respective agents, and (2) the matters for which liability may be excluded from insurance cover, as described in sub-paragraphs (d)(i), (ii) and (iii) of Sub-Clause 18.3 [Insurance Against Injury to Persons and Damage to Property], unless and to the extent that any such damage or loss is attributable to any negligence, willful actor breach of the Contract by the contractor, the contractor's Personnel, their respective agents, or anyone directly or indirectly employed by any of them.

17.2 Contractor's Care of the Works

17.2.1 The Contractor shall take full responsibility for the care of the Works and Goods from the Commencement

Date until the Taking-Over Certificate is issued (or is deemed to be issued under Sub-Clause 10.1 [Taking Over of the Works and Sections]) for the Works, when responsibility for the care of the Works shall pass to the Procuring Entity. If a Taking-Over Certificate is issued (or is so deemed to be issued) for any Section or part of the Works, responsibility for the care of the Section or part shall then pass to the Procuring Entity.

1722 After responsibility has accordingly passed to the Procuring Entity, the Contractor shall take responsibility for the care of any work which is outstanding on the date stated in a Taking-Over Certificate, until this outstanding work has been completed.

1723 If any loss or damage happens to the Works, Goods or Contractor's Documents during the period when the Contractor is responsible for their care, from any cause not listed in Sub-Clause 17.3 [Procuring Entity's Risks], the Contractor shall rectify the loss or damage at the Contractor's risk and cost, so that the Works, Goods and Contractor's Documents conform with the Contract.

1724 The Contractor shall be liable for any loss or damage caused by any actions performed by the Contractor after a Taking-Over Certificate has been issued. The Contractor shall also be liable for any loss or damage which occurs after a Taking-Over Certificate has been issued and which arose from a previous event for which the Contractor was liable.

173 Procuring Entity's Risks

The risks referred to in Sub-Clause 17.4 [Consequences of Procuring Entity's Risks] below, in so far as they directly affect the execution of the Works in Kenya, are:

- a) War hostilities (whether war be declared or not),
- b) rebellion, riot, commotion or disorder, terrorism, sabotage by persons other than the Contractor's Personnel,
- c) explosive materials, ionizing gradiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such explosives, radiation or radio-activity,
- d) pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds,
- e) use or occupation by the Procuring Entity of any part of the Permanent Works, except as may be specified in the Contract,
- f) design of any part of the Works by the Procuring Entity's Personnel or by others for whom the Procuring Entity is responsible, and
- g) any operation of the forces of nature which is Unforeseeable or against which an experienced contractor could not reasonably have been expected to have taken adequate preventive precautions.

174 Consequences of Procuring Entity's Risks

174.1 If and to the extent that any of the risks listed in Sub-Clause 17.3 above results in loss or damage to the Works, Goods or Contractor's Documents, the Contractor shall promptly give notice to the Architect and shall rectify this loss or damage to the extent required by the Engineer.

174.2 If the Contractor suffers delay and/ or incurs Cost from rectifying this loss or damage, the Contractor shall give a further notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- (a) An extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- (b) Payment of any such Cost, which shall be included in the Contract Price. In the case of sub-paragraphs (e) and (g) of Sub-Clause 17.3 [Procuring Entity's Risks], Accrued Costs shall be payable.

1743 After receiving this further notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

175 Intellectual and Industrial Property Rights

175.1 In this Sub-Clause, "infringement" shall refer to an infringement (or alleged infringement) of any patent, registered design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works; and "claim" shall refer to a claim (or proceedings pursuing a claim) alleging an infringement.

1752 Whenever a Party does not give notice to the other Party of any claim within 30 days of receiving the claim, the first Party shall be deemed to have waived any right to indemnity under this Sub-Clause.

- 1753 The Procuring Entity shall indemnify and hold the Contractor harmless against and from any claim alleging an infringement which is or was:
- a) An unavoidable result of the Contractor's compliance with the Contract, or
 - b) A result of any Works being used by the Procuring Entity:
 - i) for a purpose other than that indicated by, or reasonably to be inferred from, the Contract, or
 - ii) in conjunction with anything not supplied by the Contractor, unless such use was disclosed to the Contractor prior to the Base Date or is stated in the Contract.
- 1754 The Contractor shall indemnify and hold the Procuring Entity harmless against and from any other claim which arises out of or in relation to (i) the manufacture, use, sale or import of any Goods, or (ii) any design for which the Contractor is responsible.
- 1755 If a Party is entitled to be indemnified under this Sub-Clause, the indemnifying Party may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it. The other Party shall, at the request and cost of the indemnifying Party, assist in contesting the claim. This other Party (and its Personnel) shall not make any admission which might be prejudicial to the indemnifying Party, unless the indemnifying Party failed to take over the conduct of any negotiations, litigation or arbitration upon being requested to do so by such other Party.
- 1756 For operation and maintenance of any plant or equipment installed, the contractor shall grant a non-exclusive and non-transferable license to the Procuring Entity under the patent, utility models, or other intellectual rights owned by the contractor or a third party from whom the contractor has received the rights to grant sub-licenses and shall also grant to the Procuring Entity a non-exclusive and non-transferable right (without the right to sub-license) to use the know-how and other technical information disclosed to the contractor or under the contract. Nothing contained here-in shall be construed as transferring ownership of any patent, utility model, trademark, design, copy right, know-how or other intellectual rights from the contractor or any other third party to the Procuring Entity.

17.6 Limitation of Liability

- 176.1 Neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any contractor for any indirect consequential loss or damage which may be suffered by the other Party in connection with the Contract, other than as specifically provided in Sub-Clause 8.7 [Delay Damages]; Sub-Clause 11.2 [Cost of Remedying Defects]; Sub-Clause 15.4 [Payment after Termination]; Sub-Clause 16.4 [Payment on Termination]; Sub-Clause 17.1 [Indemnities]; Sub-Clause 17.4(b) [Consequences of Procuring Entity's Risks] and Sub-Clause 17.5 [Intellectual and Industrial Property Rights].
- 176.2 The total liability of the Contractor to the Procuring Entity, under or in connection with the Contract other than under Sub-Clause 4.19 [Electricity, Water and Gas], Sub-Clause 4.20 [Procuring Entity's Equipment and Free-Issue Materials], Sub-Clause 17.1 [Indemnities] and Sub-Clause 17.5 [Intellectual and Industrial Property Rights], shall not exceed the sum resulting from the application of a multiplier (less or greater than one) to the Accepted Contract Amount, as stated in **the Special Conditions of Contract**, or (if such multiplier or other sum is not so stated) the Accepted Contract Amount.
- 176.3 This Sub-Clause shall not limit liability in any case of fraud, deliberate default or reckless misconduct by the defaulting Party.

17.7 Use of Procuring Entity's Accommodation/Facilities

- 177.1 The Contractor shall take full responsibility for the care of the Procuring Entity provided accommodation and facilities, if any, as detailed in the Specification, from the respective dates of hand-over to the Contractor until cessation of occupation (where hand-over or cessation of occupation may take place after the date stated in the Taking-Over Certificate for the Works).
- 177.2 If any loss or damage happens to any of the above items while the Contractor is responsible for their care arising from any cause whatsoever other than those for which the Procuring Entity is liable, the Contractor shall, at his own cost, rectify the loss or damage to the satisfaction of the Engineer.

18 INSURANCE

18.1 General Requirements for Insurances

- 18.1.1 In this Clause, "insuring Party" means, for each type of insurance, the Party responsible for effecting and maintaining the insurance specified in the relevant Sub-Clause.

- 18.12 Wherever the Contractor is the insuring Party, each insurance shall be effected with insurers and in terms approved by the Procuring Entity. These terms shall be consistent with any terms agreed by both Parties before the date of the Letter of Acceptance. This agreement of terms shall take precedence over the provisions of this Clause.
- 18.13 Wherever the Procuring Entity is the insuring Party, each insurance shall be effected with insurers and in terms acceptable to the Contractor. These terms shall be consistent with any terms agreed by both Parties before the date of the Letter of Acceptance. This agreement of terms shall take precedence over the provisions of this Clause.
- 18.14 If a policy is required to indemnify joint insured, the cover shall apply separately to each insured as though a separate policy had been issued for each of the joint insured. If a policy indemnifies additional joint insured, namely in addition to the insured specified in this Clause, (i) the Contractor shall act under the policy on behalf of these additional joint insured except that the Procuring Entity shall act for Procuring Entity's Personnel, (ii) additional joint insured shall not be entitled to receive payments directly from the insurer or to have any other direct dealings with the insurer, and (iii) the insuring Party shall require all additional joint insured to comply with the conditions stipulated in the policy.
- 18.15 Each policy insuring against loss or damage shall provide for payments to be made in the currencies required to rectify the loss or damage. Payments received from insurers shall be used for the rectification of the loss or damage.
- 18.16 The relevant insuring Party shall, within the respective periods stated in **the Special Conditions of Contract** (calculated from the Commencement Date), submit to the other Party:
- a) Evidence that the insurances described in this Clause have been affected, and
 - b) copies of the policies for the insurances described in Sub-Clause 18.2 [Insurance for Works and Contractor's Equipment] and Sub-Clause 18.3 [Insurance against Injury to Persons and Damage to Property].
- 18.17 When each premium is paid, the insuring Party shall submit evidence of payment to the other Party. Whenever evidence or policies are submitted, the insuring Party shall also give notice to the Engineer.
- 18.18 Each Party shall comply with the conditions stipulated in each of the insurance policies. The insuring Party shall keep the insurers informed of any relevant changes to the execution of the Works and ensure that insurance is maintained in accordance with this Clause.
- 18.19 Neither Party shall make any material alteration to the terms of any insurance without the prior approval of the other Party. If an insurer makes (or attempts to make) any alteration, the Party first notified by the insurer shall promptly give notice to the other Party.
- 18.1.10 If the insuring Party fails to effect and keep in force any of the insurances it is required to effect and maintain under the Contract fails to provide satisfactory evidence and copies of policies in accordance with this Sub-Clause, the other Party may (at its option and without prejudice to any other right or remedy) effect insurance for the relevant coverage and pay the premiums due. The insuring Party shall pay the amount of these premiums to the other Party, and the Contract Price shall be adjusted accordingly.
- 18.1.11 Nothing in this Clause limits the obligations, liabilities or responsibilities of the Contractor or the Procuring Entity, under the other terms of the Contract otherwise. Any amounts not insured or not recovered from the insurers shall be borne by the Contractor and/or the Procuring Entity.
- 18.1.12 Procuring Entity in accordance with these obligations, liabilities or responsibilities. However, if the insuring Party fails to effect and keep in force an insurance which is available and which it is required to effect and maintain under the Contract, and the other Party neither approves the omission nor effects insurance for the coverage relevant to this default, any moneys which should have been recoverable under this insurance shall be paid by the insuring Party.
- 18.1.13 Payments by one Party to the other Party shall be subject to Sub-Clause 2.5 [Procuring Entity's Claims] or Sub-Clause 20.1 [Contractor's Claims], as applicable.
- 18.1.14 The Contractor shall be entitled to place all insurance relating to the Contract (including, but not limited to the insurance referred to Clause 18) with insurers from any eligible source country.

182 Insurance for Works and Contractor's Equipment

- 182.1 The insuring Party shall insure the Works, Plant, Material and Contractor's Documents for not less than the full reinstatement cost including the costs of demolition, removal of debris and professional fees and profit. This insurance shall be effective from the date by which the evidence is to be submitted under sub-paragraph (a) of Sub-Clause 18.1 [General Requirements for Insurances], until the date of issue of the Taking-Over Certificate for the Works.
- 182.2 The insuring Party shall maintain this insurance to provide cover until the date of issue of the Performance Certificate, for loss or damage for which the Contractor is liable arising from a cause occurring prior to the issue of the Taking-Over Certificate, and for loss or damage caused by the Contractor in the course of any other operations (including those under Clause 11 [Defects Liability]).
- 182.3 The insuring Party shall insure the Contractor's Equipment for not less than the full replacement value, including delivery to Site. For each item of Contractor's Equipment, the insurance shall be effective while it is being transported to the Site and until it is no longer required as Contractor's Equipment.
- 182.4 Unless otherwise stated in the Special Conditions, insurances under this Sub-Clause:
- a) Shall be effected and maintained by the Contractor as insuring Party,
 - b) shall be in the joint names of the Parties, who shall be jointly entitled to receive payments from the insurers, payments being held or allocated to the Party actually bearing the costs of rectifying the loss or damage,
 - c) shall cover all loss and damage from any cause not listed in Sub-Clause 17.3 [Procuring Entity's Risks],
 - d) shall also cover, to the extent specifically required in the tendering documents of the Contract, loss or damage to a part of the Works which is attributable to the use or occupation by the Procuring Entity of another part of the Works, and loss or damage from the risks listed in sub-paragraphs (c), (g) and (h) of Sub-Clause 17.3 [Procuring Entity's Risks], excluding (in each case) risks which are not insurable at commercially reasonable terms, with deductibles per occurrence of not more than the amount stated **in the Special Conditions** of Contract (if an amount is not so stated, this sub-paragraph (d) shall not apply), and
 - e) may however exclude loss of, damage to, and reinstatement of:
 - i) a part of the Works which is in a defective condition due to a defect in its design, materials or workmanship (but cover shall include any other parts which are lost or damaged as a direct result of this defective condition and not as described in sub-paragraph (ii) below),
 - ii) a part of the Works which is lost or damaged in order to reinstate any other part of the Works if this other part is in a defective condition due to a defect in its design, materials or workmanship,
 - iii) a part of the Works which has been taken over by the Procuring Entity, except to the extent that the Contractor is liable for the loss or damage, and
 - iv) Goods while they are not in Kenya, subject to Sub-Clause 14.5 [Plant and Materials intended for the Works].
- 182.5 If, more than one year after the Base Date, the cover described in sub-paragraph (d) above ceases to be available at commercially reasonable terms, the Contractor shall (as insuring Party) give notice to the Procuring Entity, with supporting particulars. The Procuring Entity shall then (i) be entitled subject to Sub-Clause 2.5 [Procuring Entity's Claims] to payment of an amount equivalent to such commercially reasonable terms as the Contractor should have expected to have paid for such cover, and (ii) be deemed, unless he obtains the cover at commercially reasonable terms, to have approved the omission under Sub-Clause 18.1 [General Requirements for Insurances].

183 Insurance against Injury to Persons and Damage to Property

- 183.1 The insuring Party shall insure against each Party's liability for any loss, damage, death or bodily injury which may occur to any physical property (except things insured under Sub-Clause 18.2 [Insurance for Works and Contractor's Equipment]) or to any person (except persons insured under Sub-Clause 18.4 [Insurance for Contractor's Personnel]), which may arise out of the Contractor's performance of the Contract and occurring before the issue of the Performance Certificate.
- 183.2 This insurance shall be for a limit per occurrence of not less than the amount stated in **the Special Conditions of Contract**, with no limit on the number of occurrences. If an amount is not stated in the **Special Conditions of Contract**, this Sub-Clause shall not apply.
- 183.3 Unless otherwise stated in the Special Conditions, the insurances specified in this Sub-Clause:
- a) Shall be effected and maintained by the Contractor as insuring Party,

- b) shall be in the joint names of the Parties,
- c) shall be extended to cover liability for all loss and damage to the Procuring Entity's property (except things insured under Sub-Clause 18.2) arising out of the Contractor's performance of the Contract, and
- d) may however exclude liability to the extent that it arises from:
 - i) the Procuring Entity's right to have the Permanent Works executed on, over, under, in or
 - ii) through any land, and to occupy this land for the Permanent Works,
 - iii) damage which is an unavoidable result of the Contractor's obligations to execute the
 - iv) Works and remedy any defects, and
 - v) a cause listed in Sub-Clause 17.3 [Procuring Entity's Risks], except to the extent that cover is available at commercially reasonable terms.

184 Insurance for Contractor's Personnel

- 184.1 The Contractor shall effect and maintain insurance against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel.
- 184.2 The insurance shall cover the Procuring Entity and the Architect against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Procuring Entity or of the Procuring Entity's Personnel.
- 184.3 The insurance shall be maintained in full force and effect during the whole time that these personnel are assisting in the execution of the Works. For a Subcontractor's employees, the insurance may be effected by the Subcontractor, but the Contractor shall be responsible for compliance with this Clause.

19. FORCE MAJEURE

19.1 Definition of Force Majeure

- 19.1.1 In this Clause, "Force Majeure" means an exceptional event or circumstance:
 - a) Which is beyond a Party's control,
 - b) Which such Party could not reasonably have provided against before entering into the Contract,
 - c) which, having arisen, such Party could not reasonably have avoided or overcome, and
 - d) which is not substantially attributable to the other Party.
- 19.1.2 Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:
 - a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,
 - b) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war,
 - c) riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel,
 - d) munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as maybe attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, and
 - e) natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.

19.2 Notice of Force Majeure

- 192.1 If a Party is or will be prevented from performing its substantial obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 14 days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure.
- 192.2 The Party shall, having given notice, be excused performance of its obligations for so long as such Force Majeure prevents it from performing them.
- 192.3 Notwithstanding any other provision of this Clause, Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract.

19.3 Duty to Minimize Delay

Each Party shall at all times use all reasonable endeavors to minimize any delay in the performance of the

Contract as a result of Force Majeure. A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.

194 Consequences of Force Majeure

194.1 If the Contractor is prevented from performing his substantial obligations under the Contract by Force Majeure of which notice has been given under Sub-Clause 19.2 [Notice of Force Majeure], and suffers delay and/ or incurs Cost by reason of such Force Majeure, the Contractor shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- b) if the event or circumstance is of the kind described in sub-paragraphs (i) to (iv) of Sub-Clause 19.1 [Definition of Force Majeure] and, in sub-paragraphs (ii) to (iv), occurs in Kenya, payment of any such Cost, including the costs of rectifying or replacing the Works and/or Goods damaged or destroyed by Force Majeure, to the extent they are not indemnified through the insurance policy referred to in Sub-Clause 18.2 [Insurance for Works and Contractor's Equipment].

194.2 After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

195 Force Majeure Affecting Subcontractor

If any Subcontractor is entitled under any contract or agreement relating to the Works to relief from force majeure on terms additional to or broader than those specified in this Clause, such additional or broader force majeure events or circumstances shall not excuse the Contractor's non-performance or entitle him to relief under this Clause.

196 Optional Termination, Payment and Release

196.1 If the execution of substantially all the Works in progress is prevented for a continuous period of 84 days by reason of Force Majeure of which notice has been given under Sub-Clause 19.2 [Notice of Force Majeure], or for multiple periods which total more than 140 days due to the same notified Force Majeure, then either Party may give to the other Party a notice of termination of the Contract. In this event, the termination shall take effect 7 days after the notice is given, and the Contractor shall proceed in accordance with Sub-Clause 16.3 [Cessation of Work and Removal of Contractor's Equipment].

196.2 Upon such termination, the Architect shall determine the value of the work done and issue a Payment Certificate which shall include:

- a) the amount payable for any work carried out for which a price is stated in the Contract;
- b) the Cost of Plant and Materials ordered for the Works which have been delivered to the Contractor, or of which the Contractor is liable to accept delivery: this Plant and Materials shall become the property of (and be at the risk of) the Procuring Entity when paid for by the Procuring Entity, and the Contractor shall place the same at the Procuring Entity's disposal;
- c) other Cost or liabilities which in the circumstances were reasonably and necessarily incurred by the Contractor in the expectation of completing the Works;
- d) the Cost of removal of Temporary Works and Contractor's Equipment from the Site and the return of these items to the Contractor's works in his country (or to any other destination at no greater cost); and
- e) the Cost of repatriation of the Contractor's staff and lab or employed wholly in connection with the Works at the date of termination.

197 Release from Performance

Notwithstanding any other provision of this Clause, if any event or circumstance outside the control of the Parties (including, but not limited to, Force Majeure) arises which makes it impossible or unlawful for either or both Parties to fulfil its or their contractual obligations or which, under the law governing the Contract, entitles the Parties to be released from further performance of the Contract, then upon notice by either Party to the other Party of such event or circumstance:

- a) The Parties shall be discharged from further performance, without prejudice to the rights of either Party in respect of any previous breach of the Contract, and
- b) The sum payable by the Procuring Entity to the Contractor shall be the same as would have been payable under Sub-Clause 19.6 [Optional Termination, Payment and Release] if the Contract had been terminated under Sub-Clause 19.6.

20. SETTLEMENT OF CLAIMS AND DISPUTES

20.1 Contractor's Claims

- 20.1.1 If the Contractor considers itself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give Notice to the Engineer, 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.
- 20.1.2 If the Contractor fails to give notice of a claim within such period of 30 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Procuring Entity shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub-Clause shall apply.
- 20.1.3 The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.
- 20.1.4 The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Engineer. Without admitting the Procuring Entity's liability, the Architect 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 Architect to inspect all these records and shall (if instructed) submit copies to the Engineer.
- 20.1.5 Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Engineer, the Contractor shall send to the Architect 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 Architect 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 Engineer.
- 20.1.6 Within 42 days after receiving a Notice of a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Architect and approved by the Contractor, the Architect shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars but shall nevertheless give his response on the principles of the claim within the above defined time period.
- 20.1.7 Within the above defined period of 42 days, the Architect 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.
- 20.1.8 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.
- 20.1.9 If the Architect does not respond within the time frame defined in this Clause, either Party may consider that the claim is rejected by the Architect and any of the Parties may refer the dispute for amicable settlement in accordance with Clause 20.3.
- 20.1.10 The requirements of this Sub-Clause are in addition to those of any other Sub-Clause which may apply to a claim. 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 20.3.

202 Procuring Entity's Claims

- 202.1 If the Procuring Entity considers itself to be entitled to any payment under any Clause of these Conditions or otherwise in connection with the Contract, and/or to any extension of the Defects Notification Period, the Procuring Entity or the Architect shall give notice and particulars to the Contractor. However, notice is not required for payments due under Sub-Clause 4.19 [Electricity, Water and Gas], under Sub-Clause 4.20 [Procuring Entity's Equipment and Free-Issue Materials], or for other services requested by the Contractor.
- 202.2 The notice shall be given as soon as practicable and no longer than 30 days after the Procuring Entity became aware, or should have become aware, of the event or circumstances giving rise to the claim. A notice relating to any extension of the Defects Notification Period shall be given before the expiry of such period.
- 202.3 The particulars shall specify the Clause or other basis of the claim and shall include substantiation of the amount and/or extension to which the Procuring Entity considers itself to be entitled in connection with the Contract. The Architect shall then proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) the amount (if any) which the Procuring Entity is entitled to be paid by the Contractor, and/ or (ii) the extension (if any) of the Defects Notification Period in accordance with Sub-Clause 11.3 [Extension of Defects Notification Period].
- 202.4 This amount may be included as a deduction in the Contract Price and Payment Certificates. The Procuring Entity shall only be entitled to set off against or make any deduction from an amount certified in a Payment Certificate, or to otherwise claim against the Contractor, in accordance with this Sub-Clause.

203 Amicable Settlement

Where a notice of a claim has been given, both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, the Party giving a notice of a claim in accordance with Sub-Clause 20.1 above should move to commence arbitration after 60 days from the day on which a notice of a claim was given, even if no attempt at an amicable settlement has been made.

204 Matters that may be referred to arbitration

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

- a) Whether or not the issue of an instruction by the Architect is empowered by these Conditions.
- b) Whether or not a certificate has been improperly withheld or is not in accordance with these Conditions.
- c) Any dispute arising in respect risks arising from matters referred to in Clause 17.3 and Clause 19.
- e) All other matters shall only be referred to arbitration after the completion or alleged completion of the Works or termination or alleged termination of the Contract, unless the Procuring Entity and the Contractor agree otherwise in writing.

205 Arbitration

- 205.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 20.3 shall be finally settled by arbitration.
- 205.2 No arbitration proceedings shall be commenced on any claim or dispute where notice of a claim or dispute has not been given by the applying party within ninety days of the occurrence or discovery of the matter or issue giving rise to the dispute.
- 205.3 Notwithstanding the issue of a notice as stated above, the arbitration of such a claim or dispute shall not commence unless an attempt has in the first instance been made by the parties to settle such claim or dispute amicably with or without the assistance of third parties. Proof of such attempt shall be required.
- 205.4 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, tests or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any certificate.

- 205.5 The Arbitrator shall, without prejudice to the generality of his powers, have powers to open up, review and revise any certificate, opinion, decision, requirement or notice and to determine all matters in dispute which shall be submitted to him in the same manner as if no such certificate, opinion, decision require mentor notice had been given.
- 205.6 The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Engineer, relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Architect from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.
- 205.7 Neither Party shall be limited in the proceedings before the arbitrators to the evidence, or to the reasons for dissatisfaction given in its Notice of Dissatisfaction.
- 205.7 Arbitration may be commenced prior to or after completion of the Works. The obligations of the Parties, and the Architect shall not be altered by reason of any arbitration being conducted during the progress of the Works.
- 205.8 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.

20.6 Arbitration with National Contractors

- 206.1 If the Contract is with national contractors, arbitration proceedings will be conducted in accordance with the Arbitration Laws of Kenya. In case of any claim or dispute, such claim or dispute shall be notified in writing by either party to the other with a request to submit it to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed, on the request of the applying party, by the Chairman or Vice Chairman of any of the following professional institutions;
- i) Architectural Association of Kenya
 - ii) Institute of Quantity Surveyors of Kenya
 - iii) Association of Consulting Engineers of Kenya
 - iv) Chartered Institute of Arbitrators (Kenya Branch)
 - v) Institution of Engineers of Kenya
- 206.2 The institution written to first by the aggrieved party shall take precedence over all other institutions.

20.7 Arbitration with Foreign Contractors

- 207.1 Arbitration with foreign contractors shall be conducted in accordance with the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL); or with proceedings administered by the International Chamber of Commerce (ICC) and conducted under the ICC Rules of Arbitration; by one or more arbitrators appointed in accordance with said arbitration rules.
- 207.2 The place of arbitration shall be a location specified in the **SCC**; and the arbitration shall be conducted in the language for communications defined in Sub-Clause 1.4 [Law and Language].

20.8 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.

20.9 Failure to Comply with Arbitrator's Decision

- 209.1 The award of such Arbitrator shall be final and binding up on the parties.
- 209.2 In the event that a Party fails to comply with a final and binding Arbitrator's decision, then the other Party may, without prejudice to any other rights it may have, refer the matter to a competent court of law.

20.10 Contract operations to continue

Notwithstanding any reference to arbitration herein,

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

Section IX - Special Conditions of Contract

The following Special Conditions shall supplement the GCC. Whenever there is a conflict, the provisions here in shall prevail over those in the GCC.

Conditions	Sub-Clause	Data
Part A - Contract Data		
Procuring Entity's name and address	Heading	THE KENYA INSTITUTE FOR PUBLIC POLICY RESEARCH AND ANALYSIS (KIPPRA) P. O. BOX 56445 - 00200, NAIROBI
Name and Reference No. of the Contract	Heading and 1.1	PROPOSED OFFICE PARTITIONING FOR KIPPRA ON 2ND FLOOR, BISHOP GARDEN TOWERS, BISHOP RD – NAIROBI KP/ONT/09/2023-2024 W.P. ITEM NO. D107 /NB/NB/2202 JOB NO. 11100A
Engineers Name and address	Heading and 3.1.1	WORKS SECRETARY, STATE DEPARTMENT FOR PUBLIC WORKS, P.O Box 30743-00100, NAIROBI
Contractor's Representative's name	4.3.1	<i>[insert the name of the Contractor's Representative agreed by the Procuring Entity prior to Contract signature]</i>
Key Personnel names	16.9.1	<i>[insert the name of each Key Personnel agreed by the Procuring Entity prior to Contract signature]</i>
Time for Completion	1.1.	Twelve (12) Weeks after Start Date
Defects Notification Period	1.1	180 days
Sections	1.1	N/A
Electronic transmission systems	1.3	N/A
Time for the Parties entering into a Contract Agreement	1.6	Within 30days after notification of award
Commencement Date	8.1.1	AS AGREED WITH THE PROJECT MANAGER
Time for access to the Site	2.1.1	No later than the Commencement Date, and not later than 7 days after Commencement Date
Architect Duties and Authority	3.1.6 (b) (ii)	Variations resulting in an increase of the Accepted Contract Amount in excess of <u>0</u> % shall require approval of the Procuring Entity.
Performance Security	4.2.1	The performance security will be in the form of a performance bond in the amount(s) of 5% (percent) of the accepted contract amount and in the same currency (ies) of the accepted contract amount
Normal working hours	6.5	0700 -1800hrs
Delay damages for the Works	8.7 & 14.15(b)	0.005% of the contract amount per day.
Maximum amount of delay damages	8.7.1	5% of the final contract price
Provisional Sums	13.6. (b)(ii)	<i>[If there are Provisional Sums, insert a percentage for adjustment of Provisional Sums]</i> 0 %
Adjustments for Changes in Cost	13.9	Period "n" applicable to the adjustment multiplier "Po": 12 months
Total advance payment	14.2.1	Advance Payment shall NOT be granted
Repayment amortization rate of advance payment	14.2.5 (b)	Shall not apply

Conditions	Sub-Clause	Data
Percentage of Retention	14.3.2 (c)	10 %
Limit of Retention Money	14.3.2 (c)	5% of the Accepted Contract Amount
Plant and Materials	14.5.3(b)(i)	If Sub-Clause 14.5 applies: Plant and Materials for payment Free on Board (N/A)
	14.5.3(c)(i)	Plant and Materials for payment when delivered to the Site - To be incorporated into the permanent work
Minimum Amount of Interim Payment Certificates	14.6.2	N/A
Publishing source of commercial interest rates for financial charges in case of delayed payment	14.8	Annual rate of three percentage points above the mean lending rate of the Central Bank in Kenya of the currency of payment
Maximum total liability of the Contractor to the Procuring Entity	17.6.2	N/A
Periods for submission of insurance: a. evidence of insurance. b. relevant policies	18.1.6	 __14__ days __14__ days
Maximum amount of deductibles for insurance of the Procuring Entity's risks	18.2.4 (d)	As per Kenyan Laws
Minimum amount of third-party insurance	18.3.2	As per Kenyan Laws
The place of arbitration	20.7.2	Nairobi, Kenya.

SECTION X - CONTRACT FORMS

FORM No. 1 - NOTIFICATION OF INTENTION TO AWARD

FORM NO. 2 – REQUEST FOR REVIEW

FORM No. 3-LETTEROF AWARD

FORM No. 4 - CONTRACT AGREEMENT

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

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

FORM No. 7 - ADVANCE PAYMENT SECURITY

FORM No. 8 - RETENTION MONEY SECURITY

FORM No. 9 - BENEFICIAL OWNERSHIP DISCLOSURE FORM

FORM No 1: NOTIFICATION OF INTENTION TO AWARD OF CONTRACT

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

FORMAT

1. For the attention of Tenderer's Authorized Representative

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

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

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

This Notification is sent by *(Name and designation)* _____

3. Notification of Award

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

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

4. Request a debriefing in relation to the evaluation of your tender by submitting a Procurement-related Complaint in relation to the decision to award the contracts.

a) The successful tenderers

i) Name of successful Tender _____

ii) Address of the successful Tender _____

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

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

c) Other Tenderers

Names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as read out.

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

(Note a) State NE if not evaluated

5. How to request a debriefing

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

6. How to make a complaint

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

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

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

7. Standstill Period

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

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

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

FORM NO. 2- REQUEST FOR REVIEW

FORM FOR REVIEW (r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

..... APPLICANT

AND

.....RESPONDENT (Procuring Entity)

Request for review of the decision of the..... (Name of the Procuring Entity ofdated the...day of20.....in the matter of Tender No.....of20..... for (Tender description).

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical address.....P. O. Box No.....
Tel. No.....Email, hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely:

- 1.
- 2.

By this memorandum, the Applicant requests the Board for an order/orders that:

- 1.
- 2.

SIGNED(Applicant) Dated on.....day of/...20.....

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on.....day of20.....

SIGNED

Board Secretary

FORM NO. 3: LETTER OF AWARD

letterhead paper of the Procuring Entity]

[date]

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

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

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

Authorized Signature:

Name and Title of Signatory:

Name of Procuring Entity:

Attachment: *Contract Agreement*:

FORM NO 4: CONTRACT AGREEMENT

THIS AGREEMENT made the day of..... 20....., between.....
.....of..... (hereinafter “the Procuring
Entity”), of the one part, and..... of..... (hereinafter
“the Contractor”), of the other part:

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

The Procuring Entity and the Contractor agree as follows:

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

INWITNESS where of the parties here to have caused this Agreement to be executed in accordance with the
Laws of Kenya on the day, month and year specified above.

Signed and sealed by.....(for the Procuring Entity)

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

FORM NO. 5 - PERFORMANCE SECURITY

[Option 1 - Unconditional Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary: [insert name and Address of Procuring Entity]

Date: _____ [Insert date of issue]

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

1. We have been informed that _____ (hereinafter called "the Contractor") has entered into Contract No. _____ dated _____ with (name of Procuring Entity) _____ (the Procuring Entity as the Beneficiary), for the execution of _____ (herein after called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.
3. At the request of the Contractor, we as Guarantor, here by irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (in words),¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand it self or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.
4. This guarantee shall expire, no later than the.....Day of.....,2.....², and any demand for payment under it must be received by us at the office indicated above on or before that date.
5. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”

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

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

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

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

FORM No. 6- PERFORMANCE SECURITY

[Option 2– Performance Bond]

[Note: Procuring Entities are advised to use Performance Security – Unconditional Demand Bank Guarantee in stead 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 there to, which to the extent here in provided for, are by reference made part here of and are here in after referred to as the Contract.
3. NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Procuring Entity to be, in default under the Contract, the Procuring Entity having performed the Procuring Entity's obligations there under, the Surety may promptly remedy the default, or shall promptly:
 - a) Complete the Contract in accordance with its terms and conditions; or
 - b) Obtain a tender or tenders from qualified tenderers for submission to the Procuring Entity for completing the Contract in accordance with its terms and conditions, and upon determination by the Procuring Entity and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Procuring Entity and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Procuring Entity to Contractor under the Contract, less the amount properly paid by Procuring Entity to Contractor; or
 - c) Pay the Procuring Entity the amount required by Procuring Entity to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.
4. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.
5. Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Procuring Entity named here in or the heirs, executors, administrators, successors, and assigns of the Procuring Entity.
6. In testimony whereof, the Contractor has here unto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly at tested by the signature of his legal representative, this day _____ of _____ 20_____.

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

FORM NO. 7 - ADVANCE PAYMENT SECURITY

[Demand Bank Guarantee]

[Guarantor letterhead]

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

Date: _____ [Insert date of issue]

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

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

1. We have been informed that _____ (hereinafter called "the Contractor") has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (hereinafter called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum _____ (in words _____) is to be made against an advance payment guarantee.
3. At the request of the Contractor, we as Guarantor, here by irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (in words _____) 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 _____, 20____, ² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.
6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

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

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

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

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

FORM NO. 8 – RETENTION MONEY SECURITY

[Demand Bank Guarantee]

[Guarantor letterhead]

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

Date: _____ *[Insert date of issue]*

Advance payment guarantee no. *[Insert guarantee reference number]*

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

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

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

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

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

²Insert a date that is twenty-eight days after the expiry of retention period after the actual completion date of the contract. The Procuring Entity should note that in the event of an extension of this date for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.

FORM NO. 9 BENEFICIAL OWNERSHIP DISCLOSURE FORM**(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)****INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM**

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

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

Tender Reference No.: _____[insert identification no]

 Name of the Tender Title/Description: _____[insert name of the assignment] to:
 _____[insert complete name of Procuring Entity]

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

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

Details of Beneficial ownership

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

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

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

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

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

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

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

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

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

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

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

Bidder Official Stamp

SECOND FLOOR

PARTICULAR PRELIMINARIES

ITEM	DESCRIPTION	AMOUNT
	BILL NO.1 <u>PARTICULAR PRELIMINARIES</u> EMPLOYER A The Employer is Kenya Institute For Public Policy Research And Analysis (KIPPRA) The term "Employer" and "Government" wherever used in the contract document shall be synonymous. PROJECT MANAGER B The term "P.M" or "Project Manager" wherever used in these Bills of Quantities shall be deemed to imply the "Engineer" as defined in Condition 1 of the Conditions of Contract or such person or persons as may be duly authorized to represent him on behalf of the Government. ARCHITECT C The term "Architect" shall be deemed to mean "the P.M" as defined above whose address, unless otherwise notified, is the Ministry of Lands, Public Works, Housing and Urban Development : State Department for Public Works, P.O.Box 30743-00100, NAIROBI QUANTITY SURVEYOR D The term "Quantity Surveyor" shall be deemed to mean "the P.M" as defined above whose address, unless otherwise notified, is the Ministry of Lands, Public Works, Housing and Urban Development : State Department for Public Works, P.O.Box 30743-00100, NAIROBI STRUCTURAL ENGINEER E The term "Structural Engineer" shall be deemed to mean "the P.M" as defined above whose address, unless otherwise notified, is the Ministry of Lands, Public Works, Housing and Urban Development : State Department for Public Works, P.O.Box 30743-00100, NAIROBI ELECTRICAL ENGINEER F The term "Electrical Engineer" shall be deemed to mean "the P.M" as defined above whose address, unless otherwise notified, is the Ministry of Lands, Public Works, Housing and Urban Development : State Department for Public Works, P.O.Box 30743-00100, NAIROBI MECHANICAL ENGINEER G The term "Mechanical Engineer" shall be deemed to mean "the P.M" as defined above whose address, unless otherwise notified, is the Ministry of Lands, Public Works, Housing and Urban Development : State Department for Public Works, P.O.Box 30743-00100, NAIROBI	
	Carried to collection	

A	<p>INTERIOR DESIGNER</p> <p>The term "Interior Designer" shall be deemed to mean "the P.M" as defined above whose address, unless otherwise notified, is the Ministry of Lands, Public Works, Housing and Urban Development :State Department for Public Works, P.O.Box 30743-00100, NAIROBI</p> <p>SCOPE OF CONTRACT</p> <p>The works to be carried out under this contract involves demolition of existing partitions, floor tiles and doors, putting up of aluminium partitions with glass infills, timber doors, window blinds, granito and ceramic floor and wall tiles, accoustic ceilings and cabinets</p> <p><u>FLOOR AREAS</u></p> <p>C</p> <p>Total Area = 330 m2</p> <p><u>Note :</u> The above areas are given as a guide an no warranty is given for their accuracy.</p>	
	Carried to collection	

A	<p>URGENCY OF THE WORKS</p> <p>The Contractor is notified that these “works are urgent” and should be completed within the period stated in these Particular Preliminaries.</p> <p>The Contractor shall allow in his rates for any costs he/ she deems that he/she may incur by having to complete these works within the stipulated contract period.</p> <p>LOCATION OF SITE</p> <p>The site is located at BISHOP GARDEN TOWERS, NAIROBI</p> <p>The Contractor shall be deemed to have visited the site and satisfied himself as to:-</p> <ul style="list-style-type: none"> a) The nature, position, topography and access of the site b) The amount of the rubbish or debris to be cleared away before commencement c) The nature, current usage, proximity and size of adjoining property and buildings d) The positioning of all temporary structures, plant and materials necessary for the execution of the works. <p>The Contractor shall obtain approval from the relevant Local Authority in adherence to site access and erection of temporary structures and must ensure all matters relating to the requirements of these authorities.</p> <p>No claim will be allowed for travelling or other expenses which may be incurred by the Contractor in visiting the site or preparing the tender for the works.</p> <p>The Contractor is advised that the site is within a compound in use and all measures should be taken to avoid nuisance to the existing users.</p> <p>All occupation health and safety requirements must be met as required by law.</p> <p>This includes prevention/ minimizing noise, dust, fumes, providing access to public facilities as required (lifts, washrooms, staircases).</p> <p>Notices should be given prior to disruption of services.</p> <p>Where necessary the Contractor will provide temporary facilities for use as instructed by the Project Manager.</p> <p>MEASUREMENTS</p> <p>The works are measured in accordance with the Standard Method of Measurement of Building Works 2008 Edition, published by the Architectural Association of Kenya.</p> <p>In the event of any discrepancies arising between the Bills of Quantities and the actual works, the site measurements shall generally take precedence. However, such discrepancies between any contract documents shall immediately be referred to the PROJECT MANAGER</p>	
	Carried to collection	

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

A	<p>PAYMENTS</p> <p>Payments shall be in accordance with the Conditions of Contract Agreement. In order to facilitate this, a list of the general component elements for the works is given at the summary page of these specifications and the tenderer is requested to break down his tender sum commensurate to the said elements.</p> <p>PAYMENT FOR MATERIALS ON SITE</p> <p>All materials for incorporation in the works must be stored on site before payment is effected, unless specifically exempted by the Project Manager. This is to include materials of the Contractor, nominated sub-Contractors and nominated suppliers.</p> <p>PREVENTION OF ACCIDENT, DAMAGE OR LOSS</p> <p>The Contractor is notified that these works are to be carried out on a restricted site where the client is going on with other normal activities. The Contractor is thus instructed to take reasonable care in the execution of the works as to prevent accident</p> <p>WORKING CONDITIONS</p> <p>The Contractor shall allow in his rates for any interference that he may encounter in the course of the works for the Client may in some cases ask the Contractor not to proceed with the works until some activities within the site are completed.</p> <p>SIGNBOARD</p> <p>Allow for providing, erecting, maintaining throughout the course of the Contract and afterwards clearing away a signboard as designed, specified and approved by the Project Manager.</p> <p>LABOUR CAMPS</p> <p>The Contractor shall not be allowed to house labour on site. Allow for transporting workers to and from the site during the tenure of the contract.</p> <p>PRICING RATES</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 said Conditions of Contract.</p>	
	Carried to collection	

A	<p>SECURITY</p> <p>The Contractor shall allow for providing adequate security for the works and the workers in the course of execution of this contract. No claim will be entertained from the Contractor for not maintaining adequate security for both the works and workers.</p> <p>PAYMENT FOR MATERIALS ON SITE</p> <p>All materials for incorporation in the works must be stored on site before payment is effected, unless specifically exempted by the Project Manager. This is to include materials of the Contractor, nominated sub-Contractors and nominated suppliers.</p> <p>EXISTING SERVICES</p> <p>Prior to the commencement of any work, the Contractor is to ascertain from the relevant authority the exact position, depth and level of all existing services in the area and he/she shall make whatever provisions may be required by the authorities concerned</p> <p>BID SECURITY</p> <p>The Bidder shall furnish, as part of his bid, a security as specified in the tender advertisement and shall be in the form specified under Section IV-Standard Forms of the Tender Document.</p> <p>PERFORMANCE SECURITY</p> <p>A bond of 5% of the contract sum will be required in accordance with clause 48.0 of Instruction to Tenderers (Section I of the Tender Document) and Clause 4.2 of the General Conditions of Contract (Section VIII of the Tender Document).</p> <p>Note that no payments on account of works executed will be made to the Contractor until he has submitted the Performance Bond to the Project Manager, duly stamped signed and sealed by an approved bank or insurance company</p>	
	Carried to collection	

	<p>INSURANCE</p> <p>A The Contractor shall insure as required in Condition No. 18 of the Conditions of Contract. No payment on account of the work executed will be made to the Contractor until he has satisfied the PROJECT MANAGER either by production of an Insurance Policy or Insurance Certificate that the provision of the foregoing Insurance Clauses have been complied with in all respects. Thereafter the PROJECT MANAGER shall from time to time ascertain that premiums are duly paid up by the Contractor who shall, if called upon to do so, produce the receipted premium renewals for the PROJECT MANAGER's inspection.</p> <p>TENDER DOCUMENTS</p> <p>B Tender documents are as listed in Clause 11 of Section I-Instruction to Tenderers of the Tender Document.</p> <p>VALUE ADDED TAX</p> <p>C The Contractor's attention is drawn to V.A.T PUBLIC NOTICE NO. 6 of 5th August, 1993 regarding the Finance Bill 1993 which expanded the V.A.T base to cover construction services amongst other items. The Contractor shall familiarize himself with the said notice and allow in all his Bills of Quantities rates for the net tax. (i.e. less input tax where applicable) as required by law.</p> <p>The tenderer is advised that in accordance with Government Public Notice No.35 &36 dated 11th September 2003, operational from 1st October 2003, V.A.T will be deducted against the contract sum at the prevailing rate by the Employer and remitted directly to the Commissioner of V.A.T through all interim certificates. It should however be noted that this is not additional tax but a new mode of payment for V.A.T, any excess payment will be refundable once the Contractor has submitted monthly returns to the Commissioner of V.A.T who will do the refunds when satisfied that the V.A.T regulations have been complied with.</p>	
	Carried to collection	

	<p><u>PROJECT MANAGERMENT EXPENSES</u></p> <p><u>Disclaimer: The following items are to be expended at the discretion of the Project Manager.</u></p> <p><u>Project Management Expenses</u></p> <p>A Allow a provisional sum of Kenya Shillings One Million (Kshs 1,000,000.00) for Project Management Expenses</p> <p>B Allow for profits for the Item above (_____ %)</p>	<p>1,000,000.00</p>
	Carried to collection	

A	<p>FORM OF CONTRACT</p> <p>The Form of Contract shall be as stipulated in the Republic of Kenya's Standard Tender Document for Procurement of Building Works (2021 edition) included herein under Section VIII of the Tender Documents</p> <p>CONDITIONS OF CONTRACT</p> <p>These are numbered from 1 to 20 as set out under Section VIII of this Tender Document</p> <p>If the Contractor considers that compliance with any of the Conditions of Contract involves any expenses, he shall distribute the cost among the rates for the various items in the Bills of Quantities. No claim shall be allowed arising from the Contractor's compliance with any of the Conditions of Contract.</p> <p>PARTICULARS OF INSERTIONS TO BE MADE IN APPENDIX TO CONTRACT AGREEMENT</p> <p>The following are the insertions to be made in the appendix to the Contract Agreement: -</p> <p>Period of Final Measurement 3 Months From Practical completion</p> <p>Defects Liability Period 6 Months from Practical completion</p> <p>Date for Possession To be agreed with the Project Manager</p> <p>Date for Completion12.. Weeks from date of Possession</p> <p>Delay Damages 0.005% of the contract amount per day</p> <p>Period of Interim Certificates Monthly</p> <p>Percentage of Certified Value Retained 10 %</p> <p>Limit of Retention Fund 10 %</p>	
	Carried to collection	

	<p style="text-align: center;"><u>COLLECTION</u></p> <p>Brought forward from page PP/1</p> <p>Brought forward from page PP/2</p> <p>Brought forward from page PP/3</p> <p>Brought forward from page PP/4</p> <p>Brought forward from page PP/5</p> <p>Brought forward from page PP/6</p> <p>Brought forward from page PP/7</p> <p>Brought forward from page PP/8</p> <p>Brought forward from page PP/9</p>	
	TOTAL FOR PARTICULAR PRELIMINARIES CARRIED TO PRELIMINARIES SUMMARY	

GENERAL PRELIMINARIES

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

ITEM	DESCRIPTION	AMOUNT
A	SUFFICIENCY OF TENDER	
	The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices stated in the priced Bills of Quantities. Rates and prices quoted shall cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the works	
	RECORDS	
	The Contractor shall ensure proper records are kept and maintained for : Daily Reports on Personnel and Machinery; tracked programme; site photographs in digital camera; weather charts/reports; site instruction book and query book. a digital camera shall be provided for taking progress photos	
B	PLANT, TOOLS AND VEHICLES	
	Allow for providing all scaffolding, plant, tools and vehicles required for the works except in so far as may be stated otherwise herein and except for such items specifically and only required for the use of nominated Sub-Contractors as described herein. No timber used for scaffolding, formwork or temporary works of any kind shall be used afterwards in the permanent work.	
C	TRANSPORT.	
	Allow for transport of workmen, materials, etc., to and from the site at such hours and by such routes as may be permitted by the competent authorities.	
D		
	Carried to collection	

ITEM	DESCRIPTION	AMOUNT
<p>A</p> <p>B</p> <p>C</p>	<p>MATERIALS AND WORKMANSHIP.</p> <p>All work is to be carried out in accordance with the Ministry of Works General Specifications for Building Works, 1976 Edition together with any amendments thereto.</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> <p>SIGN FOR MATERIALS SUPPLIED.</p> <p>The Contractor will be required to sign a receipt for all articles and materials supplied by the CLIENT at the time of taking deliver thereof, as having received them in good order and condition, and will thereafter be responsible for any loss or damage and for replacements of any such loss or damage with articles and/or materials which will be supplied by the CLIENT at the current market prices including Customs Duty and V.A.T., all at the Contractor's own cost and expense, to the satisfaction of the PROJECT MANAGER</p> <p>STORAGE OF MATERIALS</p> <p>The Contractor shall provide at his own risk and cost where directed on the site weather proof lock-up sheds and make good damaged or disturbed surfaces upon completion to the satisfaction of the PROJECT MANAGER. Nominated Sub-Contractors are to be made liable for the cost of any storage accommodation provided especially for their use.</p>	
	Carried to collection	

ITEM	DESCRIPTION	AMOUNT
<p>A</p>	<p>SAMPLES</p> <p>The Contractor shall furnish at his own cost any samples of materials or workmanship including concrete test cubes required for the works that may be called for by the PROJECT MANAGER for his approval until such samples are approved by the PROJECT MANAGER and the PROJECT MANAGER may reject any materials or workmanship not in his opinion to be up to approved samples. The PROJECT MANAGER shall arrange for the testing of such materials as he may at his discretion deem desirable, but the testing shall be made at the expense of the Contractor and not at the expense of the PROJECT MANAGER. The Contractor shall pay for the testing in accordance with the current scale of testing charges laid down by the Ministry of Public Works.</p> <p>The procedure for submitting samples of materials for testing and the method of marking for identification shall be as laid down by the PROJECT MANAGER. The Contractor shall allow in his tender for such samples and tests except those in connection with nominated sub-contractors' work.</p> <p>GOVERNMENT ACTS REGARDING WORK PEOPLE ETC.</p> <p>Allow for complying with all Government Acts, Orders and Regulations in connection with the employment of Labour and other matters related to the execution of the works. In particular the Contractor's attention is drawn to the provisions of the Factory Act 1950 and his tender must include for all costs arising or resulting from compliance with any Act, Order or Regulation relating to Insurances, pensions and holidays for workpeople or so the safety, health and welfare of the workpeople. 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>	
	Carried to collection	

ITEM	DESCRIPTION	AMOUNT
A	PUBLIC AND PRIVATE ROADS.	
	The contractor shall maintain as required throughout the execution of the works and make good any damage to public or private roads arising from or consequent upon the execution of the works to the satisfaction of the local and other competent authority and the Project Manager.	
B	EXISTING PROPERTY.	
	The Contractor shall take every precaution to avoid damage to all existing property including roads, cables, drains and other services and he will be held responsible for and shall make good all such damage arising from the execution of this contract at his own expense to the satisfaction of the Project Manager.	
D	OCUPATIONAL HEALTH AND SAFETY MEASURES	
	The Project Manager expects the contractor to adhere to strict safety measures. In this regard the contractor should ensure that all his workers, the consultants and his sub-contractors workmen are wearing Personal Protective Equipment (PPE) before commencement of any work where applicable including overalls with the company name clearly printed on the back each with clearly marked Identification Numbers stitched or imprinted on.	
	The Contractor shall allow for providing all watching, lighting, barriers, signs, covering open trenches and protection of the works, including Sub-Contract works, as may be necessary for the safety of the works and for the protection of the public and his own and Sub-Contractors' employees.	
	He shall also ensure provision of first aid staff, access to ambulance services at all worksites and arrangement to access local hospital/dispensary with qualified medical staff. The Project Manager expects full compliance to this regulation and no excuses will be entertained for non-compliance.	
E	OCUPATIONAL HEALTH AND SAFETY PERSONEL	
	The contractor shall allow for Occupational Health and Safety personnel as directed and afford every reasonable facility for the performance of their duties.	
	Carried to collection	

ITEM	DESCRIPTION	AMOUNT
A	<p>ACCESS TO SITE AND TEMPORARY ROADS.</p> <p>Means of access to the Site shall be agreed with the CLIENT prior to commencement of the work and Contractor must allow for building any necessary temporary access roads for the transport of the materials, plant and workmen as may be required for the complete execution of the works including the provision of temporary culverts, crossings, bridges, or any other means of gaining access to the Site. Upon completion of the works, the Contractor shall remove such temporary access roads; temporary culverts, bridges, etc., and make good and reinstate all works and surfaces disturbed to the satisfaction of the PROJECT MANAGER</p> <p>AREA TO BE OCCUPIED BY THE CONTRACTOR</p> <p>The area of the site which may be occupied by the Contractor for use of storage and for the purpose of erecting workshops, etc., shall be defined on site by the PROJECT MANAGER</p> <p>OFFICE FOR THE PROJECT MANAGER</p> <p>The contractor shall , if so instructed, supply, maintain, service, clean and light a fully furnished, suitable office, having an approximate floor area of not less than 50 sqm for exclusive use of the project. The office shall have a sample room, a toilet and bathroom, kitchen of suitable dimensions with clean running water and electricity connected to the approval of the Project Manager.</p> <p>The Contractor shall provide, erect and maintain a lock-up type water or bucket closet for the sole use of the PROJECT MANAGER including making temporary connections to the drain where applicable to the satisfaction of Government and Medical Officer of Health and shall provide services of cleaner and pay all conservancy charges and keep both office and closet in a clean and sanitary condition from commencement to the completion of the works and dismantle and make good disturbed surfaces. The office and closet shall be completed before the Contractor is permitted to commence the works. The Contractor shall make available on the Site as and when required by the "PROJECT MANAGER" a modern and accurate level together with levelling staff, ranging rods and 50 metre metallic or linen tape.</p> <p>On completion of the contract, the contents of the office specified above shall revert to the Client. The contractor shall be responsible throughout the contract period for provision of insurance cover, maintenance of the office equipment and furniture, providing all necessary staff and providing security and garbage disposal facilities</p>	
	Carried to collection	

ITEM	DESCRIPTION	AMOUNT
A	LIGHTING AND POWER	
	The contractor shall provide at his own risk and cost all temporary artificial lighting and power for use on the works including all sub-contractors and specialists requirements and including all temporary connections, wiring, fittings etc and clearing away on completion. The Contractor shall pay all fees and obtain all permits in connection therewith.	
B	WATER RESOURCES AND USEAGE	
	The Contractor shall provide at his own risk and cost all necessary water required for use in the works. The Contractor must make his own arrangements for connection to the nearest suitable water main and for metering the water used. He must also provide temporary tanks and meters as required at his own cost and clear away when no longer required and make good on completion to the entire satisfaction of the PROJECT MANAGER . The Contractor shall pay all charges in connection herewith. No guarantee is given or implied that sufficient water will be available from mains and the Contractor must make his own arrangements for augmenting this supply at his own cost.	
	The contractor is to provide clean drinking water at the construction site for his workers at all times. All water shall be fresh, clean and pure, free from earthly vegetable or organic matter, acid or alkaline substance in solution or suspension.	
C	SANITATION OF THE WORKS	
	The Sanitation of the works shall be arranged and maintained by the Contractor to the satisfaction of the Government and/or Local Authorities, Labour Department and the PROJECT MANAGER	
	He may however be allowed use of the existing sanitation facilities but shall be responsible for the proper hygienic maintenace and any damage whatsoever. No guarantees are however given regarding the adequacy of the existing services	
	The Contractor will be required to pay all conservancy charges and shall ensure clean daily maintenance and disinfecting of the latrines, and not less than once per week, the whole area shall be sprayed with disinfectant and insecticides and any temporary drains shall be removed and all works and surfaces disturbed made good and then the whole area disinfected and left clean and free from pollution to the satisfaction of the Architect and local authorities.	
	Carried to collection	

ITEM	DESCRIPTION	AMOUNT
	SUPERVISION AND WORKING HOURS	
A	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.	
	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.	
	PRIME COST (OR P.C.) SUMS.	
C	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.	
	PROGRESS CHART.	
D	The Contractor shall provide within two weeks of Possession of Site and in agreement with the PROJECT MANAGER a Progress Chart for the whole of the works including the works of Nominated Sub-Contractors ; one copy to be handed to the PROJECT MANAGER and a further copy to be retained on Site. Progress to be recorded and chart to be amended as necessary as the work proceeds.	
	Carried to collection	

ITEM	DESCRIPTION	AMOUNT
A	<p>ADJUSTMENT OF P.C. SUMS.</p> <p>In the final account all P.C. Sums shall be deducted and the amount properly expended upon the PROJECT MANAGER'S order in respect of each of them added to the Contract sum. The Contractor shall produce to the PROJECT MANAGER such quotations, invoices or bills, properly receipted, as may be necessary to show the actual details of the sums paid by the Contractor. Items of profit upon P.C. Sums shall be adjusted in the final account pro-rata to the amount paid. Items of "attendance" (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> <p>ADJUSTMENT OF PROVISIONAL SUMS.</p> <p>In the final account all Provisional Sums shall be deducted and the value of the work properly executed in respect of them upon the PROJECT MANAGER's order added to the Contract Sum. Such work shall be valued , but should any part of the work be executed by a Nominated Sub-Contractor or the value of such work or articles for the work to be supplied by a Nominated Supplier, the value of such work or articles shall be treated as a P.C. Sum and profit and attendance comparable to that contained in the priced Bills of Quantities for similar items added.</p> <p>NOMINATED SUB-CONTRACTORS</p> <p>When any work is ordered by the PROJECT MANAGER to be executed by nominated sub-contractors, the Contractor shall enter into sub-contracts and shall thereafter be responsible for such sub-contractors in every respect. Unless otherwise described the Contractor is to provide for such Sub-Contractors any or all of the facilities described in these Preliminaries. The Contractor should price for these with the nominated Sub-contract Contractor's work concerned in the P.C. Sums under the description "add for Attendance".</p>	
	Carried to collection	

ITEM	DESCRIPTION	AMOUNT
A	<p>ALTERATIONS TO BILLS, PRICING, ETC.</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> <p>BLASTING OPERATIONS</p> <p>Blasting will only be allowed with the express permission of the PROJECT MANAGER in writing. All blasting operations shall be carried out at the Contractor's sole risk and cost in accordance with any Government regulations in force for the time being, and any special regulations laid down by the PROJECT MANAGER governing the use and storage of explosives.</p> <p>MATERIALS ARISING FROM EXCAVATIONS</p> <p>Materials of any kind obtained from the excavations shall be the property of the Client. Unless the PROJECT MANAGER directs otherwise such materials shall be dealt with as provided in the Contract. Such materials shall only be used in the works, in substitution of materials which the Contractor would otherwise have had to supply with the written permission of the PROJECT MANAGER. Should such permission be given, the Contractor shall make due allowance for the value of the materials so used at a price to be agreed.</p>	
	Carried to collection	

ITEM	DESCRIPTION	AMOUNT
A	<p>PROTECTION OF THE WORKS.</p> <p>Provide protection of the whole of the works contained in the Bills of Quantities, including casing, casing up, covering or such other means as may be necessary to avoid damage to the satisfaction of the PROJECT MANAGER and remove such protection when no longer required and make good any damage which may nevertheless have been done at completion free of cost to the Client.</p>	
	<p>WORKS TO BE DELIVERED UP CLEAN</p> <p>Clean and flush all gutters, rainwater and waste pipes, manholes and drains, wash (except where such treatment might cause damage) and clean all floors, sanitary fittings, glass inside and outside and any other parts of the works and remove all marks, blemishes, stains and defects from joinery, fittings and decorated surfaces generally, polish door furniture and bright parts of metalwork and leave the whole of the buildings watertight, clean, perfect and fit for occupation to the approval of the PROJECT MANAGER</p>	
	<p>GENERAL SPECIFICATION.</p> <p>For the full description of materials and workmanship, method of execution of the work and notes for pricing, the Contractor is referred to the Ministry of Roads 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>	
	Carried to collection	

ITEM	DESCRIPTION	AMOUNT
A	TRAINING LEVY	
	The Contractor's attention is drawn to legal notice No. 237 of October, 1971, which requires payment by the Contractor of a Training Levy at the rate of 1/4 % of the Contract sum on all contracts of more than Kshs. 50,000.00 in value.	
	MATERIALS ON SITE	
	All materials for incorporation in the works must be stored on or adjacent to the site before payment is effected unless specifically exempted by the PROJECT MANAGER. This includes the materials of the Main Contractor, Nominated Sub-Contractors and Nominated Suppliers.	
B	HOARDING	
	The Contractor shall erect hoarding comprising timber framework and 30 gauge GCI sheets or equal and approved material to Project Manager's approval. The Contractor is to obtain any necessary permits, maintain in position, pay all necessary fees and finally clear away all hoarding on completion. The Contractor is in addition required to take all precautions necessary for the safe custody of the works, materials, plant, public and Employer's property on the site.	
C	CONTRACTOR'S SUPERINTENDENCE/SITE AGENT	
	The Contractor shall constantly keep on the works a literate English speaking Agent or Representative, competent and experienced in the kind of work involved who shall give his whole experience in the kind of work involved and shall give his whole time to the superintendence of the works. Such Agent or Representative shall receive on behalf of the Contractor all directions and instructions from the Project Manager and such directions shall be deemed to have been given to the Contractor in accordance with the Conditions of Contract.	
D		
	Carried to Collection	

ITEM	DESCRIPTION	AMOUNT
	<u>COLLECTION</u>	
	Brought Forward From Page GP/1	
	Brought Forward From Page GP/2	
	Brought Forward From Page GP/3	
	Brought Forward From Page GP/4	
	Brought Forward From Page GP/5	
	Brought Forward From Page GP/6	
	Brought Forward From Page GP/7	
	Brought Forward From Page GP/8	
	Brought Forward From Page GP/9	
	Brought Forward From Page GP/10	
	Brought Forward From Page GP/11	
	Brought Forward From Page GP/12	
	Brought Forward From Page GP/13	
	TOTAL FOR GENERAL PRELIMINARIES CARRIED TO PRELIMINARIES SUMMARY	

BUILDERS WORK

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT NO. 2</u>				
	<u>PARTITIONS</u>				
	<u>3mm Thick heavy duty aluminium composite sections sections; blue powder coated complete with glazing beads</u>				
	<u>Horizontal Members:</u>				
A	100 x 50 x 2.5mm Aluminium section with channels to receive 8 mm thick glass (m.s); plugged	320	LM		
B	Ditto with two opposite channels to receive 8 mm thick glass (m.s)	320	LM		
	<u>Vertical members:</u>				
C	100 x 50 mm Aluminium section with channels to receive 8 mm thick glass (m.s) ; plugged	75	LM		
D	Ditto with two opposite channels one to receive 8 mm thick glass (m.s)	790	LM		
	<u>GLAZING</u>				
E	8 mm Clear sheet toughened glass fixed with Aluminium beadings (m.s) In panes 0.50 - 1.00m2	480	SM		
	<u>Heavy Duty first grade Aluminium louvre carrier frame fixed to steel frames(m.s)</u>				
F	500 x 150 x 6 mm thick Aluminium louvre blades with smooth edges	120	NO		
G	Set of frame for 4 blades	30	NO		
	<u>"Armorgard" frosted or other equal and approved film; 60" clear with narrow blue strips at edges; applied to glass (m/s); to</u>				
H	Partitions ; internally	480	SM		
	TOTAL CARRIED TO COLLECTION				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>WALL PADDING : (DIRECTOR CORPORATE SERVICES, WELLNESS CENTRE AND BOARDROOM)</u>				
	<u>The following in Padded accoustic foam wall lining to walls and doors:</u>				
A	50X50 mm sawn celcured cypress bearers; framing; plugged or nailed to walling at 600mm centers both sides	516	LM		
B	5mm Thick plywood backing onto timber bearers (m.s)	129	SM		
C	50mm Thick high-density Accoustic foam onto plywood	129	SM		
D	High quality rexin fabric complete with all necessary buttons and any other accesories stitched to padding in approved pattern	129	SM		
E	75 X 25mm thick wrot mahogany moulded Quadrant beading or any other equal and approved	516	LM		
F	Prepare surfaces by smooth sanding gypsum filler	129	SM		
	<u>Gypsum partitioning</u>				
G	12 mm thick gypsum boards partition both sides screwed on and including 75 x 50 x 1.2 mm thick top aluminium frame screwed onto concrete beams, 75 x 50 x 1.2 mm thick middle frame and 75 x 50 x 1.2 mm thick bottom aluminium frame screwed onto concrete floor and 75 x 1.2 mm thick vertical frames at 600mm c/c	120	SM		
	<u>Painting and Decorations</u>				
F	Carefully prepare the gypsum surface by sanding and skimming with gypsum powder to achieve the smooth surface.	240	SM		
G	Apply three finishing coats silk vinyl plastic emulsion paint to gypsum as before described on:	240	SM		
	TOTAL CARRIED TO COLLECTION				
	<u>COLLECTION</u>				
	Brought forward from page 2/02				
	Brought forward from page 2/03				
	TOTAL FOR PARTITIONS CARRIED TO SUMMARY				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT NO. 3</u>				
	<u>OPENINGS</u>				
	<u>DOORS</u>				
	<u>Aluminium framed glass door</u>				
	<u>Aluminium standard section framed doors and accessories by an approved specialist subcontractor : powder coated to Architect's approval ; including 6 mm thick toughened glass infill to panels in 100 x 50 mm aluminium edge plates: glazing beads bedded in mastic : to concrete or blockwall surfaces with screws plugged : bedded and pointed all round in mastic</u>				
A	900 x 2400mm high powder coated aluminium door in standard aluminium sections to approval hang to and including 100 x 50mm powder coated aluminium plugged frame all round and the leaf divided into 2No. 580 x 850mm high equal; both glazed fixed lights (glazing m/s) 1No. transome including aluminium glazing beads and complete with and including 900mm high glazed fanlight and all necessary ironmongery accessories.	15	NO		
	<u>FRAMES</u>				
	<u>Wrot mahogany in:</u>				
B	100 x 50mm Frame once rebated	35	LM		
C	45 x 35mm moulded Architrave	35	LM		
D	25mm Quadrant	35	LM		
	<u>TIMBER DOORS</u>				
	<u>Panelled Hardwood Doors</u>				
E	50 mm thick Mahogany single door leaf size 900 x 2400 mm high	6	NO		
	<u>Iron mongery</u>				
	<u>Supply and fix the following to UNION catalogue or other equal and approved; To softwood, hardwood or the like fixing with screws</u>				
F	Three lever mortice lock complete with furniture.	6	NO		
G	100mm brass butt hinges	9	PRS		
H	Aluminium oval door stop	21	NO		
I	Door closer with cover	21	NO		
J	Stainless steel signage plate -	6	NO		
	TOTAL CARRIED TO COLLECTION				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>DOORS CONTINUED</u>				
	<u>Painting</u>				
	<u>Prepare and apply one undercoat and two finishing coats of approved first quality polyurethane varnish on:-</u>				
A	Surfaces of wooden doors both sides.	26	SM		
B	Ditto. 100-200mm girth	70	LM		
C	Ditto. 0 - 100mm girth	35	LM		
	<u>Server room -Fire resistant and burglar proof door</u>				
D	Supply and Fix 900 x 2400 mm high steel door burglar proof with compressed fire proof materials (rock wool) between door steel plates , Spray paint and inclusive frame and multi locks and all necessary iron mongery as supplied by Assa Abloy or any other approved supplier	1	NO		
	<u>Other Floors - burglar proof door</u>				
E	Supply and Fix 1800 x 2700 mm high steel double door burglar proof with heavy duty steel plate ,with mahogany veneer on both sides and inclusive frame and multi locks and all necessary iron mongery as supplied by Assa Abloy or any other approved supplier	6	NO		
	TOTAL CARRIED TO COLLECTION				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT NO. 4</u>				
	<u>FINISHES</u>				
	<u>FLOOR FINISHES</u>				
	<u>Cement-sand (1:3) screed to hacked floors:</u>				
A	32 mm thick to receive Granito tiles	330	SM		
	<u>500 x 500 x 10 mm thick First quality Premium quality non - slip and polished granito tiles to regular pattern laid onto cement sand backing mix 1:3 (m/s) with approved adhesive including grouting joints with matching colour cement :-</u>				
B	Floors; level; internal	330	SM		
	<u>Wrot mahogany in:</u>				
C	100 x25 mm thick mahogany skirting, straight junction with wall and	380	LM		
	<u>Painting</u>				
	<u>Prepare and apply one undercoat and two finishing coats of approved first quality polyurethane vanish on:-</u>				
D	Surfaces of wooden Skirtings	380	LM		
	<u>WALL FINISHES</u>				
	<u>15 mm thick Cement-sand (1:3) backing to:</u>				
E	Walls to receive tiles	10	SM		
	<u>300 x 600 x 6 mm Thick first quality coloured ceramic wall tiles from 'M/S Saj Ceramic Ltd' or other equal and approved manufacturer(s) laid onto cement sand backing mix 1:3 (m/s) with approved adhesive including grouting joints with matching colour cement :-</u>				
F	Walls; internal	10	SM		
	<u>Painting and Decoration</u>				
	<u>Prepare and apply one undercoat and two finishing coats of 1st quality silk vinyl paint to:-</u>				
G	Existing walls	270	SM		
	TOTAL CARRIED TO COLLECTION				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<p><u>COLLECTION</u></p> <p>Brought forward from page 2/8</p> <p>Brought forward from page 2/9</p>				
	TOTAL FOR FINISHES CARRIED TO SUMMARY				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT NO. 5</u>				
	<u>JOINERY FITTINGS</u>				
	<u>CABINETS</u>				
A	Low level Kitchen cabinets (approx. size 5,400 x 600 x 900 mm high) Complete with concrete top with 20mm thick granite finish, masonry side walls plastered and painted, Laminated MDF doors complete with all necessary ironmongery and accessories; allow for leaving 1 no. opening to receive sink (m/s) size (900 x 600 mm)	1	NO		
B	High level Kitchen cabinets (approx. size 5,400 x 450 x 600 mm high) Complete with Laminated MDF sides, bottoms, shelves and doors complete with all necessary ironmongery and accessories;	1	NO		
C	Shelves for the Filing room (approx. size 18,000 x 600 x 3000 mm high) made of Laminated MDF sides and bottoms)	18	LM		
	<u>RECEPTION DESK</u>				
	<u>Wrot cypress framing:</u>				
D	25x25mm bearer plugged	25	LM		
E	Ditto runners	18	LM		
F	45X35mm once rebated door frame	22	LM		
	<u>25mm Thick MDF board in:-</u>				
G	MDF 18 mm thick sides; complete with lipping	12	SM		
H	Drawers MDF - size 450 x 600 x 200 mm complete with runners, handles and all necessary accessories	4	NO		
I	Mahogany 100 x 50 mm skirting	6	LM		
J	6 mm Plywood	5	SM		
K	Granite 20 mm thick	2	SM		
	<u>Prepare and apply one under coat and two finishing coats of gloss oil paint on timber surfaces</u>				
L	Paint to plywood	5	NO		
	<u>Painting and Decorating</u>				
M	Prime only backs of frames girth 0-100mm before fixing	25	LM		
	<u>Prepare and apply one under coat and two finishing coats of gloss oil paint on timber surfaces</u>				
N	Timber surfaces not exceeding 100mm girth internally	65	LM		
	TOTAL FOR JOINERY FITTINGS CARRIED TO SUMMARY				

ELECTRICAL WORKS

VOLUME 2

PROPOSED PARTITIONING OF 2ND FLOORS FOR
KENYA INSTITUTE FOR PUBLIC POLICY RESEARCH
AND ANALYSIS AT BISHOP GARDEN TOWER.

ELECTRICAL ENGINEERING WORKS

*TENDER SPECIFICATIONS & BILLS OF
QUANTITIES FOR SUPPLY, INSTALLATION,
TESTING AND COMMISSIONING OF
ELECTRICAL, STRUCTURED CABLING, CCTV,
ACCESS CONTROL AND AUDIO-VISUAL WORKS*

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SECTION A

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.

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.

GENERAL SPECIFICATIONS OF MATERIALS AND WORKS FOR ELECTRICAL INSTALLATION WORKS.

- 2.1 General
- 2.2 Standard of Materials
- 2.3 Workmanship
- 2.4 Procurement of Materials
- 2.5 Shop Drawings
- 2.6 Record Drawings
- 2.7 Regulations and Standards
- 2.8 Setting out Works
- 2.9 Position of Electrical Plant and Apparatus
- 2.10 M.C.B Distribution Panels and Consumer Units
- 2.11 Fused Switchgear and Isolators
- 2.12 Conduits and Conduit Runs
- 2.13 Conduit Boxes and Accessories
- 2.14 Labels
- 2.15 Earthing
- 2.16 Cables and Flexible Cords
- 2.17 Armoured PVC Insulated and Sheathed Cables
- 2.18 Cable Supports; Markers and Tiles
- 2.19 PVC Insulated Cables
- 2.20 Heat Resisting Cables
- 2.21 Flexible Cords
- 2.22 Cable Ends and phase Colours
- 2.23 Cable Insulation Colours

- 2.24 Sub-circuit Wiring
- 2.25 Space Factor
- 2.26 Insulation
- 2.27 Lighting Switches
- 2.28 Sockets and Switched sockets
- 2.29 Fused Spur Boxes
- 2.30 Cooker Outlets
- 2.31 Connectors
- 2.32 Lamp holders
- 2.33 Lamps
- 2.34 lighting Fittings Street Lighting Lanterns
- 2.35 Position of Points and Switches
- 2.36 Street/Security Lighting Columns
- 2.37 Timing Control Switch
- 2.38 Wiring System for Street Lighting
- 2.39 Metal control Pillar
- 2.40 Current Operated Earth leakage circuit breaker
- 2.41 MV Switchboard
- 2.42 Steel Conduits and Steel Trunking
- 2.43 Testing on Site

2.1 GENERAL

This specification is to be read in conjunction with the drawings which are issued with it. Bills of quantities shall be the basis of all additions and omissions during the progress of the works.

2.2 STANDARD OF MATERIALS

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

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

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

2.3 WORKMANSHIP

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

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

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

2.4 PROCUREMENT OF MATERIALS

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

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

2.5 SHOP DRAWINGS

Before manufacture or Fabrication is commenced the sub-contractor shall submit Two copies of detailed drawings of all control pillars, meter cubicles, medium voltage switchboards including their components showing all pertinent information including sizes, capacities, construction details, etc., as may be required to determine the suitability of the equipment for the approval of the Engineer. Approval of the detailed drawings shall not relieve the sub-contractor of the full responsibility of errors or the necessity of checking the drawings

himself or of furnishing the materials and equipment and performing the work required by the plans and specifications.

2.6 RECORD DRAWINGS

These diagrams and drawings shall show the completed installation including sizes, runs and arrangements of the installation. The drawings shall be to scale not less than 1:50 and shall include plan views and section.

The drawings shall include all the details which may be useful in the operation, maintenance or subsequent modifications or extensions to the installation.

Three sets of diagrams and drawings shall be provided, all to the approval of the Engineer.

One coloured set of line diagrams relating to operating and maintenance instructions shall be framed and, mounted in a suitable location.

2.7 REGULATIONS AND STANDARDS

All work executed by the Sub-contractor shall comply with the current edition of the “Regulations” for the Electrical Equipment of Buildings, issued by the Institution of Electrical Engineers, and with the Regulations of the Local Electricity Authority.

Where the two sets of regulations appear to conflict, they shall be clarified with the Engineers. All materials used shall comply with relevant Kenya Bureau of Standards Specification.

2.8 SETTING OUT WORK

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

2.9 POSITIONS OF ELECTRICAL PLANT AND APPARATUS

The routes of cables and approximate positions of switchboards etc, as shown on the drawings shall be assumed to be correct for purpose of Tendering, but exact positions of all electrical Equipment and routes of cables must be agreed on site with the Engineer before any work is carried out.

2.10 MCB DISTRIBUTION PANELS AND CONSUMER UNITS

All cases of MCB Panels and consumer units shall be constructed in heavy gauge sheet with hinged covers.

Removable undrilled gland plates shall be provided on the top and bottom of the cases. Miniature circuit breakers shall be enclosed in moulded plastic with the tripping mechanism and arc chambers separated and sealed from the cable terminals.

The operating dolly shall be tripfree with a positive movement in both make and break position. Clear indication of the position of the handle shall be incorporated.

The tripping mechanism shall be on inverse characteristic to prevent tripping in temporary overloads and shall not be affected by normal variation in ambient temperature.

A locking plate shall be provided for each size of breaker; A complete list of circuit details on typed cartridge paper glued to stiff cardboards and covered with a sheet of Perspex, and held in position with four suitable fixings, shall be fitted to the inner face of the lids of each distribution panel. The appropriate MCB ratings shall be stated on the circuit chart against each circuit in use: Ivorine labels shall be secured to the insulation barriers in such a manner as to indicate the number of the circuits shown on the circuit chart.

Insulated barriers shall be fitted between phases, and neutrals in all boards, and to shroud live parts.

Neutral cables shall be connected to the neutral bar in the same sequence as the phase cables are connected to the MCB's. This shall also apply to earth bars when installed.

2.11 FUSED SWITCHGEAR AND ISOLATORS

All fused switchgear and isolators whether mounted on machinery, walls or industrial panels shall conform to the requirements of KS 04 – 226 PART: 1: 1985.

All contacts are to be fully shrouded and are to have a breaking capacity on manual operations as required by KS 04 – 182: 1980.

Fuse links for fused switches are to be of high rupturing capacity cartridge type, conforming to KS 04 – 183: 1978.

Isolators shall be load breaking/fault making isolators.

Fused switches and isolators are to have separate metal enclosures. Mechanical interlocks are to be provided between the door and main switch operating mechanism so arranged that the door may not be opened with the switch in the 'ON' position. Similarly; it shall not be possible to close the switch with the door open except that provision to defeat the mechanical interlock and close the switch with the door in the open position for test purposes. The 'ON' and 'OFF' positions of all switches and isolators shall be clearly indicated by a mechanical flag indicator or similar device. In T.P & N fused switch units, bolted neutral links are to be fitted.

2.12 CONDUITS AND CONDUIT RUNS

Conduit systems are to be installed so as to allow the loop-in system of wiring:

All conduits shall be black rigid super high impact heavy gauge class 'A' PVC in accordance with KS 04 – 179: 1988 and IEE Regulations. No conduit less than 20mm in diameter shall be used anywhere in this installation.

Conduit shall be installed buried in plaster work and floor screed except when run on wooden or metal surface when they will be installed surface supported with saddles every 600mm. Conduit run in chases shall be firmly held in position by means of substantial pipe hooks driven into wooden plugs.

The Sub-contractor's attention is drawn to the necessity of keeping all conduits entirely separate from other piping services such as water and no circuit connections will be permitted between conduits and such pipes.

All conduits systems shall be arranged wherever possible to be self-draining to switch boxes and conduit outlet points for fittings:

The systems, when installed and before wiring shall be kept plugged with well fitting plugs and when short conduit pieces are used as plugs, they shall be doubled over and tied firmly together with steel wire; before wiring all conduit systems shall be carried out until the particular section of the conduit installation is complete in every respect.

The sets and bends in conduit runs are to be formed on site using appropriate size bending springs and all radii of bends must not be less than 2.5 times the outside diameter of the conduit. No solid or inspection bends, tees or elbows will be used.

Conduit connections shall either be by a demountable (screwed up) assembly or adhesive fixed and water tight by solution. The tube and fittings must be clean and free of all grease before applying the adhesive. When connections are made between the conduit and switch boxes, circular or non-screwed boxes, care shall be taken that no rough edges of conduit stick out into the boxes.

Runs between draw in boxes are not to have more than two right angle bends or their equivalent. The sub-contractor may be required to demonstrate to the Engineers that wiring in any particular run is easily withdrawable and the sub-contractor may, at no extra cost to the contract; be required to install additional draw-in boxes required. If conduit is installed in straight runs in excess of 6000mm, expansion couplings as manufactured by Egatube shall be used at intervals of 6000mm.

Where conduit runs are to be concealed in pillars and beams, the approval of the Structural Engineer, shall be obtained. The sub-contractor shall be responsible for marking the accurate position of all holes chases etc, on site, or if the Engineer so directs, shall provide the Main Contractor with dimensional drawings to enable him to mark out and form all holes and chases. Should the sub-contractor fail to inform the main contractor of any inaccuracies in this respect they shall be rectified at the sub-contractor's expense.

It will be the Sub-contractor's responsibility to ascertain from site, the details of reinforced concrete or structural steelwork and check from the builder's drawings the positions of walls, structural concrete and finishes. No reinforced concrete or steelwork may be drilled without first obtaining the written permission of the Structural Engineer.

The drawings provided with these specifications indicate the appropriate positions only of points and switches, and it shall be the Sub-Contractors responsibility to mark out and centre on site the accurate positions where necessary in consultation with the Architect and the Engineer. The sub-contractor alone shall be responsible for the accuracy of the final position.

2.13 CONDUIT BOXES AND ACCESSORIES

All conduit outlets and junction boxes are to be either malleable iron and of standard circular pattern of the appropriate type to suit saddles being used or super high impact PVC manufactured to KS 04 – 179 : 1983.

Small circular pattern boxes are to be used with conduits up to and including 25mm outside diameter. Rectangular pattern adaptable boxes are to be used for conduits of 32mm outside

diameter and larger. For drawing in of cables in exposed runs of conduit, standard pattern through boxes are to be used:

Boxes are to be not less than 50mm deep and of such dimensions as will enable the largest appropriate number of cables for the conduit sizes to be drawn in without excessive bending.

Outlet boxes for lighting fittings are to be of the loop-in type where conduit installation is concealed and the sub-contractor shall allow one such box per fitting, except where fluorescent fittings are specified when two such boxes per fitting shall be fitted flush with ceiling and if necessary fitted with break joint rings. Pattresses shall be fitted where required to outlets on surface conduit runs.

Adaptable boxes are two of PVC or mild steel (of not less than 12swg) and black enamelled or galvanised finish according to location. They shall be of square or oblong shape location. They shall be of square or oblong shape complete with lids secured by four 2 BA brass roundhead screws; No adaptable box shall be less than 75mm x 75mm x 50mm or larger than 300mm x 300mm x 75mm and shall be adequate in depth in relation to the size of conduit entering it. Conduits shall only enter boxes by means of conduit bushes.

2.14 LABELS

Labels fitted to switches and fuse boards; -

- (i) Shall be Ivorine engraved black on white.
- (ii) Shall be secured by R.H brass screws of same manufacturing throughout.
- (iii) Shall be indicated on switches: -
 - a) Reference number of switch
 - b) Special current rating
 - c) Item of equipment controlled
- (iv) Shall indicate on MCB panels
 - a) Reference number
 - b) Type of board, i.e.; lighting, sockets, etc.
 - c) Size of cable supplying panel
 - d) where to isolate feeder cable
- (v) Shall be generally not less than 75mm x 50mm.

2.15 EARTHING

The earthing of the installation shall comply with the following requirements; -

- (i) It shall be carried out in accordance with the appropriate sections of the current edition of the Regulations, for the Electrical Equipment of Buildings issued by Institute of Electrical Engineers of Great Britain.
- (ii) At all main distribution panels and main service positions a 25mm x 3mm minimum cross sectional area Copper tape shall be provided and all equipment including the lead sheath and armouring of cables, distribution boards and metal frames shall be bonded thereto.

- (iii) The earth tape in Sub-clause (ii) shall be connected by means of a copper tape or cable of suitable cross sectional area to an earth electrode which shall be a copper earth rod (see later sub-clause).
- (iv) All tapes to be soft high conductivity copper, untinned except where otherwise specified and where run underground on or through walls, floors, etc., it shall be served with corrosion resisting tape or coated with corrosion compound and braided
- (v) Where the earth electrode is located outside the building a removable test link shall be provided inside the building as near as possible to the point of entry to the tape, for isolating the earth electrode for testing purposes.
- (vi) Earthing of sub-main equipment shall be deemed to be satisfactory where the sub-main cables are M.I.C.S. or conduit with separate earth wire, and installation is carried out in accordance with the figures stated in the current edition of the I.E.E Regulations.
- (vii) Where an earth rod is specified (see Sub-clause (iii)) it shall be proprietary manufacture, solid hand drawn copper of 15mm diameter driven into the ground to a minimum depth of 3.6M. It shall be made up to 1.2m sections with internal screw and socket joints and fitted with hardened steel tip and driving cap.
- (viii) Earth plates will not be permitted
- (ix) Where an earth rod is used the earth resistance shall be tested in the manner described in the current edition of the IEE Regulations, by the Sub-Contractor in the presence of the Engineer and the Sub-Contractor shall be responsible for the supply of all test equipment.
- (x) Where copper tape is fixed to the building structure it shall be by means of purpose made non-ferrous saddles which space the conductor away from the structure a minimum distance of 20mm. Fixings, shall be made using purpose made plugs; No fixings requiring holes to be drilled through the tape will be accepted.
- (xi) Joints in copper tape shall be tinned before assembly riveted with a minimum of two copper rivets and seated solid.
- (xii) Where holes are drilled in the earth tape for connection to items of equipment the effective cross sectional area must not be less than required to comply with the IEE regulations.
- (xiii) Bolts, nuts and washers for any fixing to the earth tape must be of non-ferrous material.
- (xiv) Attention is drawn to the need for the earthing metal parts of lighting fittings and for bonding ball joint suspension in lighting fittings.

2.16 CABLES AND FLEXIBLE CORDS

All cables used in this Sub-Contract shall be manufactured in accordance with the current appropriate Kenya standard Specification which are as follows:-

P.V.C. Insulated Cables and Flexible Cords --- Ks 04:192:1988

P.V.C Insulated Armoured Cables --- Ks 04-194:1990

Armouring of Electric cables --- Ks 04-290:1987

The successful Sub-Contractor will, at the Engineers discretion be required to submit samples of cables for the Engineers approval; the Engineer reserves the right to call for the cables of an alternative manufacture without any extra cost being incurred.

P.V.C. insulated cables shall be 500/1000 volt grade. No cables smaller than 1.5mm² shall be used unless otherwise specified. The installation and the finish of cables shall be as detailed in later clauses. The colour of cables shall conform to the details stated in the "Cable Braid and insulation Colours" Clause.

2.17 ARMoured P.V.C. INSULATED AND SHEATHED CABLES:

Shall be 600/1000 volt grade manufactured to Ks 04-194:1988 and Ks 04-187/188 with copper stranded conductors.

The wire armour of the cable shall be used wholly as an earth continuity conductor and the resistance of the wire armour shall have a resistance not more than twice of the largest current carrying conductor of the cable.

P.V.C./S.W.A./P.V.C. cables shall be terminated using "Telecom" "B" type or approved equal or approved equal glands and a P.V.C. tapered sleeve shall be provided to shroud each gland.

2.18 CABLE SUPPORTS, MARKERS AND TILES

All PVC/SWA/PVC cables run inside the building shall be fixed in rising ducts or on ceilings by means of die cast cable hooks or clamps, of appropriate size to suit cables, fixed by studs and back nuts to their channel sections.

Alternatively, fixing shall be by BICC claw type cleating system with die-cast cleats and galvanised mild steel back straps or similar approved equal method. For one or two cables run together the cleats shall be fixed a special channel section supports or backstraps described above which shall in turn be secured to walls or ceilings of ducts by rawbolts.

In excessively damp or corrosive atmospheric conditions special finishes may be required and the Sub-contractor shall apply to the Engineer for further instructions before ordering cleats and channels for such areas.

The above type of hooks and clamps and channels or cleats and blackstraps shall also be used for securing cables in vertical ducts.

Cables supports shall be fixed at 600mm maximum intervals, the supports being supplied and erected under this Sub-contract. Saddles shall not be used for supporting cables nor any other type of fixing other than one of the two methods described above or other system which has received prior approval of the Engineer;

Cables are to be kept clear of all pipe work and the Sub-contractor shall work in close liaison with other services Sub-contractors.

The Sub-Contractor shall include for the provision of fixing of approved type coloured slip on cables end markers to indicate permanently the correct phase and neutral colours on all ends.

Provision shall be made for supplying and fixing approved non-corrosive metal cable markers to be attached to the outside of all PVC/SWA/PVC cables at 15mm intervals indicating cable size and distinction.

Where PVC/SWA/PVC cables are outside the building they shall be laid underground 750mm deep with protecting concrete interlocking cover tiles laid over which shall be provided and laid under this Sub-contract.

All necessary excavations and reinstatement of ground including sanding or trenches will be carried out by the Sub-Contractor, unless otherwise stated.

2.19 PVC INSULATED CABLES

Shall be of non-braided type as CMA reference 6491 x 600/1000/1000-volt grade cables, or equal approved.

PVC cables shall conform to the details of the “Cables and Flexible cords” and “Cable Braid and Insulation Colours” clauses.

2.20 HEAT RESISTING CABLES

Final connections to cookers, water heaters, etc., shall be made using butyl rubber insulated cable as CMA reference 610 butyl (Single core 600/1000 Volt).

This type of cable shall be used in all instances where a temperature exceeding 100°F, but not exceeding 150°F is likely to be experienced. Final connections to all lighting fittings (and other equipment where a temperature in excess of 150°C likely to be experienced) shall be made using silicon rubber insulated cable or equal and approved.

2.21 FLEXIBLE CORDS

Shall be in accordance with the “Cable and Flexible Cords” clause. No cord shall be less than 24/0.2mm in size unless otherwise specified.

Circular white twin TRS flex shall be used for plain pendant fittings up to 100 watts. For all other types of lighting fittings, the flexible cable shall be silicone rubber insulated.

No polythene insulated flexible cable shall be used in any lighting fitting or other appliance (see “Heat Resisting Cables” Clause 30).

2.22 CABLE ENDS AND PHASE COLOURS

All cable ends connected up in switchgear, MCB panels etc, shall have the insulation carefully cut back and the ends sealed with Hellerman rubber slip on cable end markers.

The markers shall be of appropriate phase colour for switch and all other live feeds to the details of the “Cable Insulation Colours” clause. Black cable with black end markers shall only be used for neutral cables.

2.23 CABLE INSULATION COLOURS

Unless otherwise stated in later clauses the insulation colours shall be in accordance with the following table.

Where other systems are installed the cable colours shall be in accordance with the details stated in the appropriate clause.

<u>SYSTEM</u>	<u>INSULATION COLOUR</u>	<u>CABLE END MARKER</u>
1) Main and Sub-Main		
a) Phase	Red	Red
b) Neutral	Black	Black
2) Sub-Circuits Single Phase		
a) Phase	Red	Red
b) Neutral	Black	Black

2.24 SUB-CIRCUIT WIRING

For all lighting and sockets wiring shall be carried out in the “looping in” system and there shall be no joints whatsoever. No lighting circuits shall comprise more than 20 points when protected by 10A MCB. Cables with different cross-section area of copper shall not be used in combination.

Lighting circuits P.V.C. cable.

- (i) 1.5mm² for all lighting circuits indicated on the drawing.

Power circuits P.V.C cable (minimum sizes).

- (ii) 2.5mm² for one, two or three 5Amp sockets wired in parallel.

- (iii) 2.5mm² for one 15Amp socket.

- (iv) 2.5mm² for maximum of ten switched 13 Amp sockets wired from 30 Amp MCB.

The wiring sizes for lighting circuits and sockets are shown on the drawings. In such cases, the sizes shown on the drawings shall prevail over the sizes specified.

Wiring sizes for other appliances shall be shown on the drawing or specified in later clauses of this specification.

2.25 SPACE FACTOR

The maximum number of cables that may be accommodated in a given size of conduit or trunking or duct is not to exceed the number in Tables B.5 and B.6 or as stated in Regulation B.91, B.117 and B.118 of the I.E.E Regulations whichever is appropriate.

2.26 INSULATION

The insulation resistance to earth and between poles of the whole wiring system, fittings and lumps, shall not be less than the requirements of the latest edition of the I.E.E Regulations. Complete tests shall be made on all circuits by the Sub-contractor before the installations are handed over.

A report of all tests shall be furnished by the Sub-Contractor to the Engineer. The Engineer will then check test with his own instruments if necessary.

2.27 LIGHTING SWITCHES

These shall be mounted flush with the walls, shall be contained in steel or alloy boxes with a screw less front plate and shall be of the gangs' ratings and type shown in the drawings. They shall be as manufactured by M.K. Electrical Ltd., or other equal and approved to KS 04 – 247: 1988.

2.28 SOCKETS AND SWITCHED SOCKETS

These shall be flush pattern in steel/pvc box and shall be of the gangs and type specified in the drawings.

They shall be 13- Amp, 3-pin, shuttered, switched with a screwless front plate and as manufactured by "M.K. Electrical Co. Ltd.", or other approved equal to KS 04 – 246: 1987.

2.29 FUSED SPUR BOXES

These shall be flush, D.P switched as in steel/pvc box and of type and make specified in the drawings complete with pilot light and as manufactured by "M. K. Electrical Company Ltd", or other approved equal. KS 04 – 247: 1988

2.30 COOKER OUTLETS

These shall be flush mounted with 13-A switched socket outlet and neon indicator Lamps with a screw less front plate.

The cooker control units shall be as manufactured by "M.K. Electrical Company Ltd", or other approved equal KS 04 – 247: 1988

2.31 CONNECTORS

Shall be specified in the drawings and appropriate rating. These shall be fitted at all conduit box lighting point outlets for jointing of looped P.V.C cables with flexible cables of specified quality.

2.32 LAMPHOLDERS

Shall be of extra heavy H.O skirted and shall be provided for every specified lighting fitting and shall be B.C., E.S., or G.E.S as required. All E.S. and G.E.S. holders shall be heavy brass

type (except for plain pendants where the reinforced bakelite type shall be used). The screwed cap of the E.S and G.E.S. holders shall be connected to the neutral.

Where lampholders are supported by flexible cable, the holders shall have “cord grip” arrangements and in the case of metal shades earthing screws shall be provided on each of the holders.

The Sub-Contractor must order the appropriate type of holder when ordering lighting fittings, to ensure that the correct types of holders are provided irrespective of the type normally supplied by the manufacturers.

2.33 LAMPS

All lamps shall be suitable for normal stated supply voltage and the number and sizes of lamps detailed on the drawings shall be supplied and fixed. The Sub-Contractor must verify the actual supply voltage with the supply authority before ordering the lamps.

Tungsten filament lamps shall be manufactured in accordance with KS 04 – 112:1978 for general service lamps and KS 04 – 307:1985 for lamps other than general services. Tubular fluorescent lamps shall comply with KS 04 – 464:1982

Pearl lamps shall be used in all fittings unless otherwise specified.

2.34 LIGHTING FITTINGS AND STREET LIGHTING LANTERNS

This Sub-Contract shall include for the provision, handling charges, taking the delivery, safe storage, wiring (including internal wiring) assembling and erecting of all lighting fittings shown on the drawings.

All fittings and pendants shall be fixed to the conduit boxes with brass R/H screws. These to be in line with metal finish of fittings. The lighting fittings are detailed for the purpose of establishing a high standard of finish and under no circumstances will substitute fittings be permitted.

In case of rectangular shaped ceiling fittings, the extreme ends of the fittings shall be secured to suitable support in addition to the central conduit box fittings. Supports shall be provided and fixed by the Sub-Contractor.

The whole of the metal work of each lighting fittings shall be effectively bonded to earth. In the case of ball and/or knuckle joints short lengths of flexible cable shall be provided, bonded to the metal work on either side of the joints. If the above provisions are not made by the manufacturers -, the Sub-contractor shall include cost of additional work necessary in his tender. See “Flexible Cords” clause for details of internal wiring of lighting fittings.

Minimum size of internal wiring shall be 20/0.20mm (23/0067). Each lighting fitting shall be provided with number type and size of lamps as detailed on the drawings. It is to be noted that some fittings are suspended as shown on the drawings.

Where two or more points are shown adjacent to each other on the drawings, e.g. socket outlet and telephone outlet, they shall be lined up vertically or horizontally on the centre lines of the units concerned.

Normally, the units shall be lined up on vertical centre lines, but where it is necessary to mount units at low level they shall be lined up horizontally.

2.35 POSITIONS OF POINTS AND SWITCHES

Although the approximate positions of all points are shown on the drawings, enquiry shall be made as to the exact positions of all M.C.B panels, lighting points, socket outlets etc, before work is actually commenced. The Sub-contractor must approach the Architect with regard to the final layout of all lights on the ceiling and walls.

The Sub-contractor must consult with the Engineer in liaison with the Clerk of Works, or the General Foreman on site regarding the positions of all points before fixing any conduit etc. The Sub-Contractor shall be responsible for all alterations made necessary by the non-compliance with the clause.

2.36 STREET/SECURITY OUTDOOR LIGHTING COLUMNS:

The column shall be at a minimum of 225mm in the ground on 75mm thick concrete foundations and the pole up to 150mm shall be surrounded with concrete. The top bracket and plain section of the columns shall be common to and interchangeable with all brackets with maximum mismatching tolerance of 3mm between any pole and bracket. After manufacture and before erection the columns shall be treated with an approved mordant solution which shall be washed off and the whole allowed to dry. Thereafter, the columns shall be painted with one undercoat and two coats of gloss paint to an approved colour. All columns shall be complete with fused cut-outs.

2.37 TIMING CONTROL SWITCH

These shall be installed where shown on the drawings. Photocell timing control circuits which will operate 'on' with a specified level of darkness and 'off' with a given level of light. The initial adjustment will be done with approval of the Electrical Engineer.

2.38 WIRING SYSTEM FOR STREET LIGHTING

Cables shall be as indicated on the drawings, and shall be laid in a cable trench 450mm deep along the road sides and 600mm deep across the roads and 900mm away from the road kerb or 1500mm away from the edges of the road. 'Loop-in' and 'Loop-out' arrangement shall be used at every pole. Wiring to the lanterns on each pole shall be with 1.5mm² PVC twin insulated and sheathed cable with earth wire shall be laid at least 600mm below the finished road level on a compact bed of murram at least 50mm thick and covered with a concrete surrounded 150mm thick.

2.39 METAL CONTROL PILLAR

These shall be metal clad and fabricated as per contract drawings and specification. The Sub-Contractor shall supply, install, test and commission control pillars including supplying, fixing connecting switchgears as detailed on the appropriate drawings.

2.40 CURRENT OPERATED EARTH LEAKAGE CIRCUIT BREAKER

Current operated earth leakage circuit breaker shall conform to B.S.S. 4293:68 rated at 240 volts D.P. 50 cycles A.C. Mains.

The breaker shall be provided with test switch and fitted in weather proof enclosure for surface mounting. The rated load current and earth fault operating current shall be as

specified in the drawings. These shall be as manufactured by Crabtree, Siemens or other equal and approved.

2.41 M.V. SWITCHBOARD AND SWITCHGEAR

The switchboard shall be manufactured in accordance with KS04-226 which co-ordinates the requirements for electrical power switchgear and associated apparatus. It is not intended that this K.S. should cover the requirements for specified apparatus for which separate Kenyan Standard exist. All equipment and material used in the switchboard shall be in accordance with the appropriate Kenya Standard.

The switchboard shall comprise the equipment shown on the drawings together with all current transformers, auxiliary fuses, labels, small wiring and interconnections necessary for the satisfactory operation of the switchboard.

The Switchboard shall be of the flush fronted, enclosed, metal clad type with full front or rear access as called for in the particular specifications, suitable for indoor use, sectionalized as necessary to facilitate transport and erection. The maximum height of the switchboard is to be approximately 2.0 metres. A suitable connection chamber containing all field terminals shall be provided at the top or bottom of the switchboard as appropriate.

Before manufacture, the Sub-Contractor shall submit to the consulting Engineer for approval of detailed drawings showing the layout, construction and connection of the switchboard.

All bus-bars and bus-bar connections shall consist of high conductivity copper and be provided in accordance with KS 04-226: 1985. The bus-bars shall be clearly marked with the appropriate phase and neutral colours which should be red, yellow, blue for the phases and black for neutral. The bus-bars shall be so arranged in the switchboard that the extensions to the left and right may be made in the future with ease should the need arise.

Small wiring, which will be neatly arranged and cleated, shall be executed in accordance with B.S. 158 and the insulation of the wiring shall be coloured according to the phase or neutral connection.

Switches and fuse switches, shall be in strict accordance with KS04-183:1978 Class 2 switches. Means of locking the switch in the "OFF" position shall be provided.

All fuse switches shall comply with KS04-183:1978, PARTS 2 and 3 a fault rating at least equal to the fault rating of the switchboard in which they are installed. Cartridge fuse links to KS 04-183:1978 category A.C. 46, class Q1 and fusing factor not exceeding 1.5 shall be supplied with each fused switch.

Mounting arrangements shall be such that individual complete fuse switches may be disconnected and withdrawn when necessary without extensive dismantling work.

When switches are arranged in their formation all necessary horizontal and vertical barriers shall be provided to ensure segregation from adjacent units. Means of locking the switch in the "OFF" position shall be provided.

2.42 STEEL CONDUITS AND STEEL TRUNKING

Conduits shall be of heavy gauge class "B" welded to Standard specification KS 04-180:1985. In no case will conduit smaller than 20mm diameter be used on the works. Conduits installed within buildings shall be black enamelled finish except where specified otherwise.

Where installed externally or in damp conditions they shall be galvanised. Conduit fittings, accessories or equipment used in conjunction with galvanised conduits shall also be galvanised or otherwise as approved by the service engineer.

Metal trunking shall be fabricated from mild steel of not less than 18 swg. All sections of trunking shall be rigidly fixed together and attached to the framework or fabric or the building at intervals of not less than 1.2m. Joint trunking shall not overhang fixing points by more than 0.5m.

All trunking shall be made electrically continuous by means of 25 x 3mm copper links across each joint and where the trunking is galvanised, the links shall be made by galvanised flat iron strips.

All trunking fittings (i.e. Bends, tees, etc) shall leave the main through completely clear of obstructions and continuously open except through walls and floors at which points suitable fire resisting barriers shall be provided as may be necessary. The inner edge of bends and tees shall be chamfered where cables larger than 35mm² are employed.

Where trunking passes through ceilings and walls the cover shall be solidly fixed to 150mm either side of ceilings and floors and 50mm either side of walls.

Screws and bolts securing covers to trunking or sections of covers together shall be arranged so that damage to cables cannot occur either when fixing covers or when installing cables in the trough.

Where trunking is used to connect switchgear or fuseboards, such connections shall be made by trunking fittings manufactured for this purpose and not by multiple conduit couplings.

Where vertical sections of trunking are used which exceed 4.5m in length, staggered tie off points shall be provided at 4.5m intervals to support the weight of cables.

Unless otherwise stated, all trunking systems shall be painted as for conduit.

Where a wiring system incorporates galvanised conduit and trunking, the trunking shall be deemed to be galvanised unless specified otherwise.

The number of cables to be installed in trunking shall be such as to permit easy drawing in without damage to the cables, and shall in no circumstances be such that a space factor of 45% is exceeded.

Conduit and trunking shall be mechanically and electrically continuous. Conduit shall be tightly screwed between the various lengths so that they butt at the socketed joints. The internal edges of conduit and all fittings shall be smooth, free from burrs and other defects. Oil and any other insulating substance shall be removed from the screw threads; where conduits terminate in fuse-gear, distribution boards, adaptable boxes, non-spouted switchboxes, etc., they shall, unless otherwise stated, be connected thereto by means of smooth bore male brass bushes, compression washers and sockets. All exposed threads and abrasions shall be painted using an oil paint for black enameled tubing and galvanizing paint for galvanised tubing immediately after the conduits are erected. All bends and sets shall be made cold without altering the section of the conduit.

The inner radius of the bend shall not be less than four (4) times the outside diameter of the conduit. Not more than two right angle bends will be permitted without the inter-position

of a draw-in-box. Where straight runs of conduit are installed, draw-in-boxes shall be provided at distances not exceeding 15mm. No tees, elbows, sleeves, either of inspection or solid type, will be permitted.

Conduit shall be swabbed out prior to drawing in cables, and they shall be laid so as to drain of all condensed moisture without injury to end connections.

Conduits and trunking shall be run at least 150mm clear of hot water and steam pipes, and at least 75mm clear of cold water and other services unless otherwise approved by the services engineer.

All boxes shall conform to KS 04 – 668: 1986, to be of malleable iron, and black enamelled or galvanized according to the type of conduit specified. All accessory boxes shall have threaded brass inserts.

Box lids where required shall be heavy gauge metal, secured by means of zinc plated or cadmium plated steel screws.

All adaptable boxes and lids of the same size shall be interchangeable.

Boxes used on surface work are to be tapped or drilled to line up with the conduit fixed in distance type saddles allowing clearance between the conduit and wall without the need for setting the conduit.

Where used in conjunction with mineral insulated copper sheathed cable, galvanized boxes shall be used and painted after erection.

Draw-in boxes in the floors are generally to be avoided but where they are essential they must be grouped in positions approved by the services engineer and covered and by the suitable floor traps, with non-ferrous trays and covers.

The floor trap covers are to be recessed and filled in with a material to match the floor surface.

The Sub-contractor must take full responsibility for the filling in of all covers, but the filling in material will be supplied and the filling carried out by the main building contractor.

Where buried in the ground outside the building the whole of the buried conduit is to be painted with two coats of approved bitumastic composition before covering up.

Where run on the surface, unpainted fittings and joints shall be painted with two coats of oil bound enamel applied to rust and grease free metalwork.

2.43 TESTING ON SITE

The Sub-contractor shall conduct during and at the completion of the installation and, if required, again at the expiration of the maintenance period, tests in accordance with the relevant section of the current edition of the Regulations for the electrical equipment of buildings issued by the I.E.E of Great Britain, the Government Electrical Specification and the Electric Supply Company's By-Laws.

- (a) Tests shall be carried out to prove that all single pole switches are installed in the 'live' conductor.

- (c) Tests shall be carried out to prove that all socket outlets and switched socket outlets are connected to the 'live' conductor in the terminal marked as such, and that each earth pin is effectively bonded to the earth continuity system. Tests shall be carried out to verify the continuity of all conductors of each 'ring' circuit.
- (d) Phase tests shall be carried out on completion of the installation to ensure that correct phase sequence is maintained throughout the installation. Triplicate copies of the results of the above tests shall be provided within 14 days of the witnessed tests and the Sub-contractor will be required to issue to the service engineer the requisite certificate upon completion as required by the regulations referred to above.
- (e) Any faults, defects or omissions or faulty workmanship, incorrectly positioned or installed parts of the installation made apparently by such inspections or tests shall be rectified by the Sub-contractor at his own expense.
- (f) The Sub-contractor shall provide accurate instruments and apparatus and all labour required to carry out the above tests. The instruments and apparatus shall be made available to the services engineer to enable him to carry out such tests as he may require.
- (g) The Sub-contractor shall generally attend on other contractors employed on the project and carry out such electrical tests as may be necessary.
- (h) The Sub-contractor shall test to the services engineer's approval and as specified elsewhere in this specification or in standards and regulations already referred to, all equipment, plant and apparatus forming part of the works and before connecting to any power or other supply and setting to work.
- (i) Where such equipment, etc., forms part of or is connected to a system whether primarily or of an electrical nature or otherwise (e.g. air conditioning system) the Sub-contractor shall attend on and assist in balancing, regulating testing and commissioning, or if primarily an electrical or other system forming part of works, shall balance, regulate, test and commission the system to the service engineer's approval.

APPENDIX TO GENERAL SPECIFICATIONS OF MATERIALS AND WORKS

The electrical sub-contractor shall comply with the following: -

1. Government Electrical Specifications No. 1 and No. 2.
2. All requirements of Kenya Power and Lighting Company Limited, and Communications Authority of Kenya (CAK).

SECTION B
PARTICULAR SPECIFICATIONS
OF
MATERIALS AND WORKS

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1.1	LOCATION OF SITE
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PARTICULAR AND TECHNICAL SPECIFICATIONS OF MATERIALS AND WORKS

FOR ICT WORKS

1. SITE LOCATION

The site of the proposed works is at **BISHOP GARDEN TOWERS– UPPERHILL, NAIROBI**

TELECOMMUNICATIONS DISTRIBUTION SYSTEM – STRUCTURED CABLING

A. PART 1: 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. Access control and CCTV installation
 5. System testing
 6. Documentation and submissions
- 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.
4. 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 μm 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 μm 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:

- 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:

- 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 - 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 Ω 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 μm 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 Ω 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 Ω 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 Ω 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 μm 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 Ω 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 μm to 10 μm 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- μ 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- μ 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 μ 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 22U 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 this 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 MS²) 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 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.

PART A

A. MINIMUM TECHNICAL SPECIFICATIONS FOR LED LAMPS/ LIGHTING FITTINGS

i) LED LIGHT FITTING (i.e. Batten, Panels, Downlight e.tc.)

TECHNICAL SPECIFICATIONS

IEC Compliant

Item	Minimum Specifications	Proposed solution
Brand	State the brand, model and attach Technical Brochure (Mandatory)	
Operating	<ul style="list-style-type: none"> ➤ Backlit LED panel ➤ voltage range: 130-300 V ac ➤ frequency range: 50-60Hz ➤ Power factor ≥ 0.9 lagging ➤ Total Harmonic Distortions (THD) $< 15\%$ ➤ Ambient temperature range -10 to +35 °C ➤ Colour Consistency $\leq 5\text{SDCM}$ 	
Performance	<ul style="list-style-type: none"> ➤ System efficacy $\geq 90\text{lm/W}$ ➤ Lamp colour temperature $\geq 4000\text{K}$ ➤ Colour Rendering Index ≥ 80 ➤ Median useful life $\geq 25000\text{ h}$ 	
Standards Compliance	<ul style="list-style-type: none"> ➤ CB/EMC/CE 	
General	<ul style="list-style-type: none"> ➤ Driver/power unit/transformer - PSU-E ➤ Protection class IEC - Safety class II (II) 	
General	<ul style="list-style-type: none"> ➤ Driver/power unit/transformer - PSU-E ➤ Protection class IEC - Safety class II (II) 	

B. SCHEDULE OF LIGHTING FITTINGS TO BE INSTALLED

	LIGHTING FITTING	DESCRIPTION
		<i>(Lighting Fittings to be complete with all gears and accessories)</i>
1	Type 1 (LED Panel Lights)	600x600mm 33W 3600Lumen, Recessed backlit (panel) LED luminaire of full box welded monolithic seamless steel construction with post coat powder paint finish for layin installation, with acrylic microprism and dispersal diffuser combination and high efficiency LED modules,6000k color temperature and 35000hr lifetime as Cat No.RC132V Philips coreline panel or Approved equivalent.
2	Type 2 (Corridor Lights)	200mm dia, 22W Circular Recessed Ceiling LED Downlight,with protected glass cover 50000Hrs lifetime 2100lm as PHILIPS CORELINE or approved equivalent
3	Type 3 (Batten)	1200mm 40W 3700Lumen 6000K 30,000lamp hours LED IP65 fully polycarbonate weather resistant and corrosion proof surface mounted luminaire with High Frequency Electronic Control Gear and as Philips or approved equivalent
4	Type 4 (Washroom lights)	12W Circular recessed warm white LED Downlight,waterproof IP65 rated Luminaire,840lm, 30000Hrs lifetime as PHILIPS CORELINE or approved equivalent
5	Type 5 (Mirror Lights)	14W T5 warm white LED IP65 rated with darg grey die aluminium housing and white white polycarbonate diffuser mirror light fitting as PHILIPS SMART LED or approved equivalent
6	Type 6 (office Downlights)	10W 50mm dia Circular recessed downlight with color temperature of 3000k and lifetime of 3000hrs as Osram LEDCOMFO V3 or an approved equivalent.
7	Type 7 (Linear Lights)	1200x54x88mm 22W, 2500 Lumen, 6000K RECESSED Linear down type LED luminaire Aesthetically designed fixture with housing made of a high-quality extruded aluminum alloy including die-cast aluminum end cap as Panasonic PLHM01224 or an approved equivalent

Bidders must provide technical brochures to determine technical compliance with these specifications.

PART B
IP CCTV SURVEILLANCE SYSTEM:

(j) GENERAL SPECIFICATIONS FOR THE CAMERAS

The cameras are classified into two main types

a) Fixed cameras –

These cameras have a fixed area of view depending on its angle of view and the focal length of the lens used.

They can be used in indoor and outdoor depending on the requirements. When used out door, the cameras are housed in a weather proof housing of IP66. Those used indoor come with different shapes of housings. The exview housings are used for cameras covering long distances like corridors and the dome housings are used for common areas like lobbies, security desks etc.

b) Pan Tilt and Zoom Cameras

These cameras are only used to support the static cameras. They are useful as they are able to pan 360 degrees, tilt over 90 degrees and zoom into an object for Min 16 times and above.

The cameras shall be indoor type and outdoor type with PoE/ 240V main supply with the appropriate power adaptors, 50Hz field frequency and operating according to the CCIR standard with minimum resolution of 2megapixels.

The camera shall be fixed on sliding rail track on the ceiling slab or walls as directed by the Electrical Engineer with an appropriate bracket.

It shall be possible to control the lens and the pan only head remotely via a remote control box at the control room. The Camera must be able to be controlled by a CCTV keyboard

They shall be linked to the Television Monitors and the Control Equipment through CAT 6 A cables as appropriate and according to the project Engineers instructions.

The mounting height and position of cameras shall be such that the desired coverage shall be achieved as distinctly as possible.

The digital signal processing (DSP) camera shall be aesthetically styled. The DSP chip will enable advanced video processing and manipulation to be carried out in the camera head.

(ii) MINIMUM REQUIREMENTS FOR THE PROPOSED CCTV SYSTEM

a) IP Dome camera (CCTV CAMERA TYPE 1)

Item	Minimum Specifications	Proposed Solution
Brand	State the brand, model and attach Technical Brochure (Mandatory)	
Product type	IP Camera	
	Product Features <ul style="list-style-type: none">• IP 5MP Vandal Proof Dome camera• 1/1.8" CMOS imaging sensor with 120db WDR.• Fixed Lens length of 3.7 mm• IR Viewable Length 30m• Minimum illumination 0.2lux (colour)• Frame rate of 30fps at 5MP• True day and night vision capability (ICR)• IP network capable – IPv4/IPv6• PoE capability• H.265 video compression	

	<ul style="list-style-type: none"> • Tampering detection, Loitering, Face Detection, Audio Detection, Motion detection, Sound Classification, Heat map, People Counting, Queue management, defocus detection, Bi-directional audio I/O communication, Network Disconnect, defog and event triggered alarm processing • Masking • Vandal proof IK-10 rating housing • Weather proof IP66 rating • ONVIF protocol Compliant 	
Memory	<ul style="list-style-type: none"> • Accessible Edge Storage with internal 128GB MicroSD card slot and complete with a 128GB MicroSD card 	
Warranty	Comprehensive Manufacturer's Warranty (<i>Attach Manufacturer's Warranty Statement</i>) Minimum 3 Years	

b) IP Bullet camera (CCTV CAMERA TYPE 2)

Item	Minimum Specifications	Proposed Solution
Brand	State the brand, model and attach Technical Brochure (Mandatory)	
Product type	IP Camera	
	Product Features <ul style="list-style-type: none"> • 5 Mega Pixel Full HD Indoor IP Bullet Camera with Infrared • Built in Infrared 30 meters minimum • imaging sensor with Wide Dynamic Range • 2.8 - 12mm motorized Lens • Minimum illumination 0.01lux (colour) • IP network capable • PoE capability • H.265,H.264,MJPEG video compression • Accessible edge storage with internal MicroSD card slot 	

	<ul style="list-style-type: none"> • True day and night vision capability • I/O - 1 Alarm in / 1 Alarm out • 1 Way Audio • Tampering detection, Face detection, Audio Detection, Motion detection & Privacy Masking and event triggered alarm processing • Vandal proof IK-10 rating housing • Weather proof IP66 rating • ONVIF protocol Compliant 	
Memory	<ul style="list-style-type: none"> • Accessible Edge Storage with internal 128GB MicroSD card slot and complete with a 128GB MicroSD card 	
Warranty	Comprehensive Manufacturer's Warranty (<i>Attach Manufacturer's Warranty Statement</i>) Minimum 3 Years	

c) **MOUNTING BRACKETS**

The Brackets shall:

Be suitable for wall or ceiling mounting of a single camera.

Be at least 5.5"length

Have an auto lock facility.

d) **CAMERA HOUSING**

The camera housing shall:

Be IP66 rated with integral cable management.

Be Weatherproof and constructed from aluminum with epoxy coating.

e) **COLOR VIDEO MONITORS**

Item	Minimum Specifications	Proposed Solution
Brand	State the brand, model and attach Technical Brochure (Mandatory)	
Product type	Display Screen	
	Product Features <ul style="list-style-type: none"> • Provide high levels of picture quality 10MHz bars visible at low brightness. • Reliably stable synchronization • Low sensitivity and high stability • LED; 50,000hours panel life • 32" screen size • Resolution: 1,920 x 1, 080 • Display Colour: 16.0 million • Brightness:350cd/m2 • Contrast Ratio :5,000:1 • Interface:VGA, DVI, HDMI, RGB, Audio, Video 	
Power	<ul style="list-style-type: none"> • Not more than 80w consumption 	
Warranty	Comprehensive Manufacturer's Warranty (<i>Attach Manufacturer's Warranty Statement</i>) Minimum 3 Years	

f) **CABLING**

Item	Minimum Specifications	Proposed Solution
Brand	State the brand, model and attach Technical Brochure (Mandatory)	
Product type	Cables	
	Product Features <ul style="list-style-type: none"> • Solid copper, 24 AWG, 100 Ω balanced twisted-pair (UTP). • Category 6A cables with four individually twisted • performance specifications in ANSI/TIA/EIA-568-B.2 up to 100 MHz 	

Installation	<ul style="list-style-type: none"> • Cables shall be kept at a minimum distance of 150mm from items liable to become hot or cold. • Bending radii shall be not less than eight times the overall cable diameter. • cables must pass through conduits or trunking • All cables and connectors shall be labelled • Cables shall have no joints 	
Warranty	Comprehensive Manufacturer's Warranty (<i>Attach Manufacturer's Warranty Statement</i>) Minimum 3 Years	

g) NETWORK VIDEO RECORDER

The network video recorder shall have the following minimum requirements:

Item	Minimum Specifications	Proposed Solution
Brand	State the brand, model and attach Technical Brochure (Mandatory)	
Product type	Network Video Recorder	
	Product Features <ul style="list-style-type: none"> • 32 Channels • Throughput of at least 200Mbps • Gigabit Ethernet connection • Multi-screen Display: Full/4/9/16 way or as appropriate. • 10 Hot swap HDDs each of 4TB minimum capacity • external storage support capability • VGA/HDMI local monitor • Redundant hot swap power supply • Network management/viewer software 	

	<ul style="list-style-type: none"> • In built intelligent video analysis • H.265, MPEG, MJPEG Compression • ONVIF compatibility • Web viewer supported • PoE enabled • Smart Video Search Feature for streamlined Investigations • Recording resolution of 5MP • IP address filtering, user access log, authentication and encryption • Auto Launch of Video on specified Alarms/Events • LED status indicator • CE, UL certification 	
Warranty	Comprehensive Manufacturer's Warranty (<i>Attach Manufacturer's Warranty Statement</i>) Minimum 3 Years	

h) CCTV MANAGEMENT SOFTWARE

CCTV management software with the following minimum specifications: -

Item	Minimum Specifications	Proposed Solution
Brand	State the brand, model and attach Technical Brochure (Mandatory)	
Product type	Network Video Recorder	
	Product Features <ul style="list-style-type: none"> • Event Recording Scheme • Operate Motion-Detector-Recording • NTSC-PAL video recording. • Be capable of recording real time images at full resolution and frames rate. • Features for connection for alarm system Automatic Recycling • Users' passwords. • Input, Output, Audio Alert Facilities 	

	<ul style="list-style-type: none"> • Remote Viewing Facilities, TCP/IP, INTERNET, ISDN, modem • Capability of streaming into the client's existing LAN / WAN infrastructure • Ability to quickly search through thousands of hours of recorded video information • Event-triggered video recording to reduce storage requirements • Masks out disturbing areas, or areas of no interest, within the specified region • Identifies & immediately alerts user to potential security breaches • Features should be able to be used at very low frame rates • Easy calibration for specific applications • Color-matching matches user-specified colour to the video image • Functions in outside environments with changing light conditions: • Auto-learning of background feature • Object saliency and object Consistency mechanisms to filter out phantom objects • "Out of Focus" condition is user-calibrated by level of focus • Automatic self-test of camera validity • Motion Trajectory Analyzer provides advanced analysis of the motion of objects • Seamless integration into Enterprise security knowledge management solution. • Analysis of stationary objects 	
Warranty	Comprehensive Manufacturer's Warranty	

PART C
ACCESS CONTROL SYSTEM

A. BIOMETRIC CARD READER

Category	Feature	Specification	Bidder's solution
Main	Biometric	Fingerprint	
	IP Rating	IP65	
	RF Option*	<ul style="list-style-type: none"> ➤ BS2-OMPW: 13.56Mhz MIFARE, MIFARE Plus, DESFire/EV1, FeliCa, NFC ➤ BS2-OIPW: 13.56MHz iCLASS SE/SR/Seos ➤ BS2-OHPW: 125kHz HID Prox ➤ BS2-OEPW: 125kHz EM 	
Capacity	Max. User (1:1)	500,000	
	Max. User (1:N)	20,000	
	Max. Template (1:1)	1,000,000 (Two templates per finger)	
	Max. Template (1:N)	40,000 (Two templates per finger)	
	Max. Text Log	3,000,000	
Interface	Wi-Fi	Yes	
	TCP/IP	Yes	
	RS-485	1ch Host or Slave (Selectable)	
	Wiegand	1ch Input, 1ch Output	
	TTL Input	2ch Inputs, 2chOutputs	
	Relay	1 Relay	
	USB	USB 2.0 (Host)	
Relay	Voltage	Max. 24VDC	
	Current	0.5A, Max. 1.A	
Hardware	CPU	1.0 GHz	
	Memory	8GB Flash + 256 MB RAM	
	LCD	2.8" QVGA Color LCD	
	LED	Multi-Color	
	Sound	16-bit Hi-Fi	
	Operating Temp.	-20°C ~ 50°C	
	Tamper	Yes	
	Power	9V ~ 18V	
	PoE	Optional	
	Certificates	CE, FCC, KC, RoHS, REACH, WEEE	

B. MAGNETIC LOCK

TECHNICAL SPECIFICATIONS		Proposed Solution
Compliant Standards: ANSI/BHMA A156.23 Grade 1 compliant		
Item	Minimum Specifications	
Brand	State the brand, model and attach Technical Brochure (Mandatory)	
Key Features	<ul style="list-style-type: none"> ➤ Electromagnetic Narrow Line (projects only 2-11/16 into the opening) ➤ EMLock, 1200 lbs/500lbs holding force ➤ failsafe access contro ➤ , 12/24VDC, input, 300mA/540mA ➤ Clear anodized aluminum, wire chamber and integrated PC board with wiring terminal block ➤ Magnetic bond sensor ➤ Door status sensor ➤ LED Status indicator 	

C. PUSH TO EXIT BUTTON

TECHNICAL SPECIFICATIONS		Proposed Solution
Compliant Standards: NFPA Compliant		
Item	Minimum Specifications	
Brand	State the brand, model and attach Technical Brochure (Mandatory)	
Key Features	<ul style="list-style-type: none"> ➤ illuminated switch button ➤ high impact resistant material ➤ Integrated electronic timer, adj. 1-60 sec, 12/24VDC, DPDT 2Amp contact ➤ Wire Leads 6", 20 Gauge ➤ Stainless Steel – Standard ➤ 1 Green LED ➤ narrow frame mount exit switch 	

D. PROXIMITY CARDS

TECHNICAL SPECIFICATIONS		Proposed Solution
Compliant Standards: ISO/IEC 15693		
Item	Minimum Specifications	
Brand	State the brand, model and attach Technical Brochure (Mandatory)	
Key Features	<ul style="list-style-type: none"> • 13.56 MHz read/write contactless smart card technology provides high-speed, reliable communications with high data integrity. • Constructed with ABS shell and PVC cover label, offering durable packaging. • Available in 2k bit (256 Byte), two application area configurations only. 	

	<ul style="list-style-type: none"> iCLASS technology ensures high security with mutual authentication, encrypted data transfer, and 64-bit diversified keys for read/write capabilities. Meets ISO 15693 standard for contactless communications. A PVC Overlay allows for on-site Photo ID production using most direct image printers. triple DES encryption. 	
Data Retention	<ul style="list-style-type: none"> 10 years 	
Write Endurance	<ul style="list-style-type: none"> Min. 100,000 cycles 	
Memory Type	<ul style="list-style-type: none"> EEPROM, read/write 	
Baud Rate	<ul style="list-style-type: none"> 26 Kbps 	
Transaction Time	<ul style="list-style-type: none"> <100ms typical 	
Operating Humidity	<ul style="list-style-type: none"> 5-95% non-condensing 	
Operating Temperature	<ul style="list-style-type: none"> -40° to 160° F (-40° to 70° C) 	
Card Construction	<ul style="list-style-type: none"> ABS Shell with PVC Cover Label. 	
Weight	<ul style="list-style-type: none"> 0.24 oz (6.8 g) 	
Typical Maximum Read Range	<ul style="list-style-type: none"> R10: 1.5-2.5" (3.8-6.3 cm) R30/RW300: 1.5-3.0" (3.8-7.6 cm) R40/RW400: 2.5-4.5" (5.1-10.2 cm) RK40/RWK400: 3.0-4.0" (6.3-8.9 cm) 	
Warranty	Comprehensive Manufacturer's Warranty (Attach Manufacturer's Warranty Statement)	

E. OVERRIDE KEY SWITCH

TECHNICAL SPECIFICATIONS		Proposed Solution
Item	Minimum Specifications	
Brand	State the brand, model and attach Technical Brochure (Mandatory)	
Key Features	<ul style="list-style-type: none"> Tamper Resistant, Recessed Cylinder Tamper Resistant Spanner Screws Heavy Duty All Steel Assembly Stainless Steel Faceplates of 0.25" Thickness of Aluminum Large Actuator for Positive and Consistent Activation 6 Amp @ 30 VDC Resistive 7", 22 Gauge Wire Leads Compatible with 1.0" or 1.375" Mortise Cylinder (included) 	

	<ul style="list-style-type: none"> • Anti-Tamper Sensor, SPDT • Turning the key left or right actuates and latches the contact. Contact position is maintained until the key is inserted and turned again. 	
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F. EMERGENCY EXIT DEVICE

TECHNICAL SPECIFICATIONS		
Compliant Standards: CE marked to BS EN 1125		
Item	Minimum Specifications	Proposed Solution
Brand	State the brand, model and attach Technical Brochure (Mandatory)	
Key Features	<ul style="list-style-type: none"> • Suitable for push face of outward opening doors • 3 point locking comprising • Single point central deadlatch (active leaf • 2 point upper and lower pullman latches (inactive leaf) • Non-handed for maximum flexibility • Max. door leaf width : 900mm or 1200mm • Anti-thrust steel deadlatch • Adjustable steel strike • Rods with integral cover • Complete with signage and fixing instructions • Supplied complete with adjustable flat, corner and floor strikes to suit various door frame overlap sizes • push bar and rods can be cut down to size • Suitable for timber and metal application • Silver finish • Signage as required by BS EN 1125 annex A19, colored green & white as detailed in BS5499 	
Warranty	Comprehensive Manufacturer's Warranty (Attach Manufacturer's Warranty Statement)	

Manufacturer's Brochures MUST be provided for all the above items.

PART D STRUCTURED CABLING

1. NETWORK CABINETS

Item	Minimum Specifications	Proposed Solution
Brand	State the brand, model and attach Technical Brochure (Mandatory)	
Product type	Ventilated rack with fans where applicable	
Construction	<ul style="list-style-type: none"> Detachable composite structure 800x1000mm Material: SPCC quality cold rolled steel Thickness: Square hole strips 2.0mm, others 1.2mm 	
Power	<ul style="list-style-type: none"> Pre-wired 240V AC conditioned grounded power circuit Supplied with Earth Bond Kit and Cage nuts 	
Warranty	Comprehensive Manufacturer's Warranty (<i>Attach Manufacturer's Warranty Statement</i>) Minimum 3 Years	

2. CABLES – HORIZONTAL CABLING AND PATCH CORD

Item	Minimum specifications	Proposed Solution
Brand	State the brand, model and attach Technical Brochure (Mandatory)	
Construction	<ul style="list-style-type: none"> CAT 6A STP Solid (non-tinned) copper Centre Isolation Member 	
Jacket	8.5mm with Sequential meter markings	
Industry Compliance	<ul style="list-style-type: none"> ISO/IEC 11801 Ed. 2.2 (Class EA) ISO/IEC 61156-5 (Category 6A) TIA-568-C.2 (Category 6A) LSOH: ISO/IEC 60332, IEC 60754, IEC 61034 EN50399 Class Eca 	
Warranty	End-to-End Manufacturer's Warranty on Cabling System (<i>Attach Manufacturer's Warranty Statement</i>) Minimum 15 Years Warranty	

3. CAT 6A STP PATCH PANELS

Item	Minimum specifications	Proposed Solution
Brand	State the brand, model and attach Technical Brochure (Mandatory)	
Industry Compliance	STANDARDS COMPLIANCE <ul style="list-style-type: none"> • ANSI/TIA-568-C.2 • ISO/IEC 11801 Ed 2.2 • ETL Tested • IEC 60603-7 • IEC 60603-7-51 • IEEE 802.3an • IEEE 802.3af (PoE) • IEEE 802.3at (PoE+) • ANSI/TIA-1096-A 	
Warranty	End-to-End Manufacturer's Warranty on Cabling System (<i>Attach Manufacturer's Warranty Statement</i>) Minimum 15Years	

4. FACEPLATES

Item	Minimum Specifications	Proposed Solution
Brand	State the brand, model and attach Technical Brochure (Mandatory)	
Construction	Complete with single MAX RJ45 Modules <ul style="list-style-type: none"> • Single gang faceplates for each designated work area point. • UV resistant, high impact plastic 	
Wiring	T568A and T568B	
Face Plate Characteristics	<ul style="list-style-type: none"> • Single • Label Covers- Faceplates include pressure-release designation label covers for quick, tool-less removal • With icon/label provision 	
	<ul style="list-style-type: none"> • With doors/shutters • British Standard (85mm x 85mm) • White 	
Module Characteristics	<ul style="list-style-type: none"> • 1000/100/10Gbs • Backward compatible 	
Standards	<ul style="list-style-type: none"> • ISO/IEC 11801: 2002 2nd Edition (Category 6) • ANSI/TIA/IEC 754 and IEC 1034 	

	<ul style="list-style-type: none"> • IEC 61156-5 1st Edition • LSOH :IEC 754 and IEC 1034 • UL CMX • UL CMP and CSA FT6 	
Warranty	End-to-End Manufacturer's Warranty on Cabling System (<i>Attach Manufacturer's Warranty Statement</i>) Minimum 15 Years	

5. FIBRE

i) BACKBONE MULTIMODE FIBRE OPTIC CABLE

Item	Minimum Specifications	Proposed Solution
Brand	State the brand, model and attach Technical Brochure (Mandatory)	
Construction	Steel Tape armoured with Glass Yarn	
Armour	Corrugated Steel Tape Armour	
Cable characteristics	<ul style="list-style-type: none"> • Support for 10GBASE-T • Low Density Polyethylene Sheath • Gel Filled Loose Buffer Tube • Level 1 Rodent Protection • Crash(N) at least 2500 • Torsion (Turns/M) not more than 5 • Multimode 	
Industry Compliance	<ul style="list-style-type: none"> • RoHS compliant • ISO/IEC 11801:2002 OM3 • ANSI/TIA/EIA-568-B.3 • ANSI/TIA/EIA-568-B.3-1 • ANSI/TIA-598-C • Telcordia GR-409-CORE • LSOH: IEC 60332-1, IEC 61034, IEC 60754 • OFNR: Communications Type OFNR(UL) and FT4 c(UL) • TIA-492AAAC laser bandwidth DMD specification • IEC 60793-2-49 and TIA/EIA 455-220 DMD measurement test procedure 	
Warranty	End-to-End Manufacturer's Warranty on Cabling System(<i>Attach Manufacturer's</i>	

	<i>Warranty Statement)</i> Minimum 15 Years	
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ii) BACKBONE DISTRIBUTION FIBRE PATCH CORDS

Item	Minimum Specifications	Proposed Solution
Brand	State the brand, model and attach Technical Brochure (Mandatory)	
Construction	Precision cable assembly	
Features	<ul style="list-style-type: none"> • Easy Identification- Connectors color coded per ANSI/TIA/EIA-568-B.3 • Dust Caps- Dust caps included to protect polished ferrule from dirt and damage • Polarity Connection- LC Duplexing clip for polarity correction 	
Industry Compliance	<ul style="list-style-type: none"> • IEEE802.3ae standard • TIA/EIA and ISO/IEC requirements for aging, exposure to humidity, temperature extremes, impact, vibration, coupling strength, and cable resistance to stress and strain. • EMC/EMI Specifications 	
Warranty	End-to-End Manufacturer's Warranty on Cabling System (<i>Attach Manufacturer's Warranty Statement</i>) Minimum 15 Years	

6. ACTIVE DEVICES

(i) ACTIVE CONTROL EQUIPMENTS AT THE NETWORK CORE (CORE SWITCH)

The active control equipment at the core should have the following features:

Item	Minimum Specifications	Proposed Solution
Brand	State the brand, model and attach Technical Brochure (Mandatory)	
Product type	Core Switch	
	Product Features <ul style="list-style-type: none"> • 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 	

Storage	<ul style="list-style-type: none"> • 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) • 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) 	
Warranty	Comprehensive Manufacturer's Warranty (<i>Attach Manufacturer's Warranty Statement</i>) Minimum 3 Years	

(ii) ACTIVE CONTROL EQUIPMENTS AT THE LAN EDGE

Active control equipment at the LAN Edge should have the following features:

Item	Minimum Specifications	Proposed Solution
Brand	State the brand, model and attach Technical Brochure (Mandatory)	
Product type	Data floor Switch	
	Product Features <ul style="list-style-type: none"> • Switching capacity of at least 56Gbps • Stacking bandwidth of at least 80Gbps • Atleast 16,000 MAC Addresses • Atleast 512 Total Switched Virtual Interfaces (SVIs) • Full Power over Ethernet Plus (PoE+) capability • Modular uplinks of 4x 1G fixed uplinks or more • 48 Ethernet 10/100/1000 Full PoE ports, • 4 - SFP transceiver-based Gigabit multimode Fiber ports • 1 Management port • 1 console port 	
Memory	<ul style="list-style-type: none"> • Atleast 2GB DRAM • Atleast 4GB flash 	
Warranty	Comprehensive Manufacturer's Warranty (<i>Attach Manufacturer's Warranty Statement</i>) Minimum 3 Years	

(iii) WIRELESS ACCESS POINT

The wireless access point shall have the following features:

Item	Minimum Specifications	Proposed Solution
Brand	State the brand, model and attach Technical Brochure (Mandatory)	
Product type	Wireless Access Point	
	<p>Product Features</p> <p>Access Points should be at least MIMO 4x4 Wave2</p> <p>At least 2 frequency bands (2.4Ghz and 5Ghz)</p> <p>It should support PoE+</p> <p>Wifi standards 802.11 a/b/g/n/ac should be supported.</p> <p>Radios should support auto channel and power selection based on surrounding wifi conditions</p> <p>Access Points should have the ability to load balance users between APs in the same area.</p> <p>The proposed solution should support WPA/WPA2/TKIP/AES security</p> <p>The proposed solution should support Authentication methods that include 802.1x, Mac-based and Captive Portal</p> <p>The Access Points should support radius authentication of wireless users</p> <ul style="list-style-type: none">• The Access Points should support hidden SSIDs• The Access Points should have built-in Wi-Fi Protected Setup (WPS) and Wireless Distribution System (WDS) to provide protection against wireless DoS attacks.	
Warranty	Comprehensive Manufacturer's Warranty (<i>Attach Manufacturer's Warranty Statement</i>) Minimum 3 Years	

(iv) RACKMOUNT UPS

Item	Minimum Specifications	Proposed solution
Brand	State the brand, model and attach Technical Brochure (Mandatory)	
Features	<p>Rack Mounted</p> <p>Output</p> <ul style="list-style-type: none">• Max Configurable Power (3.0KVA)• Nominal Output Voltage: 240V• Output Voltage Distortion: Less than 5%• Output Frequency (sync to mains): 50 Hz• Line Interactive• Waveform Type: Sine wave <p>Input</p> <ul style="list-style-type: none">• 320 C13 (Battery Backup)• Nominal Input Voltage: 240V• Input Frequency: 50/60 Hz +/- 3 Hz (auto sensing)• Input Connections: IEC-320 C20• Input voltage range for main operations 180 - 287 V <p>Batteries & Runtime</p> <ul style="list-style-type: none">• Battery Type: Maintenance-free sealed Lead-Acid battery with suspended electrolyte : leakproof• Runtime > 5mins• Typical recharge time: 3 hour(s)• Replacement Battery: YES• RBC Quantity: 1 <p>Surge Protection and Filtering</p> <ul style="list-style-type: none">• Surge energy rating: 300 Joules• Filtering: Full time multi-pole noise filtering : 0.3% IEEE surge let-through : zero clamping• response time : meets UL 1449	
Support	Locally Available Technical Support Services(<i>Manufacturer's Letter of Authorization Mandatory</i>)	
Warranty	Manufacturer's Limited Lifetime Warranty Minimum 2 years- repair or replace	

7. 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.

8. FIELD QUALITY CONTROL

Installation personnel shall meet manufacturer's training and education requirements for implementation of extended warranty program.

9. LABELING

Use 6d if the type of termination block permits labels. Otherwise use 6e.

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:

Label each outlet with permanent self-adhesive label with minimum 3/16 in. high characters. 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.

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.

Use color-coded labels for each termination field that conforms to ANSI/TIA/EIA-606(A) standard color codes for termination blocks.

Mount termination blocks on color-coded backboards.

Labels shall be machine-printed. Hand-lettered labels shall not be acceptable.

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.

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.

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 magnetic media form 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.

10. TESTING

Testing shall conform to ANSI/TIA/EIA-568-B.1 standard. Testing shall be accomplished using level II 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.

Perform testing of copper cables with tester meeting ANSI/TIA/EIA-568-B.1 requirements.

If copper backbone cable contains more than one (1) percent bad pairs, remove and replace entire cable.

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

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.

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.

Testing procedures shall utilize “Method B” – One jumper reference.

Bi-directional testing of optical fibers is required.

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.

Submit printout for each cable tested.

Submit 3.5 in. disks with test results and program to view results.

Where any portion of system does not meet the specifications, correct deviation and repeat applicable testing at no additional cost.

11. 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 E AUDIO VISUAL SYSTEM

a) Mixer Amplifier

Item	Minimum Specifications	Proposed Solution
Brand	State the brand, model and attach Technical Brochure (Mandatory)	
Key Features	<ul style="list-style-type: none"> ❖ Full digital technology Mixer Amplifier RMS ❖ 100 V - 70 V and 4 Ohm outputs ❖ 2 universal inputs with phantom facility on screw terminal connections ❖ XLR connector on input 1 ❖ RJ45 connectors on input 2 for connection to BM3001 microphone ❖ Configurable Priority settings, VOX facility on input 1 ❖ Selectable aux inputs with two keys on the front panel for music source ❖ Aux inputs with volume and tone controls ❖ Music On Hold and PRE outputs ❖ Digital Chime and Siren built-in generator ❖ 	
Frequency Response	❖ 0 Hz - 18 kHz (± 3 dB)	
Distortion	❖ < 0.3%	
Signal / Noise	<ul style="list-style-type: none"> ❖ Channels 1 - 2: 60 dB ❖ Aux input: 80 dB 	
High Pass Filter	❖ 150 Hz	
Outputs		
Loudspeaker	❖ Low impedance: 4 Ohms	
Protections	❖ 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	<ul style="list-style-type: none"> • woofer with coaxial tweeter • Low impedance 	
Acoustical specifications		
Frequency Response (-10dB):	❖ 60 Hz ÷ 20000 Hz	
System Sensitivity	❖ 93 dB	

Power section		
Nominal Impedance (ohm):	❖ 8 ohm	

c) SMART INTERACTIVE DISPLAY SCREEN

Item	Minimum Specifications	Proposed Solution
Brand	State the brand, model and attach Technical Brochure (Mandatory)	
Product type	Smart Display screen	
	<ul style="list-style-type: none"> Narrow bezel, more natural touch feeling, 2 handles 65' inch Size Effective display area 1897.04(H)*1068(V)mm Contrast ratio : 1200:1 Aspect ratio: 16:9 Brightness: 350cd/m² Backlight: DLED Viewing angle: 178°(V)/178°(H) Refresh rate: 60 Hz Resolution: 3840 (H) X 2160(V) Response time ≤ 8 ms Glass : Fully heat-tempered anti-glare glass that resists smudges and fingerprint Glass thickness : 4 mm Built-in Android experience: 	

CPU/GPU CA73*2+ CA53*2

- **Version :** Android 8.0
- **CPU processor:** Quad-Core
- **RAM+ ROM :** 2GB + 16GB respectively
- **Compatible video format:** MKV, MPE4, AVI, FLV, WMV, ASF
- **Front button:** TV power, Confirm, Back, Menu, V-/+, Channel-/+, PC power
- **Front port:** HDMI*1, Touch USB*1, USB3.0*3
- **Back port:** RJ45*1, USB*2, TOUCH USB*1, HDMI*2, VGA IN*1, VGA AUDIO IN*1, EARPHONE*1, RS232*1, SPDIF*1, YPbPr IN*1, AV IN*1, AV OUT*1, RF*1
- **Speaker:** 2×15 W (forward)
- **Bluetooth:** Built-in
- **WiFi:** Built-in
- **Interactive experience Touch technology:** Multiple Infrared Scanning technology
- **Touch point:** 20 Points
- **Minimum object size** 2mm
- **Touch screen sensor mode:** Finger, writing pen or other non-transparent touch sensitive medium
- **Anti-Interference:** 80000 Lux
- **Support system:**Android/Win10
- **Remote control:** Yes
- **Storage and operating requirements:**

	<div>Power supply 220V~50/60Hz</div> <ul style="list-style-type: none">• Power consumption: ≤400W• Standby consumption: ≤0.5W• Lifetime: More than 60000 hours	
Warranty	Comprehensive Manufacturer's Warranty (<i>Attach Manufacturer's Warranty Statement</i>) Minimum 3 Years	

(A) COMPLIANCE TO TECHNICAL SPECIFICATIONS FOR ICT WORKS

Bidders must provide Technical Brochures to assess their technical compliance with these specifications and Mark clearly the items they propose to supply from the attached Brochures.

ITEM	Description	COMPLIANCE	
		√	x
1	Wireless Access Point		
2	Smart Interactive Board		
3	Network Switch; <ul style="list-style-type: none">• Edge switch		
4	Access Control System; <ul style="list-style-type: none">• Door controller• Magnetic lock• Proximity Cards• Exit Button• Door readers		
5	Data Cables		
6	Network Video Recorder		
7	Data Cabinet		
8	Mixer Amplifier		
9	Ceiling Speakers		
10	Client Work Station		
	RESPONSIVENESS		

(B) COMPLIANCE TO TECHNICAL SPECIFICATIONS FOR ELECTRICAL WORKS

Bidders must provide Technical Brochures to assess their technical compliance with these specifications and Mark clearly the items they propose to supply from the attached Brochures.

ITEM	Description	COMPLIANCE	
		√	x
1	<u>LIGHT FITTINGS</u> <ul style="list-style-type: none"> i. LED Type ii. Backlit iii. Power Factor: ≥ 0.9 iv. Efficiency: 90Lm/Watt v. Operating Frequency Range: 50 – 60Hz vi. Operating Voltage Range: 220 – 240Vac vii. Correlated Colour Temperature (CCT): $\geq 6500K$ 		
2	<u>SWITCHES/ SOCKETS</u> <ul style="list-style-type: none"> i) White in colour ii) Screwless Front Plate 		
3	<u>FIRE ALARM PANEL</u> <ul style="list-style-type: none"> i) One Loop ii) Addressable iii) With 72 Hour Standby Battery 		
4	<u>SMOKE DETECTOR</u> <ul style="list-style-type: none"> • Addressable • Photoelectric 		
5	<u>MANUAL CALL POINT</u> <ul style="list-style-type: none"> • Addressable • Resettable 		
6	<u>CABLES (Fire and Power)</u> <ul style="list-style-type: none"> • Must have been in use in the county for atleast 10years (provide proof) • Provide test certificates from KEBS for the cables 		
7	<u>UPS</u> <ul style="list-style-type: none"> i) 3 KVA Rack Mount ii) Max Configurable Power (Watts) of 3Kva iii) 1No Available SmartSlot™ Interface iv) 45.0 dBA Audible noise at 1 meter from surface of unit 		
4	<u>Metallic trunking</u> <ul style="list-style-type: none"> i) Powder Coated ii) 200x50mm , two compartment iii) White in color iv) 18 SWG 		
	RESPONSIVENESS		

SECTION C

SCHEDULE OF CONTRACT DRAWINGS

SCHEDULE OF CONTRACT DRAWINGS

DRAWING NO.	DRAWING TITLE
As shall be issued by the Engineer	

NOTE:

Tenderers are advised to inspect the electrical drawings at the office of the **Chief Engineer (Electrical) – State Department for Public Works**, at Chief Engineer's (Electrical) Office, Hill Plaza Building, Community area, Nairobi along Ngong road, during normal working hours.

SECTION D

TECHNICAL SCHEDULE

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. This schedule shall form part of the technical evaluation criterion, and tenderers are therefore advised to complete the schedule as they shall be considered non-responsive.

TECHNICAL SCHEDULE OF ITEMS TO BE SUPPLIED
(Must be completed by the Tenderer)

ITEM	DESCRIPTION	TYPE/MAKE	MODEL	COUNTRY OF ORIGIN
1	Data Switches			
2	CAT 6A Cables			
3	Wireless Access Points			
4	Faceplate			
5	Fibre Optic Cable			
6	Mixer Amplifier			
7	Ceiling Speaker			
8	Access Control System			
9	Light Fittings			
10	Switches/sockets			
11	Power Cables			
12	UPS			
13	Metallic Trunking			
14	Distribution Board			
15	Fire Alarm system			
16	CircuitBreakers (MCBs/MCCBs)			

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 authorized variations to the contract works.
4. Where trade names or manufacturer's catalogue numbers are mentioned in the specification, the reference is intended as a guide to the type of article or quality of material required. Alternative brands of **equal** and **approved** quality will be accepted.
5. The prices quoted shall be deemed to include for all obligations under the sub-contract including but not limited to supply of materials, labour, delivery to site, storage on site, installation, testing, commissioning and all taxes (including **V.A.T** and **all taxes applicable at the time of tender**).

SCHEDULE OF UNIT RATES

(To be completed by the Tenderer)

ITEM	DESCRIPTION	QTY/UNIT	RATE(KSHS)
1.	125A MCCB	1No.	
2.	16 CH NVR	1No.	
3.	LED Flood lights: a) 30 Watts b) 200 Watts	1No. 1No.	
4.	PVC/SWA/PVC Copper cable: a) 6.0mm sq. 2 core b) 16.0 mm sq 4core	1M 1M	
5.	Distribution Boards/Consumer unit as Merlin Gerin or an approved equivalent: a) 8 Way TPN Distribution Board b) 12way Consumer unit c) 4-way consumer unit d) 6way consumer unit	1No. 1No. 1No. 1No.	
6.	Network Switches Port Switch Rack Mountable with PoE and as described in the particular specifications a) 24 Port Cisco as Cisco Catalyst	1No.	
7.	Cat 7A UTP 8-Pair indoor cable	1No.	
8.	Network Cabinets a) 19U Data Cabinet b) 22U Data Cabinet	1No. 1No.	

SECTION F
BILLS OF QUANTITIES

BILLS OF QUANTITIES

SPECIAL NOTES FOR BILLS OF QUANTITIES

1. The Bills of Quantities form part of the contract documents and are to be read in conjunction with the contract drawings and general specifications of materials and works.
2. The prices quoted shall be deemed to include for all obligations under the sub-contract including but not limited to supply of materials, labour, delivery to site, storage on site, installation, testing, commissioning and all taxes (including **V.A.T and all taxes applicable at the time of tender**).
- 3 All prices omitted from any item, section or part of the Bills of Quantities shall be deemed to have been included to another item, section or part.
4. The brief 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 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 **Form of Tender**.
6. Tenderers must enclose, together with their submitted tenders, **detailed manufacturer's Brochures** detailing Technical Literature and specifications on the items they intend to offer.

This shall be used in the tender evaluation to determine the first line aesthetics and quality of fittings offered.

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:

**PROPOSED PARTITIONING OF SECOND FLOOR FOR KENYA INSTITUTE FOR PUBLIC POLICY
RESEARCH AND ANALYSIS (KIPPRA) AT BISHOP GARDEN TOWERS . ELECTRICAL WORKS BILL
OF QUANTITIES**

BILL NO.1: ELECTRICAL INSTALLATION

ITEM	DESCRIPTION	UNIT	QTY	RATE KSHS	KSHS
	LIGHTING AND POWER INSTALLATION.				
1.0	<u>LIGHTING INSTALLATION</u>				
1.1	Carefully remove the existing electrical fittings and hand over to the client or cart away as directed by the Client.	Lot	1		
1.2	Supply and install lighting points using 3 x 1.5mm ² 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	42		
1.3	As Item 1.2 above but for two way switching.	No	25		
1.4	Supply and install 10 Amps rated moulded plate switches(white in colour) for flush mounting and as MK or approved				
	(a) One gang one way	No	14		
	(b) One gang two way	No	10		
	(c) Two gang two way	No	3		
1.5	Supply and install 10 Amps rated moulded plate Architrave switches(white in colour) for flush mounting and as MK or approved equivalent.				
	(a) One gang one way	No	6		
	(b) One gang two way	No	0		
	(c) Two gang two way	No	0		
1.6	Supply and install the following lighting fittings				
	(a) Type (1).	No	31		
	(b) Type (2)	No	14		
	(c) Type (3)	No	3		
	(d) Type (4)	No	0		
	(e) Type (5)	No	0		
	(f) Type (6)	No	10		
	(g) Type (7)	No	4		
	TOTAL CARRIED FORWARD TO THE NEXT PAGE				

ITEM	DESCRIPTION	UNIT	QTY	RATE KSHS	KSHS
	<i>TOTAL BROUGHT FORWARD FROM THE PREVIOUS PAGE</i>				
2.00	<u>POWER INSTALLATION</u>				
2.01	Supply and install 13Amps twin switched socket outlet point for using 3 x 2.5mm ² 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	51		
2.02	Supply and install White 13Amps twin socket outlet as MK or approved equivalent.	No	51		
2.03	Supply and install a cooker circuit wired using 3x6mm ² PVC insulated copper cables drawn in 25mm diameter PVC heavy gauge conduits, but excluding the cooker control and connection units.	No	1		
2.04	Supply and install a 45A rated cooker control unit incorporating a 13Amps switched socket outlet and fitted with pilot lamps and as MK	No	1		
2.05	Supply and install a cooker connection unit capable of accommodating upto 2x10mm ² cable and as MK incorporating a 13A switched socket outlet and fitted with pilot lamps and as MK.	No	1		
2.06	Supply and install Kitchen hood circuits wired using 3x2.5mm ² ECC PVC insulated copper cables drawn in 25 mm diameter PVC heavy gauge conduits but excluding the 20 Amps DP switch.	No	1		
2.07	Supply and install flush mounted 20Amps DP switch complete with a pilot lamp and as MK or approved equivalent.	No	5		
2.08	Supply and install A/C circuits wired using 2x4mm ² +2.5mm ² ECC PVC insulated copper cables drawn in 25 mm diameter PVC heavy gauge conduits but excluding the 20 Amps DP switch.	No	4		
2.09	Supply and install twin data / voice outlet point using 25mm dia PVC heavy gauge conduits complete with a draw wire.	No	25		
2.10	Supply and install television outlet point using 25mm dia PVC heavy gauge conduits.	No	3		
2.11	Supply and install television white faceplate and as MK or approved equivalent.	No	3		
2.12	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	6		
2.13	Supply and install routing for the closed circuit television (CCTV) system in 25mm HG conduits and metal trunking	No	3		
2.14	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	20		
	TOTAL CARRIED FORWARD TO THE NEXT PAGE				

ITEM	DESCRIPTION	UNIT	QTY	RATE KSHS	KSHS
	<i>TOTAL BROUGHT FORWARD FROM THE PREVIOUS PAGE</i>				
2.15	Supply and install an electric lock circuit for the door system getting into the restricted areas. The system is to be inclusive of the switching system and the operating system. To be as UNION range	No	1		
2.16	Supply and install an adaptable box 400X400mm for the DBs located using 38mm diameter heavy gauge PVC conduits.	No	1		
2.17	Supply and install recessed 6 way TPN distribution board incorporating an incomer MCB rated at 100A (without the MCBs). The DB is to be as ABB or approved equivalent.	No	1		
2.18	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	4		
	(c) 30A (SP)	No	5		
	(d) 40A (SP)	No	1		
	(e) Spare Ways Blanking Plates	No	5		
	(f) 50A (4P+N) To be installed on the Main Board	No	1		
2.19	Supply and install rectangular skirting trunking Type B of dimensions 200X50mm 2 compartment along all walls as indicated complete fixing and all other accessories for mounting. Trunking to be powder coated and white in colour.	M	80		
2.20	Supply and install factory manufactured corner rectangular metallic skirting trunking Type B of dimensions 200X50mm three compartment along all walls. Trunking to be powder coated and white in colour.				
	a) Inside Corner Bends	No.	5		
	b) Outside Corner Bends	No.	1		
	c) End Cover	No.	10		
2.21	Supply and install twin mounting plates for mounting socket outlet plates on the trunking (250mm x 50 mm)	No	51		
2.22	Supply and install single mounting plates for mounting data and telephone outlet point on the trunking (250mm x 50 mm)	No	44		
2.23	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	20		
2.24	Supply and install corrosive resistant floor box for the power and data points with 6No. compartments and cover lid to IP65 floor mounted, recessed and with finish to match the floor.	No.	4		
	<u>POWER RETICULATION AND DISTRIBUTION</u>				
2.25	5x10.0mm sq single core PVC insulated copper cable drawn in the 50mm conduits including all the accessories from the Main DB to the Distribution Boards at the 2nd floor.	M	20		
TOTAL CARRIED FORWARD TO CARRIED FORWARD TO PRICE COLLECTION PAGE					

ITEM	DESCRIPTION	UNIT	QTY	RATE	KSHS
3.0	<u>FIRE ALARM SYSTEM</u>				
	The stated brand of fire alarm items is for purposes of quality and any other brand may be installed as per engineers approval				
3.1	Supply and install fire alarm manual call point wiring done using fire resistant 2x1.5mm ² PVC copper cables drawn in 20 mm dia PVC heavy gauge conduits but without the manual call point.	No	3		
3.2	As item 3.1 above but for the sounder beacon with flushing light outlet	No	2		
3.3	Supply and install a recessed addressable manual call point (Break Glass), as menvier or approved equivalent.	No	3		
3.4	Supply and install addressable fire sounder beacon with flashing light for wall mounting and as Menvier or approved equivalent.	No	2		
3.5	Supply and install smoke detector point wiring done using fire resistant 2x1.5mm ² PVC insulated copper cables drawn in 20mm dia PVC heavy gauge conduits but without the smoke detector.	No	24		
3.6	Supply and install a smoke detector- photoelectric addressable type complete with the commonbase and as Menvier or approved equivalent.	No	24		
3.7	Supply and install a Heat detector point wiring done using fire resistant 2x1.5mm ² PVC insulated copper cables drawn in 20mm dia PVC heavy gauge conduits but without the Heat detector.	No	1		
3.8	Supply and install addressable heat detector (rate of rise type) complete with the common base and as MENVIER or approved equivalent.	No	1		
3.9	Supply and install emergency exit point wiring done using fire resistant 2x1.5mm ² PVC copper cables drawn in 20 mm dia PVC heavy gauge conduits but without the manual call point.	No	3		
4.0	Supply and install 300mm 8w fluorescent emergency EXIT lighting luminaire with 3hour duration and as MENVIER or approved equivalent.	No	3		
4.1	Supply and install an addressable one loop fire alarm panel flush mounted on wall with 72 hour standby battery, complete with all accessories and as Menvier or approved equivalent.	No	1		
	TOTAL CARRIED FORWARD TO CARRIED FORWARD TO PRICE COLLECTION				

ITEM	DESCRIPTION	UNIT	QTY	RATE KSHS	KSHS
	<u>PRICE COLLECTION PAGE</u>				
1.0	Total for Electrical lighting and Power installation				
2.0	Total for Fire Alarm System installation				
	TOTAL FOR ELECTRICAL WORKS CARRIED FORWARD TO SUMMARY PAGE				

**PROPOSED PARTITIONING OF SECOND FLOOR FOR KENYA INSTITUTE FOR PUBLIC POLICY
RESEARCH AND ANALYSIS AT BISHOP GARDEN TOWERS.**

BILL NO.2: ICT WORKS BILL OF QUANTITIES

SCHEDULE NO.1: STRUCTURED CABLING WORKS

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL (KSHS)
1.00	Supply, Install, Test and Commission the following				
	<u>HORIZONTAL CABLING</u>				
1.01	Siemon Category 6A angled faceplate, SINGLE port white colour complete with fixing screws or approved equivalent.	No.	44		
1.02	Siemon Category 6A, 4pair stranded UTP 3 metre factory terminated patch cords or approved equivalent. Colour to be selected by client.	No.	44		
1.03	Siemon Category 6A, 4pair stranded UTP 1metre factory terminated patch cords. One side RJ 45 and the other RJ45 or approved equivalent.	No.	25		
1.04	Siemon Category 6A 4pair, 24 AWG, UTP, 10 ohm cable, must exceed ANSI/TIA/EIA-568-B1 requirement or approved equivalent.	Lm	2,200		
1.05	Siemon Category 6A, 4pair stranded UTP 1meter factory terminated patch cords or Approved equivalent.	No.	44		
1.06	2U WM series rack mount cable managers as siemon or its equal and approved equivalent	No.	4		
1.07	Siemon 48 port category 6A UTP (19".0) patch panel to ANSI/TIA/EIA-568A, colour black or approved equivalent.	No.	1		
1.08	Self adhesive Labels for cable labelling(PACKETS OF 200 LABELS EACH)	Item	1		
	<u>ACTIVE COMPONENTS AND CABINETS</u>				
1.09	Carefully remove the data cabinet with all its components from the server room, store and reinstall appropriately as directed by the client.	Lot	1		
1.10	42U metal cabinet with a perforated metal door complete 4No fans, power socket 6No, grounding kits and castors.	No.	0		
	TOTAL CARRIED FORWARD TO THE NEXT PAGE				

ITEM	DESCRIPTION	UNIT	QTY	RATE KSHS	KSHS
	<i>TOTAL BROUGHT FORWARD FROM THE PREVIOUS PAGE</i>				
1.11	Supply, install and configure wall/ceiling mounted dual band Wireless Indoor long range Access Point as described in particular specifications.	No.	4		
1.12	48 port switch with PoE as described in particular specifications section.	No.	0		
1.13	IP Standard telephone instruments complete with telephone cord and all other necessary accessories and as described in the particular specifications and compatible with the existing IP-PABX.	No.	10		
1.14	2U WM series rack mount cable managers as siemon or its equal and approved equivalent	No.	4		
1.15	Labelling,testing and commissioning of the installed	Item	1		
1.16	Supply and install indoor 8 core multi mode fiber cable between floors in the main bulding and between floor	Lm	50		
1.17	Supply and install fiber trays for the cabinets	No	1		
1.18	10GBASE-SR SFP+ fibre modules as Cisco or approved equivalent	No	1		
1.19	Table top module complete with 2 universal power outlets, 2no. HDMI, 2no. USB modules, 1no. VGA module and 2no. Type-c modules all of them as female outlets as Inforbit or Approved Equivalent	No	6		
1.20	Provide for preparation and presentation of warranties and documentation, cabling layout diagrams, and submitting individual test results (for each point and for all point to be submitted as a bound report). Attach printed results and soft copy	lot	1		
	TOTAL FOR STRUCTURED CABLING WORKS C/F TO PRICE COLLECTION PAGE				

SCHEDULE NO.2: CCTV AND ACCESS CONTROL SYSTEM

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL (KSHS)
2.00	Supply, install, test and commission the following				
2.01	Carefully remove the existing access control system, store and reinstall once the other works are complete as directed by the Engineer.	Lot	1		
2.02	Emergency Break glass	No.	5		
2.03	Request to Exit Button as MK or approved equivalent.	No.	5		
2.04	4 Pair Mylar 0.22mm Mylar Screened Cable, aluminium screen: tinned annealed copper conductor for wiring entire system	M	400		
2.05	Carefully remove the existing CCTV system, store and reinstall once the other works are complete as directed by the Engineer	Lot	1		
2.06	24 Port UTP Patch Panel as Siemon or its equal and approved equivalent C/W all the necessary accessories.	No.	1		
2.07	Cat 6A, SF/TP 4 Pair cable as Siemon or its equal and approved equivalent.	Lm	400		
2.08	1M, Cat 6A, UTP factory terminated Patch Cords as Siemon or its equal and approved equivalent.	No.	5		
2.09	Cat 6A, UTP Cable Manager (Organizer) as Siemon or its equal and approved equivalent C/W all the necessary accessories.	No.	1		
2.10	24" Monitoring Client Station, intel 7 core i7, 64-bit, 16GB RAM, 8GB Video Graphics Card, 4TB HDD, Optical DVD DRIVE, Multi-Monitor Support with all the accessories.	No.	1		
2.11	Allow for full graphic customization and programming of the reinstalled system, testing and commissioning.	Lot	1		
	TOTAL FOR ACCESS CONTROL C/F TO PRICE COLLECTION PAGE				

SCHEDULE NO.3: AUDIO SYSTEM INSTALLATION WORKS

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL KSHS
	ALL PRICES TO BE IN KSHS				
	<u>QUOTE FOR THE SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF THE FOLLOWING ITEMS</u>				
3.00	CEILING SPEAKER AND CABLING				
3.01	Ceiling speaker system complete with surface mount accessories as follows:				
	i) 8" Passive Loudspeaker as described in the Technical Specifications of this Document as Proel or Approved Equivalent.	No.	4		
	ii) 8" Passive woofer as described in the Technical Specifications of this Document as Proel or Approved Equivalent.	No.	1		
3.02	120w Audio Mixer Amplifier for items above as described in the Technical Specifications of this Document as Proel or Approved Equivalent	No.	1		
3.03	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	300		
3.04	Smart interactive board: 65 inch interactive flat display panel whiteboard as Clevertouch or approved equivalent as described in technical specifications.	No.	0		
3.05	Mounting Brackets for Item above	No.	0		
3.05	Allow for Project engineers stationery to be used during running of the project.	Item	1		
3.06	Allow for Programing the audio equipment to the clients satisfaction.	Item	1		
3.07	Any other item necessary to complete the installation				
	(a)				
	(b)				
	(c)				
	(d)				
	TOTAL FOR AUDIO SYSTEM C/F TO PRICE COLLECTION PAGE				

PRICE COLLECTION PAGE

[illegible]

SUMMARY PAGE FOR ELECTRICAL AND ICT WORKS

ITEM	DESCRIPTION	UNIT	QTY	RATE KSHS	KSHS
1.0	Total for ELECTRICAL WORKS works carried over from the Price Collection page				
2.0	Total for ICT WORKS works carried over from the Price Collection page				
3.0	Allow for 3no. Sets of Working Drawings				
4.0	Allow for 3no. Sets of As Built Drawings				
5.0	Contingency sum of Kenya Shillings Two Hundred Thousand (Kshs.300,000) to be expended at the discretion of the Engineer				
6.0	Allow for site supervision by the project engineer Kenya Shillings One Hundred Thousand (Kshs.150,000)				
	TOTAL AMOUNT CARRIED MAIN SUMMARY				
	PAGE OF THE DOCUMENT				

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.....

MECHANICAL WORKS

**PROPOSED PARTITION FOR KENYA INSTITUTE FOR PUBLIC
POLICY RESEARCH AND ANALYSIS (KIPPRA) OFFICES SECOND
FLOOR -BISHOP'S GARDEN TOWERS-NAIROBI.**

MECHANICAL ENGINEERING WORKS.

VOLUME 2 OF 3.

KP/ONT/09/2023-2024

W.P. ITEM NO. D107 NB/NB/2202 JOB NO. 11100A

SPECIFICATIONS AND BILLS OF QUANTITIES

FOR

SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING

OF

AIR CONDITIONING AND FIRE SUPPRESSION SYSTEM INSTALLATION WORKS.

FEBRUARY, 2024.

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MECHANICAL INSTALLATION WORKS REQUIREMENTS.

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 as stipulated in the Mandatory Requirement.

SECTION A

GENERAL MECHANICAL SPECIFICATION

SECTION A

GENERAL MECHANICAL SPECIFICATION

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SECTION A

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 Standard

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 B:

PARTICULAR SPECIFICATIONS FOR AIR CONDITIONING

PARTICULAR SPECIFICATIONS FOR SINGLE SPLIT AIR-CONDITIONING.

3.1 SCOPE OF WORKS

The works to be carried out comprises of the supply, delivery, installation, setting to work, testing and commissioning of all materials and equipment called for in this specification and/or shown in the contract drawings.

The tenderer shall include for all appurtenances and appliances not particularly called for in this specification or on the contract drawings but which are necessary for the completion and satisfactory functioning of the system.

No claim for extra payment shall be accepted from the contractor for non-compliance with the above requirements.

If in the opinion of the tenderer there exists difference between the specification and the contract drawings, the tenderer shall clarify the difference with the engineer before tendering.

The Works to be installed under the contract shall comply with the Ministry of Public Works requirements for contract works under "GENERAL MECHANICAL SPECIFICATION".

3.2 CLIMATIC CONDITIONS

The following climatic conditions apply at the sites of the works and all materials and equipment used shall be suitable for these conditions: -

PARAMETERS	(CONDITIONS) NAIROBI
Maximum mean outdoor dry bulb Temperature, t_o	30°C
Minimum Temperature	14.°C
Relative Humidity	40% - 60%
Altitude	1915m ASL
Longitude	36° 21' 1.39"
Latitude	0° 46' 4.01" N
Max. solar radiation occurs during the month of February	

3.3 SYSTEMS DESIGN DATA

The air-conditioning systems are designed to maintain the following internal conditions with ambient conditions of 28°C DB and 55% RH

Internal Temperature $23 \pm 1^\circ\text{C}$

Relative Humidity $50 \pm 10\%$

The equipment described here under covers the specific requirements of equipment to be used for this contractor work and shall be used in conjunction with the accompanying contract drawings.

It shall be deemed that the tenderer has based his tender on plant and equipment which is equal in performance to that stated within the specification.

3.4 SPLIT AIR CONDITIONING SYSTEM

This shall be installed in the BOARDROOM AND SERVER ROOM offices.

The system shall be complete with;

3.4.1 Indoor ceiling mounted cooling and heating unit (Evaporator)

Each coil unit shall consist of a cooling coil, air circulating fan, fan-guard and a thermostatic expansion valve. A timer unit shall be mounted in the control panel to both the de-frosting intervals and defrosting periods, both of which shall be variable.

The evaporator unit shall be of capacity as specified under the specified conditions, and shall be of the dry expansion type, and preferably of similar make as that of the condensing units. The unit shall be cassette type, high wall mounted or ceiling mounted as will be specified by the Engineer.

The coil shall be manufactured from seamless copper tubing with aluminium fins mechanically bonded to the tubes.

The panel shall be interlocked such, that on energizing the heater, the compressor, condenser and evaporator fan shall be de-energized and only re-energized when the heater is switched off by a evaporator mounted thermostat. A manual overriding switch shall by-pass the timer switch.

The air-circulating fan shall be manufactured from rigid aluminium sheet and finished in white casing. A drip tray with 25mm diameter connections shall be incorporated in the base of the casing.

The Unit shall be complete with the following:

- 1 No. air purifying filter.
- Built in drain pump to automatically drain water.
- Refrigeration pipe work with flared connections
- Fixing brackets/wall mounting kit/ground mounting kit
- Thermostat to control room temperature
- High- and low-pressure units
- Condensate discharge pipe work in Black PVC, 15mm diameter
- Service access valves
- Voltage Surge Protector

The system shall be suitable for 250V, 1 – Phase, 50Hz power supply.

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

3.4.2 Outdoor Units.

The outdoor units shall be installed and mounted on the wall using appropriate and approved mounting brackets. They shall be complete with hermetically sealed compressors. Safety devices shall include overload/surge protection among others.

The unit shall be connected to power provided by others. It shall also be connected to refrigerant piping and control wiring. It shall have adequate charge of refrigerator oil and R 134A refrigerant or any other non-ozone depleting refrigerant.

The air conditioning units shall be as York or approved equivalent and shall be provided with approved mounting brackets.

The Unit shall be complete with the following:

- Casing constructed of 18-gauge zinc coated mild steel, zinc phosphate bonderized, coated with oven baked polyester paint and weatherized for outdoor installation. It shall have weep holes on base to allow ease of drainage.
- Hermetically sealed compressor mounted to unit base with rubber isolated hold down bolts, uniform in oil & pressures and shall have internal overload protection.
- Refrigeration pipe work with flared connections
- Distributor with refrigeration control
- Fixing brackets/wall mounting kit/ceiling mounting kit
- Heat exchanger capacity controls
- Precise inverter frequency controls
- New oil returning system (refrigerant oil control system)
- High and low pressure units
- An innovation of installation with automatic address settings for indoor units with twin multiplex transmission system of no polarity.
- Condensate discharge pipe work
- Service access valves
- Voltage Surge Protector

3.4.3 Refrigeration Piping.

Pipe work shall be tested for leaks after installation to the Engineers satisfaction. It shall be properly anchored, insulated and no vibration of pipes shall be allowed during the running of the systems. An electronic leak detector shall be used to test for leaks.

3.4.3 Electrical Works

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

The Electrical Sub-contractor will provide a power point positioned within 2- meters of the equipment supplied by the Sub-contractor and the Sub-contractor shall connect his equipment from this point.

3.4.4 Builders Works

The tenderers shall allow for perforation of holes, hacking of walls etc. All disturbed surfaces shall thereafter be made good by the tenderer upon satisfactory completion of the works.

3.4.5 As-Built-Drawings And Maintenance Manuals

Once the air conditioning system has been tested and commissioned, drawings and maintenance manuals shall be provided. They shall be a true and accurate representation of what has been commissioned.

3.4.6 Training

Adequate personnel shall be trained to perform normal operations and routine maintenance of the air conditioning system. The number of personnel to be trained shall be specified for particular pool.

3.4.7. Testing & Commissioning

The system shall be balanced to the satisfaction of the project engineer. It shall be run under complete automatic controls for 72 hours' continuous operation to ascertain any faults in operation before acceptance and handover.

Any faults discovered during this time shall be corrected and a further test or tests of 72 hours' duration shall be carried out to ensure satisfactory operation, all at the expenses of the contractor.

All accessories/equipment have to tested for capacity, efficiency, leakages and other human errors and shall meet standards and specifications.

All the pipe work and connections herein described shall be tested in the presence of the Engineer and to the hydraulic pressure the Engineer deems satisfactory and for a minimum period of 1 hour.

These tests must be before any insulation work is undertaken or any pipe work is finally enclosed in any ducts, etc and due allowance is to be made in the tender for these tests.

The tenderer is to include for providing for all the testing equipment, temporary plugging and refilling etc.

SECTION C

**PARTICULAR SPECIFICATIONS FOR PORTABLE FIRE
EXTINGUISHER**

PART C:

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/CO₂ EXTINGUISHERS

These shall be 9-litre water filled CO₂ 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, aluminum or stainless steel and may be fitted with a suitable valve for temporarily stopping the discharge if such means are not incorporated in the operating head.

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

The following markings shall be applied to the extinguishers: -

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 aluminum to BS 1470: 1972(EN3: 1996) and shall be suitably protected against corrosion.

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

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

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

The extinguisher shall be clearly marked with the following information

- a) The word “Dry Powder Fire Extinguisher”
- b) Method of operation in prominent letters.
- c) The working pressure and the weight of the powder charge in 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 litres 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 phosphated - One coat primer paint and one coat stove enamel B.S. 381 C.

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.

h. 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.

SECTION D:

**PARTICULAR SPECIFICATIONS FOR FIRE SUPPRESSION
SYSTEM**

GENERAL SPECIFICATIONS FOR FIRE SUPPRESSION SYSTEM

1.1 General

The specifications described here make reference to FM 200 fire suppression system. However, alternative systems utilizing inert gases may be used subject to the condition that they meet all the requirements of this specification.

The FM 200 shall be used to extinguish fires in the rooms to be specified.

The gas shall be stored under pressure in liquefied form inside cylinders and piped to fire protected areas. Each FM 200 system in a given zone shall be supplied complete with its control Unit that shall receive the signal from smoke detectors or break glass and automatically release the gas after sounding an alarm bell and switching off any existing Ventilation systems. The fire detection system in all areas where FM 200 gas system is not installed shall be supplied and installed by, but the Sub-Contractor shall liaise with him and extend detection signal outputs into the Master Alarm Control Panel.

The Design, equipment, installation, testing and maintenance of the system shall be made in accordance with these specifications, drawings and the following standards:

- a) **NFPA 2001-Clean Agent Fire Extinguishing systems**
- b) **NFPA 70-National Electrical Code**
- c) **NFPA 72-National Fire Alarm Code**
- d) **Local authority requirements**

The fire suppression systems shall be designed by competent personnel who are trained and authorized by the equipment manufacturer for design of total flooding FM 200 systems and the integrated detection systems. Working Drawings shall be provided in sufficient detail to indicate the type, size, and arrangement of component materials and devices; and the dimensions needed for installations and correlation with other materials and equipment.

All Working Drawings shall be submitted for review and approval prior to installation.

Detailed literature outlining the operation, recharge and service of the system, Maintenance procedures for the owner shall be provided.

Equipment manufacturer shall provide a **12 month** warranty Details of this warranty shall be furnished upon request.

All devices, components and equipment shall be products of the same manufacturer and shall be U.L listed or FM approved.

1.1 SYSTEM ARRANGEMENT

FM 200 fire suppression system shall be of the engineered, permanently piped, fixed nozzle type with all pertinent components of the same manufacturer. All agent storage containers shall be centrally located as vertical, free-standing cylinders with wall mounted retaining brackets. Where multiple cylinders are required for the same hazard, a common manifold should be employed.

Manifolds shall be constructed from seamless schedule 80 piping. They shall be complete with a safety relief valve. Manifolder cylinders shall employ a flexible discharge hose to facilitate installation and system maintenance. Each cylinder on a manifold shall also include an agent check valve installed to the manifold inlet.

Where a set of manifolded cylinders shall be required to serve multiple zones, selector valves shall be used to direct the extinguishing agent to the respective zone.

Detection system shall be of the engineered type, suitable for direct interface with the FM 200 fire suppression system. Detectors shall be wired in Sequential Detection method of operation or standard Cross-Zoned detection.

For each hazard, both Ionization and Photoelectric type smoke detectors shall be used to provide automatic input to the control panel.

In addition, manual pull station(s) shall be provided for the direct electric release of the FM 200 Fire Suppression System.

Automatic operation of each protected area shall be as follows:

- a) Actuation of one (1) detector, within the system to:
 - i) Illuminate the "ALARM" LED on the control panel face.
 - ii) Energize the audible notification appliances within the protected space with a unique pattern to indicate a first alarm condition
 - i) Transfer sets of 5 Amp rated auxiliary contacts which can perform auxiliary system functions such as: Operate door holder/closures on access doors, Transmit a signal to the fire alarm system, Shutdown HVAC equipment, etc
 - ii) Light an individual LED on an optional graphic annunciator.
- b) Actuation of a 2nd detector, within the system, to:
 - i) Illuminate the "PRE-DISCHARGE" LED on the control panel face; energize the audible notification appliances within the protected space with a unique pattern to indicate a second alarm (predischage) condition, Shut down the HVAC system and/or close dampers, Start time-delay sequence (not to exceed 60 seconds), enable System abort sequence, Light an individual LED on a graphic annunciator.
 - ii) After completion of the time-delay sequence, the system shall activate and the following shall occur: Illuminate a "RELEASE" LED on the control panel face, Energize the audible notification appliances within the protected space with a continuous on pattern to indicate a release condition, Shutdown of all power to high-voltage equipment, Energize a visual indicator(s) outside the hazard in which the discharge occurred, Energize a "System Fired" audible device.

The system shall be capable of being actuated by manual discharge devices located at each hazard exit. Operation of a manual device shall duplicate the sequence description above except that the time delay and abort functions SHALL be bypassed. The manual discharge station shall be of the electrical actuation type and shall be supervised at the main control panel.

1.2 DESIGN PARAMETERS – FM 200

Design of the total flooding FM 200 system shall be based upon the enclosure being sufficiently tight against agent leakage with all ventilation shut down and or fire dampered or provide for static air condition upon discharge.

Agent quantity calculations shall be determined from dimensions furnished on the construction drawings and or in the particular specification using a design concentration based on fire hazard class of the protected zone and the NFPA 2001 standards. As a minimum a concentration of 38% at the minimum anticipated hazard temperature of 20 °C shall be used.

Calculation for the maximum design concentration shall be based upon maximum anticipated hazard temperature of 32 °C.

When applicable, agent quantity shall be adjusted for:

- i) Altitudes of more than (915m) above sea level.
- ii) Non-flooded false ceiling volume.
- iii) Multiple hazards from a common agent supply.
- iv) Manufacturer standard tanks and fill increments
- v) Duct volume for HVAC system.

The system shall be designed to discharge the calculated agent quantity in a nominal 60 second period.

Nozzle spacing shall be in accordance with the listed approved coverage for each nozzle type. In all cases, the need for additional nozzle shall be considered based upon site conditions and manufacturer's recommendations.

Hydraulic calculations for each system shall be used upon two-phase flow equations for unbalanced systems as defined by NFPA regardless if a single nozzle or balanced piping network is used.

Computerized verification of hydraulic calculations shall be submitted for each FM 200 system.

The contractor shall provide data to indicate the free venting area required per NFPA standards for each hazard volume.

1.2.1 DESIGN PARAMETERS – DETECTION

The design of the detection/control system shall be based on a clean, vibration free, electrical non-hazardous environment

As a minimum detector spacing shall be based upon NFPA recommended practices for ceiling construction, air flow and manufacturer recommendations.

At least one smoke detector of each type (ionization and photoelectric) shall be used in each protected area. Where multiple detectors are used, detection shall alternate such that ionization are adjacent to photoelectric.

Unless otherwise stated on the drawings manual pull station(s) shall be located at all points of exit from the protected area.

Unless otherwise stated on the drawings at least one alarm device shall be located within the protected area for the general alarm function.

Battery capacity shall be sufficient to permit normal non-alarm condition for 24 hours with subsequent general alarm for 5 minutes after loss of primary line power. The contractor shall be required to furnish calculations to back up the battery capacity to be installed.

1.3 EQUIPMENT AND MATERIAL

1.3.1 General

All materials and equipment shall be of new, unused, and undamaged condition in strict accordance with the requirement of this section. Equipment shall be required to meet the specified standards; **ISO 14520, NFPA.**

All equipment's and materials shall only be used for their intended application, in locations for which they were designed, and installed in accordance with the manufacturer's instructions and or recognized standard trade practice.

1.3.2 Pipe Material – FM 200 200 bar System.

FM 200 200 bar system piping shall be of non –combustible materials having physical and chemical characteristics such that its integrity under stress can be predicted with reliability. Materials other than listed below , such as stainless steel or nonferrous piping or tubing , may be used if the materials satisfy the applicable requirements of NFPA.

As a minimum, piping materials and manifolds shall be schedule 40 seamless steel pipes conforming To BS specifications and capable of 65 bar operating pressure (ASTM Grade A-106B). Under no conditions shall ordinary cast iron pipe, steel pipe or non- metallic pipe be used.

FM 200 system piping joints shall be suitable for the design conditions and shall be selected with consideration of joint tightness and mechanical strength.

As a minimum, fittings shall be black class 300 malleable iron fittings. Ordinary cast iron fittings shall not be permitted.

Piping shall be installed accordance with good commercial practice to the appropriate codes, securely supported with Listed hangers, and arranged with close attention to the design layout since deviations may alter the design flow performance as hydraulically calculated.

All Piping must be reamed, blown clear, and swabbed with appropriate solvent to remove mill varnish and cutting oils before assembly. The piping shall also be finished off with two coats of red paint after testing. Multi- outlet fittings other than tees shall not be permitted.

Assembly of all joints shall conform to the appropriate standards. Threaded pipe joints shall utilize Teflon tape applied to male thread s only.

1.3.3 Agent Storage Tank

FM 200 agent storage containers shall be of welded steel construction in accordance with **NFPA** Specification and finished in (baked red enamel) (red epoxy) paint.

Tank assemblies shall be filled with FM 200 pressurized to 200 bar at (15 °C).

Initial filling of the cylinders and recharge shall be done in accordance with the manufacturer's established procedures and shall not require replacements components for normal service.

The size and fill weights of all cylinders shall be of the following nominal sizes: _

- i) 32.1 KG
- ii) Any other storage capacity as specified by the manufacturer

Nominal 270kg tank assembly shall be equipped with an internal liquid level measuring rod, marked in ¼ inch increments to allow direct reading of the liquid level and conversation to the weight of Argon within the tank.

Tank assemblies shall be vertical, free standing modules employing suitable wall mounted retaining brackets. Tank assemblies shall be listed or approved to perform in the temperature range -20C to 50C.

Aluminum name **plates** indicating manufacturer's name and part number , agent fill weight , total charged weight date of fill, shall be permanently bonded to each tank. Each tank assembly shall have the means to accommodate lifting devices to facilitate weighing removal and replacing.

Tank assembly shall include a pressure gauge and a low pressure switch that operates at approximately 180 bar to facilitate continuous supervision of tank pressure.

1.3.3.1 Tank Valve

Agent storage tank assemblies shall include an integral, high flow valve assembly connected to the tank by a machined thread and sealed by an O-ring.

Valve outlet sizes shall be based on the nominal tank capacity with a one inch size for 18,33,54 and 72 pound assemblies, and three inch for 600 pound assemblies.

The valve design shall be of the differential pressure type which utilizes tank pressure to seal the valve assembly. The valve shall be compatible with separate, removable, stackable type actuators for electric, pneumatic, and or manual actuation.

Operation of the valve by the stackable type actuator shall be such actuation. Operation of the valve by the stackable type actuator shall be such that pressure is relieved from the upper chamber of the valve causing the valve to open. Valves shall be forged brass construction with an o-ring sealed brass spool incorporating the main electrometric seal surface.

The valve assembly shall include recessed pressure gauge 0 to 250 bar, overpressure safety relief disc assembly, normally pressurized connection port for an optional low pressure switch, normally unpressurized connection port used as pneumatic source for a slave cylinder valve actuation, and brass shipping caps on exposed thread connection.

When pneumatically operated main/reserve systems are used, pilot valves shall be equipped with actuation isolators.

All tank valves shall be F.M or LPCB Approved.

1.4.3.2 Tanks Brackets

Each FM 200 tank shall be furnished with a stainless steel, two part, strap type retaining bracket designed to secure the cylinders to the wall or any other suitable surface as may be recommended by the system manufacturer.

1.4.3.3 Valve Actuator system

FM 200 valve actuator system shall consist of a pneumatically operated cylinder actuator assembly and a **solenoid type** Electric actuator package.

The solenoid actuator package shall consist of the solenoid valve mounted either on a rechargeable slave nitrogen cylinder or on the Argon gas cylinder. A signal from the control panel shall operate the solenoid valve to discharge the gas in the pilot cylinder.

The discharged gas shall then open the cylinder actuator assembly mounted on the FM 200 cylinder discharge valve. This process shall release the stored FM 200 gas for fire extinguishing.

Where multiple zones are protected from the same storage system, selector valves shall be used. These valves shall be actuated by the Nitrogen gas from the actuation package. Manual override actuators shall be designed to attach to electric actuator or directly to the valve assembly and permit manual operation of the pilot cylinder tank assembly. Manual actuator positions shall be clearly marked and operating instructions provided. All actuators shall be LPCB Approved.

1.4.3.4 Discharge Nozzles

FM 200 discharge nozzles shall be of one piece (brass) construction sized to provide flow rates in accordance with system design hydraulics.

Orifice (s) shall be machined in the nozzle body to provide a horizontal discharge in 90⁰, 180⁰, or 360⁰ patterns based upon the approved coverage arrangements. Separate, interchangeable orifice plates are not acceptable.

Nozzles shall be permanently marked with the manufacturer's part number, number of orifice and orifice code. The nozzle shall be threaded directly to the discharge piping without the use of special adaptors.

Nozzles shall be LPCB Approved.

1.4 Warning Signs

Etched aluminum Warning Signs shall be provided at all Entrance and Exits of the protected area.

Entrance sign shall read: "WARNING DO NOT ENTER ROOM WHEN ALARM SOUNDS, **FM 200** BEING RELEASED."

Exit sign shall read: "WHEN ALARM SOUNDS, VACATE AT ONCE, **FM 200** BEING RELEASED."

1.5 EQUIPEMENT AND MATERIAL –ELECTRICAL

1.6.1 General Materials

All electrical trunkings and conduits shall be employed in accordance with applicable codes and intended use and contain only those electrical circuits associated with the fire detection and control system and shall not contain any circuit that is unrelated to the system.

Unless specifically provided otherwise in each case, all conductors shall be enclosed in steel conduit, rigid or thin walled as conditions dictate, except in computer room where they shall be PVC conduit concealed in building fabrics.

All wiring shall be of the proper size to conduct the circuit current. The use of aluminium wire is strictly prohibited. Splicing of circuits shall be kept to a minimum and are only to be found in an electrical device suited for the purpose. Wire spliced together shall have the same colour insulation. Wire splices shall be made with appropriate devices suited for the purposes.

All wire terminations shall be made with crimp terminals unless the device at the termination is designed for bare wire termination.

All electrical circuits shall be numerically tagged with suitable devices at its terminating point and/ or splice. All circuits numbers shall correspond with the installation drawings.

The use of coloured wires is encouraged. White coloured wire shall be used exclusively for the identification of the neutral conductor of an alternating current circuit.

Green coloured wire shall be used exclusively for the identification of the earth ground conductor of an AC and DC circuit.

1.6.2 Control Panels – General

All control panels shall be F.M Approved and be utilized with listed or approved operating devices and shall be capable of the following features,:

- a. Supervised Detection Circuits (s) with a first stage and a second stage circuit.
- b. Supervised Alarm Circuit allowing for a first stage alarm, second stage alarm and the third stage for gas release.
- c. Supervised Release Circuit
- d. Supervised Manual Electric Pull Circuit
- e. Supervised Manual mechanical Pull Circuit
- f. 0-60 second Programmable Time Delay
- g. Battery Standby
- h. Front Panel Indicating Lamps and 4x20 character display
- i. Key Lock Steel Enclosure with a glass panel covering the controls

The internal power supply shall operate from 240V 50Hz A.C power supply. A fused polarity reversing, 1 amp, 24VDC supervised dedicated release circuit for use with approved fire suppression system releasing devices shall be provided.

The control unit shall provide provisions for housing its own set of “on-line” float charged emergency batteries within the enclosure.; Battery supervision shall be provided for condition and placement of the batteries.

A supervised dedicated manual pull circuit designated for immediate operation of the release circuit shall be provided. An auxiliary trouble circuit for supervision of other normally closed accessory devices shall be provided. The control unit shall be housed in steel cabinet of approved type with conduit knockouts in a (red) (beige) enamel finish.

The control unit shall be F.M or LPCB Approved as an alarm releasing control unit

1.6.3 Smoke Detector - Ionization

Ionization type smoke detector shall be dual chamber type and compatible with the control unit. The detector shall have an LED in its base which is illuminated in a steady “on” mode when in alarm. Reset of the detector shall be performed by the control unit reset switch.

The design of the ionization detector compensating circuits shall provide stable operation with regard to minor changes in temperature, humidity, and atmosphere conditions.

The sensitivity voltage shall be factory set per U.L 268. A special locking screw shall be provided to lock the head to the base; the head to base connection shall be by use of bifurcated contracts. Terminal connections to the base shall be of the screw type.

The detector shall be F.M or LPCB Approved.

1.6.4 Smoke Detector - Photoelectric

Photoelectric detector shall be a solid-state sensing chamber unit providing stable operations (sensitivity) and compatible with the control unit. The detector shall utilize a light sensing photodiode and a pulse signal processor to measure the density of the combustion products within

The sensing chamber - The detector head shall have a stainless steel mesh to prevent foreign objects from entering the sensing chamber. The sensitivity voltage shall be factory set.

A special locking screw shall be provided to lock the head to the base. The head to base connection shall be by use of bifurcated contacts. Terminal connections to the base shall be of the screw type.

The detector shall be F.M or LPCB Approved.

1.6.5 Alarm Bells

The vibrating Alarm Bell shall be approved for use with the listed control unit. The polarized alarm bell shall be rated at 24VDC and draw no more than .063 amps and shall contain a series diode for use in supervised systems. It shall also incorporate a flashing strobe light. It shall have a dB level of 86 – 90 at 3 metres.

The bell shall be constructed of high quality materials to ensure reliability and long life and have a baked red enamel finish. The device shall be F.M or LPCB Approved.

1.6.6 Manual Pull Stations (Fire man's switch)

The Manual Pull Station shall be provided for the release (electrical) of the FM 200 in case of an emergency. The unit shall be contained within a metal body having a (single) (double) pole switch. The device shall be F.M or LPCB Approved.

1.6.7 Abort Switch

The abort switch shall be used where an investigation delay is desired between detection and actuation of the FM 200 System.

The Abort Station shall be the "Dead Man" type and shall be located next to each manual.

Switch. "Locking" or "Keyed" abort stations **shall not** be permitted. The Abort Station shall indicate a trouble condition at the Control Panel, if depressed, and no alarm condition exists. The Abort Station shall be located adjacent to each manual station and can be furnished in combination with a Manual Release Switch.

The device shall be U.L listed or F.M Approved for a delay switch.

1.6.8 Pressure Switch

This pneumatically actuated switch shall be used to give positive identification of release of FM 200 in the piping system.

The switch shall have one set of normally open and one set of normally closed contacts.

1.7 SYSTEM INSPECTION AND TESTING

The completed installation shall be inspected by authorized personnel and shall include a full operational test of all components per the equipments manufacturer recommendation including agent discharge.

This shall be done in the presence of the owner's representative and other insuring authority having jurisdiction.

All mechanical and electrical components shall be tested according to the manufacturer's recommended procedure to verify system integrity. The inspection and testing shall be carried out by the contractor. The tests shall demonstrate that the entire control system functions as designed and intended. All circuits shall be tested: automatic actuation, solenoid and manual actuation, HVAC and power shutdowns, audible and visual alarm devices and manual override of abort functions. Supervision of all panel circuits, including AC power and battery power supplies, shall be tested and qualified. Inspection shall include a complete checkout of and certification of weight and cylinder pressure. A written report shall be filed with the Engineer.

Two copies of drawings shall be provided by Contractor indicating the installed details. All routing or piping and electrical conduit and accessories shall be noted. Equipment, Installation and Maintenance Manuals shall be provided in FOUR copies, in addition to the as-built drawings.

Prior to final acceptance, the contractor shall provide operational training in all concepts of this system to the owner's key personnel. Training shall consist of:-

- i) System Control Unit Operation
- ii) Troubleshooting Procedures
- iii) Abort Procedures
- iv) Emergency Procedures
- v) Safety Requirements
- vi) A functional test shall be completed prior to the concentration test consisting of detection, release alarm, accessories related to system, control unit, and a review of the tanks, piping, fittings, hangers and cylinder pressure.

1.8 WARRANTY

All system components shall be guaranteed against defects in design, materials and workmanship for the full warranty period which shall in no case be less than one (1) year from the date of system acceptance.

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-11
4. SCHEDULE OF UNIT RATES.....	E-12

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**.

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

KIPRA PROPOSED PARTITIONS OF SECOND FLOOR -BISHOP GARDEN TOWERS					
FIRE SUPPRESSION SYSTEM FOR RESOURCE CENTRE AND SERVER ROOM.					
Item	Description	Unit	Qty	Rate Kshs	Cost Kshs
	Supply and install fire suppression system with the following items to the satisfaction of the Engineer.The tenderer to submit the technical brochures and working calculations together with the tender for evaluation. Alternative and approved systems utilising inert gases or a mixture of such gases may be provided.				
A	80litre container containing 32.1Kg normal charged capacity Argonite (IG-55) specified containers charged with Argonite gas at 300bar with dimensions 267mm diameter and 1910mm high when fitted with valve cylinders to be complete with discharge valves gauges ,pipe,pivot cyclinder and hoses for connection to the manifold. All to be as "Fike" or approved equivalent.	No.	3		
B	Cylinder support bracket system	Item	1		
C	50mm schedule 40 discharge manifold kit with 5 No. ports complete with end caps and a threaded port for pressure switch. All to be as "Fike" or approved equivalent.	Item	1		
D	25mm selector switch	No.	3		
E	Actuation package	Item	1		
F	Solenoid valve/ manual release valve assembly inclusive of hoses,connectors etc.	Item	1		
G	25mm pressure reducing valve	No.	3		
H	15mm Argonite discharge Nozzles V type 6 orifice, Nozzle coverage 360 degrees pattern and a radius of 3meters. The Nozzle will be located less than 300mm below the ceiling as "Fike" or approved equivalent.	No.	5		
I	Relief valve	No.	3		
J	Check valve	No.	3		
K	Pressure gauge	No.	3		
L	Pressure relief/vent	No.	3		
M	Discharge pressure switch	No.	3		
N	Flexible discharge hose	No.	3		
O	Controls, addressable Control panel and wiring complete with standby batteries	Item	1		
P	Maintenance switch	No.	1		
Q	Double Action manual /electric releasing switch	No.	1		
R	Abort switch	No.	2		
S	Ionization sensors	No.	5		
T	Photo electric sensors	No.	5		
U	Audible alarms	No.	3		
V	Manual alarm	No.	2		
W	Visual alarm	No.	3		
X	Smoke detectors	No.	3		
Sub-total C/F to the collection page					

Item	Description	Unit	Qty	Rate Kshs	Cost Kshs
	Pipework				
A	25mm diameter seamless black pipe Schedule 40	Lm	40		
B	20mm diameter seamless black pipe Schedule 40	Lm	40		
C	15mm diameter seamless black pipe Schedule 40	Lm	30		
D	20mm diameter pipe bend/elbow	No.	5		
E	15mm diameter pipe bend/elbow	No.	5		
F	25mmX20mm pipe reducer	No.	5		
G	25mmX15mm pipe reducer	No.	5		
H	20mmX15mm pipe reducer	No.	5		
I	25mm equal tee	No.	5		
J	20mm equal tee	No.	5		
K	Allow for associated Builders work	Item	1		
L	Allow for pipework anchorage/hangers	Item	1		
M	Allow for painting system pipework	Item	1		
N	Allow for intergration of the fire suppression sytem to the fire alarm system	Item	1		
O	Electrical works and earthing	Item	1		
P	Labelling and warning signs inside and outside the rooms	Item	1		
Q	Calculations,working drawings and as installed drawings	Item	1		
R	Allow sum of Kenya Shillings Hundred fifty Thousand only for engineers supervision,airtime,sample approval and factory visit.	Item	1		
S	Allow for profit,attendance and overhead(.....%) of the above item R	Item	1		
	Testing and Commissioning				
T	Allow sum for Argonite specified containers charged with Argonite gas at 300bar for testing and commissioning of the fire suppression syystem to the satisfaction of the Engineer.	Item	1		
U	External harddisk as "Transend 2TB portable external hard drive USB 3.0" or equivalent.	No	3		
V	Ream white photocopying paper A/4 80g/m2	No.	10		
W	Letter head quality paper, size A4, 80g/cm3, Conquerer Cream, 500 sheets	No.	10		
X	HP Leserjet Print Cartridge serial 26A No. CF226A	No.	5		
Y	Allow sum for client/user training of the Fire Suppression System.	Item	1		
	Sub-total C/F to the collection page				

**COLLECTION PAGE FOR FIRE SUPPRESSION FOR RESOURCE CENTRE AND
SERVER ROOM.**

Item	Description	Total
1	Brought forward from Page E-4	
2	Brought forward from Page E-5	
	Total Carried forward to Main Summary Page	

KIPPRA PROPOSED PARTITIONS OF SECOND FLOOR -BISHOP GARDEN TOWERS					
BOARDROOM ROOM AIR CONDITIONING WORKS					
Item	Description	Qty	Unit	Rate (Kshs)	Amount (Kshs)
	Board Room. Supply , Installation, testing and commissioning,				
A	The indoor unit shall be Ceiling Cassette type air-conditioning unit of cooling capacity of 5.3KW (18,000 Btu/hr). The air conditioning unit shall be supplied complete with room thermometer, room thermostat controls and remote control device. It shall charged with R410A refrigerant or any other non ozone depleting refrigerant. The unit shall be such that if the power supply goes off, it will start automatically after power is restored with three minute delay.The outdoor unit shall have matching capacity with the indoor unit. The unit shall be LG DUAL INVERTER TYPE Model ATUW18GPLS1 or equal and approved model.	No.	1		
	Refrigerant pipe works				
B	10 mm refrigeration liquid line pipe work including 25mm amaflex insulation	Lm	10		
C	15 mm refrigeration gas line pipe work including 25mm amaflex insulation	Lm	10		
	Refrigerant recharge				
D	Allow R410A refrigerant for initial charging air conditioning system	Item	1		
E	32mm dia. PVC condensate drain pipe workclass D including bends,clips,joints and tees in the running length of the pipe	Lm	10		
F	Power protection unit as Solatek or equal and approved.	No.	1		
G	75x50mm approved PVC trunking for concealing the refrigerant pipework.	Lm	10		
H	Allow for sealing and making good of all openings and any other builders work associated with the installation.	Item	1		
I	Allow for all electrical works including wiring and switches from the local isolator	Item	1		
J	Mounting Bracket for the outdoor unit complete with a cage and provided with purpose made protective stell iron angle frame and all other anchoring accessories including rawl bolts and anti vibration	Item	1		
K	Allow for testing and commissioning of the air conditioning installations to the satisfaction of the Engineer..	Item	1		
L	Wireless remote controller Wireless remote controller for the above indoor units	No.	1		
	Total carried forward to collection page				

COLLECTION PAGE FOR BOARDROOM AIR CONDITIONING

Item		Total
1	Brought forward from Page E-7	
	Total Carried forward to Main Summary Page	

KIPPRA PROPOSED PARTITIONS OF SECOND FLOOR -BISHOP GARDEN TOWERS					
SERVER ROOM.					
Item	Description	Unit	Qty	Rate (Kshs)	Amount (Kshs)
	SERVER ROOM.				
	<u>Split Air Conditioner</u>				
	Supply , Installation, testing and commissioning,				
A	A The indoor unit shall be High Wall type air-cooling unit of capacity 3.6KW (12,000 Btu/hr). The air conditioning unit shall be supplied complete with room thermometer, room thermostat controls and remote control device. It shall charged with R410A refrigerant or any other non ozone depleting refrigerant. The unit shall be such that if the power supply goes off, it will start automatically after power is restored with three minute delay. The units shall operate in duty and alternate operations mode with a timer. The outdoor unit shall have matching capacity with the indoor unit. The unit shall be LG DUAL INVERTER TYPE or equal and approved model.	No.	1		
	Refrigerant pipe works				
B	10 mm refrigeration liquid line pipe work including 25mm amaflex insulation	Lm	15		
C	15 mm refrigeration gas line pipe work including 25mm amaflex insulation	Lm	15		
	Refrigerant recharge				
D	Allow R410A refrigerant for charfing air conditioning	Item	1		
E	25mm dia. PVC condensate drain pipe workclass D including bends,clips,joints and tees in the running length	Lm	15		
F	Power protection unit/Surge protector as Solatek or equal and approved.	No.	1		
G	Condensate Drain pump to drain condensate from the above air conditioning units . The pump shall be as Aspen Condensate pump or equal and approved.	No.	2		
H	Allow for sealing and making good of all openings and any other builders work associated with the installation.	Item	1		
I	Allow for all electrical works including wiring and switches from the local isolator	Item	1		
J	Mounting Bracket for the outdoor unit complete with a cage and provided with purpose made protective stell iron angle frame and all other anchoring accessories including rawl bolts and anti vibration rubber mounting for the above air conditioning units	Item	1		
K	Allow sum for removal of 2no. Air conditioning unit and handover to client for safe keeping/relocation	Item	1		
	Testing and Commissioning				
L	Allow for testing and commissioning of the air conditioning installations to the satisfaction of the Engineer.	Item	1		
Total carried to collection page					

COLLECTION PAGE FOR SERVER ROOM AIR CONDITIONING

Item		Total
1	Brought forward from Page E-9	
	Total Carried forward to Main Summary Page	

MAIN SUMMARY PAGE

Item	Description	Total
1	Total brought forward from collection page For Fire Suppresion for Resource Centre and Server Room Collection Page E-6	
2	Total brought forward from BoardRoom Air Conditioning Collection Page E-8	
3	Total carried forward from Server Room Collection Page E-10	
	Total Carried forward to Grand Summary Page	

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.....

SCHEDULE OF UNIT RATES.

ITEM	DESCRIPTION	UNIT	RATE (KSh.)
1.	Water Fire Extinguisher -9KG	No.	
2.	Dry ABC chemical powder extinguisher-9KG	No.	
3.	C02 Fire Extinguisher -6kg	No.	
4.	Manual Alarm Bell	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).

ITEM	DESCRIPTION	MANUFACTURER	COUNTRY OF ORIGIN	REMARKS (Catalogue No. etc.)
1.	Ceiling Cassette (5.3 kw) Air Conditioning Unit			
2.	Wall/High Wall Mount Air Conditioning unit(3.6kw)			
3.	Argonite I-G55 Gas			
4.	GI Pipe schedule 40			
5.	Condensate Drain Pump			

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.

PROVISIONAL SUMS

<i>Item</i>	<i>Description</i>		<i>Amount</i>
	<u>PROVISIONAL SUMS</u>		
	<u>The contractor shall include in his tender the following to be deducted in whole or in part as directed by the Project Manager</u>		
A	Allow a provisional sum of Kenya Shillings One Million (Ksh 1,000,000/=) only for contingencies		1,000,000.00
B	Allow a provisional sum of Kenya Shillings Two Million (Ksh 2,000,000/=) only for Furniture		2,000,000.00
C	Allow a provisional sum of Kenya Shillings Three Hundred Thousand (Ksh 300,000/=) only for Signage		300,000.00
TOTAL FOR PROVISIONAL SUMS CARRIED TO MAIN SUMMARY			3,300,000.00

MAIN SUMMARY

ITEM	DESCRIPTION		SHS
	<u>PROPOSED OFFICE PARTITIONING FOR KIPPRA ON 2ND FLOOR, BISHOP GARDEN TOWERS, BISHOP RD – NAIROBI</u>		FOR OFFICIAL USE
	<u>MAIN SUMMARY</u>	<u>PAGE</u>	
1	PARTICULAR PRELIMINARIES	PP/10	
2	GENERAL PRELIMINARIES	GP/14	
3	BUILDERS WORK - SECOND FLOOR	2./12	
4	ELECTRICAL ENGINEERING WORKS	F/13	
5	MECHANICAL ENGINEERING WORKS	E/11	
6	PROVISIONAL SUMS	PS/1	
	TOTAL CARRIED TO FORM OF TENDER	KSHS	
	AMOUNT IN WORDS ,.....		
	CONTRACTORS NAME ,.....		
	ADDRESS ,.....		
	,.....		
	DATE ,.....		
	SIGNATURE ,.....		
	WITNESS'S NAME ,.....		
	ADDRESS ,.....		
	,.....		
	DATE ,.....		
	SIGNATURE,.....		
	MS/01		