

REPUBLIC OF KENYA
MINISTRY OF HEALTH
STATE DEPARTMENT FOR MEDICAL SERVICES
P.O. BOX 30016 – 00100
NAIROBI
TENDER DOCUMENT
FOR
PROPOSED CONSTRUCTION OF LEVEL 3A HOSPITAL IN
KHWISERO,
KAKAMEGA COUNTY
TENDER No. MoH/SDMS/OT/03/2024-2025
IFMIS NEGOTIATION No. 1667843
INVITATION DATE: 30th OCTOBER 2024
CLOSING/OPENING DATE: FRIDAY 8TH NOVEMBER 2024 11:00 AM

PROPOSED CONSTRUCTION OF LEVEL 3A HOSPITAL IN KHWISERO, KAKAMEGA COUNTY, FOR
MINISTRY OF HEALTH
W.P ITEM NO. D108 WE/KKM/2202 JOB NO. 11195A

TENDER DOCUMENT
TENDER NO: MOH/SDMS/OT/03/2024-2025

PROCURING ENTITY
MINISTRY OF HEALTH STATE DEPARTMENT OF
MEDICAL SERVICES P.O BOX 30016 – 00100
NAIROBI

PROJECT MANAGER **ARCHITECT WORKS**
SECRETARY **CHIEF ARCHITECT STATE DEPARTMENT FOR PUBLIC WORKS** STATE DEPARTMENT
FOR PUBLIC WORKS P.O. BOX 30743-00100 **P.O. BOX 30743-00100**
NAIROBI. **NAIROBI.**

QUANTITY SURVEYOR **ELECTRICAL ENGINEER CHIEF QUANTITY**
SURVEYOR CHIEF ELECTRICAL ENGINEER STATE DEPARTMENT FOR PUBLIC WORKS STATE
DEPARTMENT FOR PUBLIC WORKS P.O. BOX 30743-00100 **P.O. BOX 30743-00100** **NAIROBI.** **NAIROBI**

STRUCTURAL ENGINEER **MECHANICAL ENGINEER (B.S) CHIEF**
ENGINEER (STRUCTURAL) **CHIEF MECHANICAL ENGINEER STATE DEPARTMENT FOR PUBLIC**
WORKS **STATE DEPARTMENT FOR PUBLIC WORKS P.O. BOX 30743-00100** **P.O. BOX 30743-00100**
NAIROBI. **NAIROBI.**

INTERIOR DESIGNER CHIEF
DESIGNER STATE DEPARTMENT FOR PUBLIC WORKS P.O. BOX
30743-00100
NAIROBI.

OCTOBER, 2024

(W.P ITEM NO. D108 WE/KKM/2202 JOB NO. 11195A)

TENDER DOCUMENTS

Consisting

A	Contents page	(i)	
B	Special notes page	(ii)	
C	Standard Tender Documents for Procurement of Works: Section I: Instructions to Tenderers		Error!
	Bookmark not defined.		
	Section II: Tender Data Sheet (TDS)		6
	Section III: Evaluation and Qualification Criteria		6
	Section IV: Tendering Forms		0
	Section V: Bills of Quantities	60	
	Section VI: Specifications	73	
	Section VII: Drawings	73	
	Section VIII: General Conditions of Contract (GCC)	74	
	Section IX: Special Conditions of Contract (SCC)	130	
	Section X: Contract Forms	132	
D	Preambles and Pricing Notes	PN/1 - PN/2	
E	General Specifications	1 – 61	
F	Particular Preliminaries	PP/1 – PP/11	
G	General Preliminaries	GP/1 – GP/10	
H	Measured Builder's works:		
	1. Ground Floor	GF/1 – GF/11	
	2. First Floor	FF/1 – FF/15	
	3. Second Floor	SF/1 – SF/16	
K	External Works	ET/1	
L	Civil Works	CIV / 1 – CIV/13	
L	Electrical Installations	E/1 – E/20	
M	Mechanical Works		
N	Provisional Sums	PS/1	
P	Grand Summary	GS/1	
Q	Appendix		

REPUBLIC OF KENYA

**PROPOSED CONSTRUCTION OF LEVEL 3A HOSPITAL IN KHWISERO, KAKAMEGA COUNTY, FOR
MINISTRY OF HEALTH**

(W.P ITEM NO. D108 WE/KKM/2202 JOB NO. 11195A)

TENDER DOCUMENTS

Supplied as part of the Contract No.

Prepared by: -

**Quantities and Contract Department,
STATE DEPARTMENT FOR PUBLIC WORKS,
MINISTRY OF LANDS, PUBLIC WORKS, HOUSING AND URBAN DEVELOPMEN. P. O. Box
30743-00100, NAIROBI.**

These Tender Documents and the together with any amendments issued thereto shall be read and construed as part of the contract.

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.

TABLE OF CONTENTS

INVITATION TO TENDER	v
PART 1: TENDERING PROCEDURES	1
SECTION I - INSTRUCTIONS TO TENDERERS	1
A. GENERAL PROVISIONS.....	1
1.0 Scope of tender	1
2.0 Fraud and corruption	1
3.0 Eligible tenderers	1
4.0 Eligible goods, equipment, and services	3
5.0 Tenderer's responsibilities	3
B. CONTENTS OF TENDER DOCUMENTS	4
6.0 Sections of Tender Document	4
7.0 Clarification of Tender Document, Site Visit, Pré-tender Meeting	4
8.0 Amendment of Tender Documents	5
10.0 Language of Tender	5
11.0 Documents Comprising the Tender	5
12.0 Form of Tender and Schedules.....	6
13.0 Alternative Tenders	6
14.0 Tender Prices and Discounts	6
15.0 Currencies of Tender and Payment	6
16.0 Documents Comprising the Technical Proposal	7
17.0 Documents Establishing the Eligibility and Qualifications of The Tenderer	7
18.0 Period of Validity of Tenders	8
19.0 Tender Security	8
20.0 Format and Signing of Tender	9
D. SUBMISSION AND OPENING OF TENDERS	11
21.0 Sealing and Marking of Tenders	11
22.0 Deadline for Submission of Tenders	11
23.0 Late Tenders	11
24.0 Withdrawal, Substitution, and Modification of Tenders	11
25.0 Tender Opening	12
E. EVALUATION AND COMPARISON OF TENDERS	12
26.0 Confidentiality	12
27.0 Clarification of Tenders	12
29.0 Determination of Responsiveness	13
30.0 Non-material Non-conformities	13
31.0 Arithmetical Errors	14
33.0 Margin of Preference and Reservations	14
34.0 Nominated Subcontractors	14
35.0 Evaluation of Tenders	15
36.0 Comparison of tenders	15
37.0 Abnormally low tenders and abnormally high tenders	15
Abnormally Low Tenders	15
Abnormally high tenders	15
38.0 Unbalanced and/or front-loaded tenders	16

39.0	Qualifications of the tenderer	16
40.0	Lowest evaluated tender	16
41.0	Procuring entity's right to accept any tender, and to reject any oral tenders.	16
F. AWARD OF CONTRACT		17
42.0	Award criteria	17
43.0	Notice of intention to enter into a contract	17
44.0	Standstill Period	17
44.0	Standstill Period	17
45.0	Debriefing By The Procuring Entity	17
46.0	Letter of Award	17
47.0	Signing of Contract	17
48.0	Performance Security.....	17
49.0	Publication of Procurement Contract	18
50.0	Procurement related Complaint	18
SECTION II - TENDER DATA SHEET (TDS)		18
SECTION III - EVALUATION AND QUALIFICATION CRITERIA		22
1.	General Provisions	22
2.	Preliminary examination for Determination of Responsiveness	22
3.	Tender Evaluation	22
	Multiple Contracts	22
5.	Alternative Tenders	23
6.	Margin of Preference	23
7.	Post qualification and Contract Award	23
8.	QUALIFICATION FORM	25
SECTION IV –TENDERING FORMS		28
1.	FOREIGN TENDERERS 40% RULE	28
2.	Form EQU: EQUIPMENT	29
3.	FORM PER - 1:	30
4.	FORM PER - 2:	31
5.	TENDERERS QUALIFICATION WITHOUT PRE-QUALIFICATION	33
OTHER FORMS		43
1.	FORM OF TENDER	43
	a) TENDERER'S ELIGIBILITY- CONFIDENTIALBUSINESS QUESTIONNAIRE	46
	b) CERTIFICATE OF INDEPENDENTTENDERDETERMINATION	50
	c) SELF-DECLARATION FORM - SELF DECLARATION OFTHETENDERER	51
	d) APPENDIX 1 - FRAUD AND CORRUPTION	54

2.	FORM OF TENDER SECURITY - DEMANDBANKGUARANTEE	56
3.	FORM OF TENDER SECURITY (TENDER BOND)	57
4.	FORM OF TENDER-SECURING DECLARATION.	58
5.	APPENDIX TO TENDER	59
SECTION V – BILLS OF QUANTITIES		60
1.	PREAMBLES	63
2.	Bill No. 1 – Preliminary Items	67
3.	Bill No. 2: Work Items	38
4.	Bill No. 3: Schedule of Daywork Rates - Labour	69
	Bill No. 3: Schedule of Daywork Rates - Materials	70
6.	Bill No. 3: Schedule of Daywork Rates - Contractor's Equipment	71
7.	Bill No. 3: Daywork Summary	71
8.	Bill No. 4: Provisional Sums	72
9.	GRAND SUMMARY	72
SECTION VI - SPECIFICATIONS		73
SECTION VII - DRAWINGS		73
SECTION VIII - GENERAL CONDITIONS OF CONTRACT (GCC)		74
1.	General Provisions	74
2.	The Procuring Entity	80
3.	The Engineer	81
	The Contractor	83
5.	Nominated Subcontractors	91
6.	Staff and Labor.	92
7.	Plant, Materials and Workmanship	95
8.	Commencement, Delays and Suspension	97
9.	Tests on Completion	100
10.	Procuring Entity's Taking Over	100
11.	Defects Liability	102
12.	Measurement and Evaluation	104
	Variations and Adjustments	105
14.	Contract Price and Payment	109
15.	Termination by Procuring Entity	115
16.	Suspension and Termination by Contractor	117
17.	Risk and Responsibility	119
18.	Insurance	121
19.	Force Majeure	124
20.	Settlement of Claims and Disputes	126
Section IX - Special Conditions of Contract		130
SECTION X – CONTRACT FORMS		132

FORM No. 1 - NOTIFICATION OF INTENTION TO AWARD 133

FORM No. 2 - NOTIFICATION OF AWARD - LETTER OF ACCEPTANCE 135

FORM No. 3 – CONTRACT AGREEMENT 136

FORM No. 4 - PERFORMANCE SECURITY [Option 1 - Unconditional Demand Bank Guarantee] 137

FORM No. 5- PERFORMANCE SECURITY [Option 2 – Performance Bond] 138

FORM No. 6 – ADVANCE PAYMENT SECURITY 140

FORM No. 7 – RETENTION MONEY SECURITY 141

INVITATION TO TENDER

Date: 30th October 2024

PROCURING ENTITY: STATE DEPARTMENT FOR MEDICAL SERVICES

CONTRACT NAME AND DESCRIPTION: PROPOSED CONSTRUCTION OF LEVEL 3A HOSPITAL IN KHWISERO, KAKAMEGA COUNTY

1. The State Department for Medical Services invites sealed tenders for the construction of the *Proposed Construction of a Level 3 Hospital at Khwisero, Kakamega County.*
2. Tendering will be conducted under open competitive method **National** using a standardized tender document. Tendering is open to **all qualified and interested NCA 5 and above Tenderers.**
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.

Ministry of Health,
State Department for Medical Services,
P.O Box 30016-00100 Nairobi
Procurement Office 5th Floor, Room 514B
Afya House, Cathedral Road, Nairobi

4. Interested eligible candidates may obtain a complete set of tender documents with detailed qualification criteria at the State Department for Medical Services website: www.health.go.ke, [the Public Procurement Information Portal](#) and also at the **IFMIS portal: supplier.treasury.go.ke** and search using the **unique IFMIS Negotiation Number** provided against the tenders above
5. Interested eligible candidates may obtain further information and inspect tender documents at the Ministry of Health, State Department for Medical Services, P.O Box 30016-00100 Nairobi procurement office, 5th Floor, Room 514B Afya House, Cathedral Road, Nairobi (**Email:procurement@health.go.ke to facilitate any further clarifications or addendum**)

The tender is a **single contract package** comprised of the **of the following Three (3) volumes of requirements; -**

Item	Requirement Category	Volume No.
1	Main Works	Part 1
2	Electrical Works	Part 2
3	Mechanical Works	Part 3

The Main Works (Part 1) Contractor will be the Main Tenderer. The main tenderer MAY invite eligible subcontractors or joint venture partners participating in part 2 – 3 to form part of his tender. A copy of the agreement entered into by the joint venture partners shall be submitted with the tender.

The Main Tenderer will take the lead and shall be responsible for the sub-contractors or joint venture partners and will arrange for the mandatory Tender Security.

6. Tenders shall be quoted be in Kenya Shillings and shall include all taxes. Tenders shall remain valid for 126 days from the date of opening of tenders.
7. The Tender must be accompanied by a tender security of Kenya Shillings One Million. **(Kshs. 1,000,000.00)** from a reputable financial institution in Kenya valid for 30 days beyond the tender validity period.
8. The Tenderer shall chronologically serialize all pages of the tender documents submitted The Tenderer shall chronologically serialize all pages of the tender documents submitted.

9. Completed tenders must be submitted in the IFMIS Supplier Portal with select original tendering documents being dropped in the State Department's tender box as explained below in **paragraph 11(B&D) on or before Friday 8th November, 2024 at 11:00Am. Manual Submissions Will Not Be Accepted except for select original documents indicated in paragraph 11 B&D**
10. The Tenders will be opened immediately after the deadline date and time specified above or any deadline date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.
11. The addresses referred to above are:

A. **Address for obtaining further information and for Obtaining tender documents**

- 1) State Department for Medical Services P.O Box 30016-00100 Nairobi.
Supply Chain Management Office Afya House Nairobi 5th Floor, Room 514B
Email.Procurement@health.go.ke

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

- 1) Ministry of Health.
State Department for Medical Services IFMIS Tenders Portal: www.supplier.treasury.go.ke The
Principal Secretary State Department for Medical Services
P.O BOX (30016-00100)
Nairobi

Tenders are to be submitted online in the above IFMIS Platform but the originals of the **Form of Tender, Power of Attorney and Tender Security Must** be dropped to the Tender box located at the entrance of 1st floor Afya House in a single sealed envelope bearing the name and reference number of tender, addressed to the procuring entity and warning not to open before the date and time of tender opening

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

State Department for Medical Services
GTZ Board Room
Afya House Nairobi, Cathedral Road

D) Tenders are to be submitted online in the IFMIS Platform but the original of the following documents **MUST** be dropped to the Tender box located at the entrance of 1st floor Afya House in a single sealed envelope bearing the name and reference number of tender, addressed to the Principal Secretary, State Department for Medical Services and warning not to open before the date and time of tender opening.

1. Dully Filled Form of tender
 2. Power of Attorney
 3. Tender Security of **Kshs. 1,000,000.00** from a reputable financial institution in Kenya or Insurance Company approved by PPRA
12. Late tenders will be rejected.

THE PRINCIPAL SECRETARY STATE DEPARTMENT FOR MEDICAL SERVICES

PART I: 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 “in writing” 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 an other tenderer;
 - b) Receives or has received any director indirect subsidy from another tenderer;
 - c) Has the same legal representative as an other tenderer;
 - d) Has a relationship with an other tenderer, directly or through common third parties, that puts it in a position to influence the tender of an other tenderer, or influence the decisions of the Procuring Entity regarding this tendering process;
 - e) Any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods or works that are the subject of the tender;
 - f) Any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as a consultant for Contract implementation;
 - g) Would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the contract specified in this Tender Document;
 - h) Has a close business or personal relationship with senior management or professional staff of the Procuring Entity who has the ability to influence the bidding process and:
 - i) Are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract; or
 - ii) May be involved in the implementation or supervision of such Contract unless the conflicts stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.
- 3.4 A tenderer shall not be involved in corrupt, coercive, obstructive or fraudulent practice. A tenderer that is proven to have been involved in any of these practices shall be automatically disqualified
- 3.5 A Tenderer (either individually or as a JV member) shall not participate in more than one Tender, except for permitted alternative tenders. This includes participation as a subcontractor in other Tenders. Such participation shall result in the disqualification of all Tenders in which the firm is involved. Members of a joint venture may not also make an individual tender, be a sub-contractor in a separate tender or be part of another joint venture for the purposes of the same Tender. A firm that is not a tenderer or a JV member may participate as a subcontractor in more than one tender.
- 3.6 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT3.9. 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.
- 3.7 A Tenderer that has been debarred from participating in public procurement shall be ineligible to tender or be awarded a contract. The list of debarred firms and individuals is available from the website of PPRA www.ppra.go.ke.
- 3.8 A Tenderer that is a state-owned enterprise or a public institution in Kenya may be eligible to tender and be awarded Contract(s) only if it is determined by the Procuring Entity to meet the following conditions, i.e. if it is:
- i) A legal public entity of Government and/or public administration,
 - ii) financially autonomous and not receiving any significant subsidies or budget support from any public entity or Government, and;
 - (iii) Operating under commercial law and vested with legal rights and liabilities similar to any commercial enterprise to enable it compete with firms in the private sector on an equal basis.
- 3.9 Firms and individuals shall be ineligible if their countries of origin are:
- (a) As a matter of law or official regulations, Kenya prohibits commercial relations with that country;

- (b) By an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of 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 III - 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.

4.0 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.

5.0 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.

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

B. CONTENTS OF TENDER DOCUMENTS

6.0 Sections of Tender Document

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

- 6.2 The Invitation to Tender Notice issued by the Procuring Entity is not part of the Contract documents. Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the Tender document, responses to requests for clarification, the minutes of a pre-arranged site visit and those of the pre-Tender meeting (if any), or Addenda to the Tender document in accordance with ITT 10. In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail.
- 6.3 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the Tender Document and to furnish with its Tender all information and documentation as is required by the Tender document.

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

- 7.1 A Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the **TDS** or raise its enquiries during the pre-Tender meeting if provided for in accordance with ITT 7.2. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the **TDS** prior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender documents in accordance with ITT 7.4, including a description of the inquiry but without identifying its source. If so specified in the **TDS**, the Procuring Entity shall also promptly publish its response at the web page identified in the **TDS**. Should the clarification result in changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents following the procedure under ITT 8 and ITT 22.2.
- 7.2 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine and inspect the site(s) of the required contracts and obtain all information that may be necessary for preparing a tender. The costs of visiting the Site shall be at the Tenderer's own expense. The Procuring Entity shall specify in the **TDS** if a pre-arranged Site visit and or a pre-tender meeting will be held, when and where. The Tenderer's designated representative is invited to attend a pre-arranged site visit and a pre-tender meeting, as the case may be. The

purpose of the site visit and the pre-tender meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

- 7.3 The Tenderer is requested to submit any questions in writing, to reach the Procuring Entity not later than the period specified in the **TDS** before the meeting.
- 7.4 Minutes of a pre-arranged site visit and those of the pre-tender meeting, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents. Minutes shall not identify the source of the questions asked.
- 7.5 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.

8.0 Amendment of Tender Documents

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

C. PREPARATION OF TENDERS

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

15.0 Currencies of Tender and Payment

- 15.1** The currency (ies) of the Tender and the currency (ies) of payments shall be the same.
- 15.2** Tenderers shall quote entirely in Kenya Shillings. The unit rates and the prices shall be quoted by the Tenderer in the Bill of Quantities, entirely in Kenya shillings.
- a) A Tenderer expecting to incur expenditures in other currencies for inputs to the Works supplied from outside Kenya (referred to as “the foreign currency requirements”) shall (if so allowed in the **TDS**) indicate in the Appendix to Tender the percentage(s) of the Tender Price (excluding Provisional Sums), needed by the Tenderer for the payment of such foreign currency requirements, limited to no more than two foreign currencies.
- b) The rates of exchange to be used by the Tenderer in arriving at the local currency equivalent and the percentage(s) mentioned in (a) above shall be specified by the Tenderer in the Appendix to Tender and shall be based on the exchange rate provided by the Central Bank of Kenya on the date 30 days prior to the actual date of tender opening. Such exchange rate shall apply for all foreign payments under the Contract.
- 15.3** Tenderers may be required by the Procuring Entity to justify, to the Procuring Entity's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Schedule of Adjustment Data in the Appendix to Tender are reasonable, in which case a detailed break down of the foreign currency requirements shall be provided by Tenderers.

16.0 Documents Comprising the Technical Proposal

The Tenderer shall furnish a technical proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV, Tender Forms, and in sufficient 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 in formation on any changes to the information which was provided by the tenderer under ITT 6.4. The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.
- 17.7** All information provided by the tenderer pursuant to these requirements must be complete, current and accurate as at the date of provision to the Procuring Entity. In submitting the information required pursuant to these requirements, the Tenderer shall warrant that the information submitted is complete, current and accurate as at the date of submission to the Procuring Entity.
- 17.8** If a tenderer fails to submit the information required by these requirements, its tender will be rejected. Similarly, 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.
- 17.9** If information submitted by a tenderer pursuant to these requirements, or obtained by the Procuring Entity (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the tenderer in relation to the procurement or contract management process, then:
- i) If the procurement process is still ongoing, the tenderer will be disqualified from the procurement process, ii) if the contract has been awarded to that tenderer, the contract award will be set as depending 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 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

- 19.1** The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender Security as specified in the **TDS**, in original form and, in the case of a Tender Security, in the amount and currency **specified** in the **TDS**. A Tender-Securing Declaration shall use the form included in Section IV, Tender Forms.
- 19.2** If a Tender Security is specified pursuant to ITT 19.1, the Tender Security shall be a demand guarantee in any of the following forms at the Tenderer's option:
- I) cash;
 - ii) a bank guarantee;
 - iii) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority;
 - iv) a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya, from a reputable source, and an eligible country.
- 19.3** If an unconditional bank guarantee is issued by a bank located outside Kenya, the issuing bank shall have a correspondent bank located in Kenya to make it enforceable. The Tender Security shall be valid for thirty (30) days beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT 18.2.
- 19.4** If a Tender Security or Tender-Securing Declaration is specified pursuant to ITT 19.1, any Tender not accompanied by a substantially responsive Tender Security or Tender-Securing Declaration shall be rejected by the Procuring Entity as non-responsive.
- 19.5** If a Tender Security is specified pursuant to ITT 19.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the Contract and furnishing the Performance Security and any other documents required in the TDS. The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non-responsive or a bidder declines to extend tender validity period.
- 19.6** The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security, and any other documents required in the TDS.
- 19.7** The Tender Security may be forfeited or the Tender-Securing Declaration executed:
- a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Form of Tender, or any extension there to provided by the Tenderer; or
 - b) if the successful Tenderer fails to:
 - i) 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.
- 19.8** 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.
- 19.9** The Tender Security or the Tender-Securing Declaration of a JV shall be in the name of the JV that submits the Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of tendering, the Tender Security or the Tender-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITT 4.1 and ITT 11.2.
- 19.10** A tenderer shall not issue a tender security to guarantee itself.

20.0 Format and Signing of Tender

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

- 20.2** Tenderers shall mark as “CONFIDENTIAL” all information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 20.3** The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified in the **TDS** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.
- 20.4** Incase the Tenderer is a JV, the Tender shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 20.5** Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

D. SUBMISSION AND OPENING OF TENDERS

21.0 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.

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

22.0 Deadline for Submission of Tenders

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

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

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.

24.0 Withdrawal, Substitution, and Modification of Tenders

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

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

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

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

25. Tender Opening

- 25.1** Except in the cases specified in ITT 23 and ITT 24.2, the Procuring Entity shall publicly open and read out all Tenders received by the deadline, at the date, time and place specified **in the TDS**, in the presence of Tenderers' designated representatives who chooses to attend. Any specific electronic Tender opening procedures required if electronic Tendering is permitted in accordance with ITT 22.1, shall be as specified in the **TDS**.
- 25.2** First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelopes with the corresponding Tender shall not be opened but returned to the Tenderer. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.
- 25.3** Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.
- 25.4** Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.
- 25.5** Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Price, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security or Tender-Securing Declaration, if required; and any other details as the Procuring Entity may consider appropriate.
- 25.6** Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further for evaluation. The Form of Tender and pages of the Bill of Quantities (to be decided on by the tender opening committee) are to be initialed by the members of the tender opening committee attending the opening.
- 25.7** At the Tender Opening, the Procuring Entity's shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 23.1).
- 25.8** The Procuring Entity shall prepare minutes of the Tender Opening that shall include, as a minimum: -
- a) the name of the Tenderer and whether there is a withdrawal, substitution, or modification;
 - b) the Tender Price, per lot (contract) if applicable, including any discounts;
 - c) any alternative Tenders;
 - d) the presence or absence of a Tender Security, if new as required;
 - e) number of pages of each tender document submitted.
- 25.9** The Tenderers' representatives who are present shall be requested to sign the minutes. The omission of a Tenderer's signature on the minutes shall not invalidate the contents and effect of the minutes. A copy of the tender opening register shall be distributed to all Tenderers.

E. EVALUATION AND COMPARISON OF TENDERS

26. Confidentiality

- 26.1** Information relating to the evaluation of Tenders and recommendation of contract award shall not be disclosed to 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.

- 26.2 Any effort by a Tenderer to influence the Procuring Entity in the evaluation of the Tenders or Contract award decisions may result in the rejection of its tender.
- 26.3 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**.

33.0 Margin of Preference and Reservations

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

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

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

- 33.4** Where it is intended to reserve a contract to 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.

34.0 Nominated Subcontractors

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

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

34.3 Domestic subcontractor's qualifications shall not be used by the Tenderer to qualify for the Works unless their specialized parts of the Works were previously designated so by the Procuring Entity in the **TDS** 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 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 an abnormally 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,

39.0 Qualifications of the tenderer

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

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

39.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the 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.

40.0 Lowest evaluated tender

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

- a) 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.

43.0 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;

44.0 Stand still Period

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

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

45.0 Debriefing by The Procuring Entity

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

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

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

47.0 Signing of Contract

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

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

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

48.0 Performance Security

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

48.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security and 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.

48.3 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 Complaint

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

SECTION II - TENDER DATA SHEET

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

A. GENERAL	
	The name of the Contract is: PROPOSED CONSTRUCTION OF LEVEL 3A HOSPITAL IN KHWISERO, KAKAMEGA COUNTY
	The reference number of the contract is: MOH/SDMS/OT/03/2024-2025 IFMIS Negotiation No.1667843

ITT 1.1	The number and identification of Lots (contracts) comprising this tender are: <i>Not applicable</i>
ITT 2.3	The information made available on competing firms is as per the tender document and bill of quantities
ITT 2.4	The firms that provided consultancy services for the contract being tendered for are: STATE DEPARTMENT FOR PUBLIC WORKS, P.O.BOX 30743-00100 NAIROBI
ITT 3.1	The maximum number of members in a Joint Venture (JV) shall be: THREE (3)

B. Contents of Tender Document	
ITT 7.1	<p>(i) The Tenderer will submit any request for clarifications in writing at the Address: Principal Secretary, State Department for Medical Services ,P.O Box 30016-00100 Nairobi Email: procurement@health.go.ke</p> <p>To reach the Procuring Entity not later than three(3) days before the deadline for submission of tenders</p> <p>(ii) The Procuring Entity shall publish its response at the website <u>www.health.go.ke</u></p>
ITT 7.2	<p>(A) A pre-arranged pretender site visit [<i>insert "shall" or "shall not"</i>] take place at the following date, time and place: <u>The tenderer may at their own cost visit site on any official working day during office hours before the deadline for submission of tenders</u></p> <p>Date: _____ Time: _____ Place: _____</p> <p>(B) Pre-Tender meeting [<i>insert "shall" or "shall not"</i>] take place at the following date, time and place: <u>There will be no pre-tender meeting</u></p> <p>Date: _____ Time: _____ Place: _____</p>
ITT 7.3	The Tenderer will submit any questions in writing, to reach the Procuring Entity not later than <u>three(3) days before tender submission</u>
ITT 7.5	The Procuring Entity's website where Minutes of the pre-Tender meeting and the prearranged pretender will be published is: <u>Not Applicable</u>
C. Preparation of Tenders	

ITT 11.1 (h)	The Tenderer shall submit the following additional documents in its Tender: <i>The list of documents is as per the evaluation criteria.</i>
ITT 13.1	Alternative Tenders shall not be considered.
ITT 13.2	Alternative times for completion <i>shall not be</i> permitted.
ITT 13.4	Alternative technical solutions shall be permitted for the following parts of the Works: <i>Not applicable</i>
ITT 14.5	The prices quoted by the Tenderer shall be: <i>Fixed</i>
ITT 15.2 (a)	Foreign currency requirements <i>not allowed.</i>
ITT 18.1	The Tender validity period shall be <u>One Hundred and Twenty-Six (126)</u> days.
ITT 18.3	(a) The Number of days beyond the expiry of the initial tender validity period will be Thirty (30) days.
ITT 19.1	Tender shall provide a Tender Security. The type of Tender security shall be <i>Bank or Insurance guarantee</i> in the amount of Kenya shillings One Million (Kshs 1,000,000.00) in the prescribed format valid for 156 days from the tender opening date.

	Bidders will be required to submit an original tender security together with the tender document.
ITT 20.1	In addition to the original of the Tender, the number of copies is: <i>see Instructions in invitation to tender</i>
ITT 20.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of <u>Power of Attorney certified by a Commissioner of Oaths.</u>
D. Submission and Opening of Tenders	
ITT 22.1	<p>A) For Tender submission purposes the Procuring Entity's address is:</p> <p>The Principal Secretary</p> <p>State Department for Medical Services</p> <p>Afya House, Cathedral Road</p> <p>P.O. BOX 30016-00100 Nairobi, Kenya</p> <p>Completed tenders to be submitted through the IFMIS SUPPLIER PORTAL: www.supplier.treasury.go.ke. Manual Submissions will not be accepted except for the select specified documents as provided in the invitation to tender</p> <p>(B)Date and time for submission of Tenders: Friday 8th November ,2024 at 11.00 Am</p>
ITT 25.1	<p>The Tender opening shall take place at:</p> <p>State Department for Medical Services.</p> <p>P.O Box 30016-00100 Nairobi</p> <p>GTZ Board Room</p> <p>Afya House Nairobi, Cathedral Road</p> <p>Tender opening date and time will be on Friday 8th November ,2024 at 11.00 Am (East Africa Time)</p>
ITT 25.1	Tenders to be submitted electronically through the IFIMS Supplier Portal www.supplier.treasury.go.ke .: <i>The submitted tenders will be confirmed vide a projection from the portal online</i>
ITT 25.5	The number of representatives of the Procuring Entity to sign is: <i>As required under the Public Procurement and Asset Disposal Act 2015</i>

E. Evaluation, and Comparison of Tenders

ITT 30.3	The adjustment shall be based on the " <i>average</i> " price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, the Procuring Entity shall use its best estimate.
ITT 31.2	The error shall be considered a major deviation that leads to disqualification of the tender if the percentage of the error (error over the tender price quoted) is: More than 5% of the Quoted Sum.
ITT 32.0	The currency that shall be used for Tender Evaluation and comparison purposes to convert at the selling exchange rate all Tender prices expressed in various currencies into a single currency is Kenya Shillings
ITT 33.2	A margin of preference <i>shall not</i> apply.
ITT 33.4	The invitation to tender is extended to the following group that qualify for Reservations All eligible and interested tenderers
ITT 34.1	At this time, the Procuring Entity <i>does not intend</i> 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: 40 % <i>of the total contract amount</i> . Tenderers planning to subcontract more than 40% 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	The parts of the Works for which the Procuring Entity permits Tenderers to propose Specialized Subcontractors are designated as follows: <i>Mechanical Works</i> <i>Electrical Works</i> 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.
ITT 35.2 (d)	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: 1. Program of Works / Progress Chart 2. Requisite Insurances
ITT 48.2	Additional requirements are: Not applicable

ITT 49.1

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.

If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to: procurement@health.go.ke

Title/position: *Principal Secretary*

Procuring Entity: *Ministry of Health, State Department for Medical Services*

Email address: *procurement@health.go.ke*

In summary, a Procurement-related Complaint may challenge any of the following (among others):

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

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

1.0 GENERAL PROVISIONS

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

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

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

1.2 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 ESPONSIVENESS

The Procuring Entity will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements of "Part 2 – Procuring Entity's Works Requirements", including checking for tenders with unacceptable errors, abnormally low tenders, abnormally high tenders and tenders that are front loaded. The Standard Tender Evaluation Report for Goods and Works for evaluating Tenders provides clear guidelines on how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination will be considered irresponsive and will not be considered further.

EVALUATION AND QUALIFICATION CRITERIA

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

1. Preliminary examination
2. Technical Examination.
3. Financial Evaluation.

4. Recommendation for award

A. PRELIMINARY EVALUATION

The Following is the Preliminary / Mandatory Evaluation Criteria

No	Requirement	Condition
1	Copy of certificate of Registration/Incorporation or partnership deed to show that the applicant is a registered company and legally authorized to do business in Kenya.	Must Meet
2	A valid and current KRA tax compliance certificate or its equivalent in the country of origin including for sub-contractors if any	Must Meet
3	Copy of valid registration certificate issued by the National Construction Authority (NCA) as follows; - Main & Civil Works – NCA 5 and above The registration certificates Must be accompanied by Valid NCA practicing licenses.	Must Meet
4.	Tender Security amounting to Ksh.1, 000,000/- in the prescribed format valid for 156 days from the tender opening date.	Must Meet
5	A written power of Attorney authorizing the signatory of the tender to commit the Tenderer to the procurement proceedings	Must Meet
6.	A joint venture (or sub contract) agreement between parties if applicable	Must Meet
7.	Copy of CR 12 not more than six (6) months from the date of issuance.	Must Meet
8.	Tender Document to be sequentially serialized from the first to the last page including all the attachments in numerical digits' format.	Must Meet
9.	Copy of Valid Business Permit	Must Meet
10.	Duly filled, signed and stamped form of tender	Must Meet
11.	Duly filled certificate of independent tender determination	Must Meet
12	Duly filled Form SD 1	Must Meet
13	Duly filled Form SD 2	Must Meet
14	Duly filled Form on declaration and commitment to the code of ethics	Must Meet
15	Duly filled confidential business questionnaire	Must Meet

NB: Bidders who do not meet any of the above requirements will be disqualified and shall not be evaluated further

B. TECHNICAL EVALUATION

The following is the technical qualification requirement – The Tenderer to also refer to the Qualification form

i) Evaluation of the Main Works

S/No	Requirement	Comment
1	Work Plan <input type="checkbox"/> Resourced work program in the form of a Gantt chart	Must Meet

2	<p>Copies of the following documents as proof of access to liquid assets of not less than Kshs.30 Million or capacity to have a minimum cash flow of Kshs 30 million and above. This shall be evidenced by any of the following:</p> <ol style="list-style-type: none"> 1. Letter showing line of credit from an approved financial institution specific to this project and indicating the amount available. 2. Overdraft facility from a commercial bank specifically for this project and indicating the amount to be availed. 3. Current bank statement for the last six months 	Must Meet
S/No	Requirement	Comment
3	<p>Qualifications and technical experience of site personnel to manage and execute the works on the site.</p> <p>Bidders shall submit the following documents which shall be certified by the employer as true copies of the original to be used for evaluation:</p> <ul style="list-style-type: none"> • Copies of academic certificates • Copies of professional certificates • Copies of current practicing license • Curriculum vitae signed by the nominee • A written undertaking signed by the nominee confirming his/her availability to carry out the assignment upon winning the bid. The written undertaking shall be addressed to Principal Secretary, State Department for Medical Services and must be specific to this tender <p>Project Manager</p> <ol style="list-style-type: none"> 1. Bachelors in any of the following: Architecture, Quantity Surveying, Construction Project Management/Building Construction or Structural Engineering field. 2. Registered Professional with the respective registration bodies E.g. Civil Engineer with Engineers Board of Kenya (EBK) and Architecture, Quantity Surveying, Construction Project Management with Board of Registration of Architects & Quality Surveyors (BORAQS). Must have a valid practicing license - Mandatory 3. General Experience – Minimum Seven (7) years. 4. Specific experience on Construction of building works – 5 years. <p>Assistant Project Manager</p> <ol style="list-style-type: none"> 1. Bachelors in any of the following: Architecture, Quantity Surveying, Construction Project Management/Building Construction or Structural Engineering field. 2. General Experience – Minimum Five (5) years. 3. Specific experience on Construction of building works – 3 years. <p>Site Foreman</p> <ol style="list-style-type: none"> 1. Diploma in Construction/Building Management. 2. Experience – Minimum Seven (7) years 	Must Meet
4	Average annual turnover of not less than Kshs.300 Million for the last three consecutive years as demonstrated by the submitted Audited Accounts for the last three(3) years	Must Meet

5	Company past works experience in the last 5 years Proof of at least Three (3) similar works in general building works, costing not less than Kshs. 40 million (Kenya Shillings Forty Million) on average previously undertaken in the last five years. Bidder shall attach copies of the following: <ol style="list-style-type: none">1. Letters of Award or,2. Signed Contract and Completion Certificate for the respective projects. or If project is ongoing it must be at least 70% complete. Bidder to attach copies of interim payment certificates.	Must Meet
---	--	-----------

S/No	Requirement	Comment
7	<p>Equipment and Machinery demonstrate access to the following key minimum equipment (invoices, receipts, or hire agreement) necessary to undertake the work;</p> <ol style="list-style-type: none"> 1. 200 Litre Concrete Mixers – One (1) 2. Concrete Poker Vibrator – Two (2) 3. Lorries – Two (2) 4. Tippers – Two (2) 5. Pick Ups – Two (2) 6. Backhoe Loader – One (1) <p>Notes</p> <ul style="list-style-type: none"> <input type="checkbox"/> If the equipment is owned, must provide CLEAR copies of log book or proof of ownership; <input type="checkbox"/> If equipment is hired or leased Provide a commitment letter from the lessor of the equipment addressed to the Principal Secretary, State Department for Medical Services 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; <input type="checkbox"/> The equipment listed shall be available on site when required 	Must Meet
8	Site visit attendance is highly recommended. However, it is not mandatory and will not be an evaluation criterion.	

C. FINANCIAL EVALUATION

Upon completion of the technical evaluation a detailed financial evaluation shall follow. The financial evaluation shall proceed in the manner described in the Public Procurement and Disposal Act (2015) of the laws of Kenya and the Public Procurement and Disposal Regulations, 2022.

The financial evaluation shall be in **three stages**;

- a) Checking for arithmetic errors
- b) Comparison of Rates; and
- c) Consistency of the Rates.

A) Arithmetic errors

Arithmetic Errors will be corrected as follows:-

- i) In the event of a discrepancy between the amount as stated in the form of tender and the corrected tender figure in the main summary of the Bills of Quantities, the amount in the Form of Tender shall prevail. Pursuant to section 82 of the Public Procurement and Asset Disposal Act 2015, 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
- ii) Tenderers with arithmetic errors shall automatically be disqualified and shall not be evaluated further.

B) Comparison of rates-

Items that are underpriced or overpriced may indicate potential for non-delivery and front loading respectively. The committee shall promptly write to the tenderer through the Head of Procurement asking for detailed breakdown of costs for any of the quoted items, relationship between those prices, proposed construction/installation methods and schedules.

The evaluation committee shall evaluate the responses and make an appropriate recommendation to the procuring entity giving necessary evidence. Such recommendations may include but not limited to:

- a) Recommend no adverse action to the tenderer after a convincing response;
- b) Employer requiring that the amount of the performance bond be raised at the expense of the successful tenderer to a level sufficient to protect the employer against potential losses;
- c) Recommend non-award based on the response provided and the available demonstrable evidence that the scope, quality, completion timing, administration of works to be undertaken by the tenderer, would adversely be affected or the rights of the employer or the tenderers obligations would be limited in a substantial way.

C) Consistency of the Rates

The evaluation committee will compare the consistency of rates for similar items and note all inconsistencies of the rates for similar items.

The financial evaluation will be based on the **lowest evaluated price**.

3.0 ENDER EVALUATION (ITT 35)

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

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

4.0 MULTIPLE CONTRACTS

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

OPTION 1

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

OPTION 2

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

5.0 ALTERNATIVE TENDERS (ITT 13.1)

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

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

6.0 MARGIN OF PREFERENCE

6.1 If the TDS so specifies, the Procuring Entity will grant a margin of preference of fifteen percent (15%) to be loaded on evaluated prices of the foreign tenderers, where the percentage of share holding of Kenyan citizens is less than fifty-one percent (51%). 6.2 Contractors shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a particular contractor or group of contractors qualifies for a margin of preference.

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

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

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

7. POST QUALIFICATION AND CONTRACT AWARD (ITT 39), MORE SPECIFICALLY,

- a) In case the tender was subject to post-qualification, the contract shall be awarded to the lowest evaluated tenderer, subject to confirmation of pre-qualification data, if so required.
- b) In case the tender was not subject to post-qualification, the tender that has been determined to be the lowest evaluated tenderer shall be considered for contract award, subject to meeting each of the following conditions.
 - i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow of Kenya Shillings **30,000,000.00**.
 - ii) Minimum average annual construction turnover of Kenya Shillings **300,000,000.00**, equivalent calculated as total certified payments received for contracts in progress and/or completed within the last **three (3)** years.
 - iii) At least **three (3)** of contract(s) of a similar nature executed within Kenya, or the East African Community or a broad, that have been satisfactorily and substantially completed as a prime contractor, or joint venture member or sub-contractor each of minimum value Kenya shillings **70,000,000.00** equivalent.
 - iv) Contractor's Representative and Key Personnel, which are specified as

No.	Position	Qualification	Total Work Similar Experience (years)
-----	----------	---------------	---------------------------------------

1	Project Manager	Bachelor's degree in Architecture, Quantity Surveying, Construction Management or Civil / Structural	7
2	Assistant Project Manager	Bachelor's degree in Architecture, Quantity Surveying, Construction Management or Civil / Structural	5
3	Foremen	Diploma in Construction/Building Management	7

The Tenderer shall provide details of the Key Personnel and such other Key Personnel that the Tenderer considers appropriate, together with their academic qualifications and work experience. The Tenderer shall complete the relevant Forms in Section IV, Tendering Forms.

- v) Contractors key equipment listed on the table "Contractor's Equipment" below and more specifically listed as *[specify requirements for each lot as applicable]* _____
- vi) Other conditions depending on their seriousness.

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

Tenderer and each member of JV in case the Tenderer is a JV, shall demonstrate that Non-performance of a contract did not occur because of the default of the Tenderer, or the member of a JV in the last **ten (10) years**. The required information shall be furnished in the appropriate form.

b) **Pending Litigation**

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

c) **Litigation History**

There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last **10 years**. All parties to the contract shall furnish the information in the appropriate form about any litigation or arbitration resulting from contracts completed or on going under its execution over the years specified. A consistent history of awards against the Tenderer or any member of a JV may result in rejection of the tender.

QUALIFICATION FORM SUMMARY – BIDDERS TO USE THE CRITERIA GIVEN IN NO.2 ABOVE IN CONJUNCTION WITH THE BELOW SUMMARY AND ALL THE TENDERING FORMS REFERRED HEREIN

1	2	3	4	5
Item No.	Qualification Subject	Qualification Requirement	Document To be Completed by Tenderer	For Procuring Entity's Use (Qualification met or Not Met)
1	Nationality	Nationality in accordance with ITT 3.6	Forms ELI - 1.1 and 1.2, with attachments	
2	Tax Obligations for Kenyan Tenderers	Has produced a current tax clearance certificate or tax exemption certificate issued by Kenya Revenue Authority in accordance with ITT 3.14.	Attachment	
3	Conflict of Interest	No conflicts of interest in accordance with ITT 3.3	Form of Tender	
4	PPRA Eligibility	Not having been declared ineligible by the PPRA as described in ITT 3.7	Form of Tender	
5	State- owned Enterprise	Meets conditions of ITT 3.8	Forms ELI - 1.1 and 1.2, with attachments	
6	Goods, equipment and services to be supplied under the contract	To have their origin in any country that is not determined ineligible under ITT 4.1	Forms ELI - 1.1 and 1.2, with attachments	
7	History of Non-- Performing Contracts	Non-performance of a contract did not occur as a result of contractor default since 1 st January 2018.	Form CON-2	

8	Suspension Based on Execution of Tender/Proposal Securing Declaration by the Procuring Entity	Not under suspension based on-execution of a Tender/Proposal Securing Declaration pursuant to ITT 19.9	Form of Tender	
9	Pending Litigation	Tender's financial position and prospective long-term profitability still sound according to criteria established in 3.1 and assuming that all pending litigation will NOT be resolved against the Tenderer.	FormCON-2	

1	2	3	4	5
Item No.	Qualification Subject	Qualification Requirement	<i>Document To be Completed by Tenderer</i>	<i>For Procuring Entity's Use (Qualification met or Not Met)</i>
10	Litigation History	No consistent history of court/arbitral award decisions against the tenderer since 1st January 2013	Form CON - 2	
11	Financial Capabilities	<p>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 30,000,000.00 equivalent for the subject contract(s) net of the Tenderer's other commitments.</p> <p>i) The Tenderers shall also demonstrate, to the satisfaction of the Procuring Entity, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.</p> <p>ii) The audited balance sheets or, if not required by the laws of the Tenderer's country, other financial statements acceptable to the Procuring Entity, for the last three (3) years shall be submitted and must demonstrate the current soundness of the Tenderer's financial position and indicate its prospective long-term profitability.</p>	Form FIN - 3.1, with attachments	
12	Average Annual Construction Turnover	Minimum average annual construction turnover of Kenya Shillings 300,000,000.00 , equivalent calculated as total certified payments received for contracts in progress and/or completed within the last three (3) years , divided by three (3) years	Form FIN - 3.2	

1	2	3	4	5
Item No.	Qualification Subject	Qualification Requirement	<i>Document To be Completed by Tenderer</i>	<i>For Procuring Entity's Use (Qualification met or Not Met)</i>
13	General Construction Experience	Experience under construction contracts in the role of prime contractor, JV member, sub-contractor, or management contractor for at least the last five (5) years , starting 1st January 2016	4. Form EXP - 4.1 Experience	

14	Specific Construction & Contract Management Experience	<p>A minimum number of Three (3) similar contracts specified below that have been satisfactorily and substantially completed as a prime contractor, joint venture member, management contractor or subcontractor between 1st January 2018 and tender submission deadline i.e.</p> <p>.. .. (number) contracts, each of minimum value Kenya shillings 40,000,000.00 equivalent.</p> <p><i>[In case the Works are to be tender as individual contracts under multiple contract procedure, the minimum number of contracts required for purposes of evaluating qualification shall be selected from the options mentioned in ITT 35.4}</i></p> <p>The similarity of the contracts shall be based on the following: <i>[Based on Section VII, Scope of Works, specify the minimum key requirements in terms of physical size, complexity, construction method, technology and/or other characteristics including part of the requirements that may be met by specialized subcontractors, if permitted in accordance with ITT 34.3}</i></p>	Form EXP 4.2(a)	
----	--	---	-----------------	--

SECTION IV - TENDERING FORMS

QUALIFICATION FORMS

1. FOREIGN TENDERERS 40%RULE

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

ITEM	Description of work item	Description of 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				

6				
	TOTAL COST OF LOCAL CONTENT			
	PERCENTAGE OF CONTRACT PRICE			
E	ADD ANY OTHER ITEM			
1				
2				
3				
4				
5				

2.

FORM EQU: EQUIPMENT

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

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
	Current location	
Current		
	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.

4. 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>

FORM PER - 2:

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

Name of Tenderer

Position^[#1] {title of position from Form PER-1

Personnel information	Name:	Date of birth:
	Address:	E-mail:

Professional qualifications:

Academic qualifications:

Language proficiency: [language and levels of speaking, reading and writing skills]

Details	Address of Procuring Entity:	
	Telephone:	Contact (mail/phone/fax):
	Fax:	Years with project:
	Jobtitle:	

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

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

6.

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): _____

Counter signature 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.

5.1 FORM ELI -1.1 Tenderer Information Form

Date: _____

ITT No. and title: _____

Tenderer's name
In case of Joint Venture (JV), name of each member:
Tenderer's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Tenderer's actual or intended year of incorporation:
Tenderer's legal address [in country of registration]:
Tenderer's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
<p>1. Attached are copies of original documents of</p> <ul style="list-style-type: none"><input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 3.6<input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 3.5<input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITT 3.8, documents establishing:<ul style="list-style-type: none">• Legal and financial autonomy• Operation under commercial law• Establishing that the Tenderer is not under the supervision of the Procuring Entity <p>2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.</p>

5.2 FORM ELI -1.2

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

Date: _____

ITT No. and title: _____

Tenderer's JV name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
<p>1. Attached are copies of original documents of</p> <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, a list of Board of Directors, and the beneficial ownership.

5.3 FORM CON -2

Historical Contract Non-Performance, Pending Litigation and Litigation History

Tenderer's Name: _____ Date: _____

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

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

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

Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and Kenya Shilling equivalent)
<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			
<input type="checkbox"/> No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4. <input type="checkbox"/> Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below.			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: <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.

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 equ				
	Year1	Year2	Year3	Year4	Year5
Statement of Financial Position (Information from					
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*

5.45.4.2 FORM FIN Sources of Finance– 3.1:

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

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

5.4.3 Financial documents

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

- a) reflect the financial situation of the Tenderer or in case of JV member, and not an affiliated entity (such as parent company or group member).
 - b) Be independently audited or certified in accordance with local legislation.
 - c) Be complete, including all notes to the financial statements.
 - d) Correspond to accounting periods already completed and audited.
- Attached are copies of financial statements¹ for the ___years required above; and complying with the requirements.

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

5.5 FORM FIN – 3.2:

Average Annual Construction Turnover

Tenderer's Name: _____

Average Annual Construction Turnover *			

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>		

Date: _____

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

5.6 FORMFIN-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 contractor contracts as specified in Section III, Evaluation and Qualification Criteria.

Financial Resources		
No.	Source of financing	Amount (Kenya Shilling equivalent)
1		
2		
3		
4		

5.5 FORM FIN – 3.2:

5.7 FORMFIN-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: _____	
--	--	--	--

5.5 FOR I FIN 2:		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:				
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.

Year1			
Year 2			
Year 3			
Year 4			
Procuring Entity's Name:			
Address: Telephone/fax number E-mail:			
Description of the key activities in accordance with Sub-Factor 4.2(b) of Section III:			

² If applicable

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)	

OTHER FORMS

6. FORM OF TENDER

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

INSTRUCTIONS TO TENDERERS

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

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.

- i) No reservations: We have examined and have no reservations to the tender document, including Addenda issued in accordance with ITT 28;
- ii) Eligibility: We meet the eligibility requirements and have no conflict of interest in accordance with ITT 3

and 4;

- iii) Tender - Securing Declaration: We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing or Proposal-Securing Declaration in the Procuring Entity's Country in accordance with ITT 19.8;
- iv) Conformity: We offer to execute in conformity with the tendering documents and in accordance with the implementation and completion specified in the construction schedule, the following Works: *[insert a brief description of the Works]*;
- v) Tender Price: The total price of our Tender, excluding any discounts offered in item 1 above is: *[Insert one of the options below as appropriate]*
- vi) Option 1, in case of one lot: Total price is: *[insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies]*; or

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 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 no tin any conflict to interest.
 - (b) Certificate of Independent Tender Determination - to declare that we completed the tender without colluding with other tenderers.
 - (a) Self-Declaration f 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

1	Name of the Procuring Entity	
2	Reference Number of the Tender	
3	Date and Time of Tender Opening	
4	Name of the Tenderer	
5	Full Address and Contact Details of the Tenderer.	1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address 7. Name and email of contact person.
6	Current Trade License Registration Number and Expiring date	
7	Name, country and full address (postal and physical addresses, email, and telephone number) of Registering Body/Agency	
8	Description of Nature of Business	

9	Maximum value of business which the Tenderer handles.	
10	State if Tenders Company is listed in stock exchange, give name and full address (<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		Citizenship	% Shares owned	
1					
2					
3					

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

i) Private or public Company ____ ii) State the nominal and issued capital of the Company__

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

iii) Give details of Directors as follows.

	Names of Director		Citizenship	% Shares owned	
1					
2					
3					

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

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

If yes, provide details as follows.

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

(ii) **Conflict of interest disclosure**

	Type of Conflict	Disclosure YES ORNO	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			
8			
9			



Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
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.		
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/Direct or 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 theafore said Bidder, its servants and/or agents/sub contractors 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.

2.2 Kenya's public procurement and asset disposal act (*no. 33 of 2015*) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, 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 subcontract 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 is representation, 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 award⁵ 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, Subconsultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect⁶ all accounts, records and other documents relating

⁵ For the avoidance of doubt, a party's in eligibility to be awarded a contract shall includee, 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.

⁶ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Investigating Authority or persons appointed by the Procuring Entity to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's

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.

2. FORM OF TENDER SECURITY-DEMAND BANK GUARANTEE

Beneficiary: _____

Request for Tenders No:

Date: _____

TENDER GUARANTEE No.: _____

Guarantor: _____

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

successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period.

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

[signature(s)]

4. FORM OF TENDER SECURITY (TENDER BOND)

[The Surety shall fill in this Tender Bond Form in accordance with the instructions indicated.] BOND NO. _____

1. BY THIS BOND *[name of tenderer]* as Principal (hereinafter called “the Principal”), and *[name, legal title, and address of surety]*, **authorized to transact business in** *[name of country of Purchaser]*, as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[name of Purchaser]* as Obligee (hereinafter called “the Purchaser”) in the sum of *[amount of Bond]**[amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and as signs, jointly and severally, firmly by these presents.
2. WHERE AS the Principal has submitted or will submit a written Tender to the Purchaser dated the _____ day of _____, 20, for the supply of *[name of Contract]* (herein after called the “Tender”).
3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:
 - a) Has with drawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender (“the Tender Validity Period”), or any extension there to provided by the Principal; or
 - b) Having been notified of the acceptance of its Tender by the Purchaser during the Tender Validity Period or any extension there to 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 Purchaser's Tendering document. then the Surety undertakes to immediately pay to the Purchaser up to the above amount upon receipt of the Purchaser's first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser shall state that the demand arises from the occurrence of any of the above events, specifying which event (s) has occurred.

4. The Surety here by agrees that its obligation will remain in full force and effect upto and including the date 30 days after the date of expiration of the Tender Validity Period set forth in the Principal's Letter of Tender or any extension thereto provided by the Principal.
5. IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this day of__20.

Principal: _____ Surety: _____
 Corporate Seal (*where appropriate*)

(Signature)
(Printed name and title)

(Signature)
(Printed name and title)

4. 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 Iam /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

5. Appendix to Tender

Schedule of Currency requirements

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

<i>Name of currency</i>	<i>Amounts payable</i>
Local currency:_____	
Foreign currency #1:_____	
Foreign currency #2:_____	
Foreign currency #3:_____	

Provisional sums expressed in local currency

[To be entered by the Procuring Entity]

PART II - WORKS REQUIREMENTS

SECTION V - BILLS OF QUANTITIES

A. Notes and Sample Items for Preparing a Bill of Quantities

1. These Notes for Preparing a Bill of Quantities are intended only as information for the Procuring Entity or the person drafting the Tender Documents. Priced Bills of Quantities shall be part and parcel of the Contract Documents.
2. The objectives and purpose of the Bills of Quantities are to provide sufficient information on the specifications, descriptions and quantities of Works to be performed to enable tenders to be prepared efficiently and accurately and when a contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed. In order to attain these objectives, Works should be itemized in the Bill of Quantities insufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Bill of Quantities should be as simple and clear as possible.
3. The Bills of Quantities should be divided generally into the following sections:
 - a) Preambles
 - b) Preliminary items
 - c) Work Items
 - c) Daywork Schedule; and
 - d) Provisional items
 - e) Summary.

4. NOTES TO PREPARING PREAMBLES

- 4.1 The Preambles should include only those items that constitute the cost of the works but would not be priced separately as they are expected to be included in the unit prices. Care should be taken to ensure that these items are not a petition of the conditions of contract. The Preambles should indicate the inclusiveness of the unit prices and should state the methods of measurement that have been adopted in the preparation of the Bill of Quantities, that are to be used for the measurement of any part of the Works. The units of measurement and abbreviations should be defined and any mandatory national units defined and described. The methods of and procedure for re-measurement should be described in the Preambles.
- 4.2 Units of Measurement - The following units of measurement and abbreviations shall be used, unless other national units are mandatory in Kenya.

nit	Abbreviation	Unit	Abbreviation
	m ³ or cu m	millimetre	mm
cubic meter	t		

- 4.3 The Bills of Quantities shall be read in conjunction with the Instructions to Tenders, General and Special Conditions of Contract, Technical Specifications, and Drawings.
- 4.4 The quantities given in the Bills of Quantities are estimated and partly provisional and are given to provide a common basis for tendering. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Architect and valued at the rates and prices tender in the priced

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

- 4.5 The rates and prices tender in the priced Bills of Quantities shall, except in so far as it is otherwise provided under the Contract, include all Constructional Plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes, and duties, together with all general risks, liabilities, and obligations set out or implied in the Contract.
- 4.6 A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of Items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
- 4.7 The whole cost of complying with the provisions of the Contract shall be included in the Items provided in the priced Bills of Quantities, and where no Items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.
- 4.8 General directions and descriptions of work and materials are not necessarily repeated nor summarized in the Bills of Quantities. References to the relevant sections of the Contract documents shall be made before entering prices against each item in the priced Bills of Quantities.
- 4.9 Provisional Sums and contingency sums included and so designated in the Bills of Quantities shall be expended in whole or in part at the direction and discretion of the Architect in accordance with Sub-Clause 13.5 and Clause 13.6 of the General Conditions of contract.
- 4.10 In preparing the Bills of Quantities, notes should be removed as they are intended to guide the person preparing the Tender Documents. The Contractor must allow in his rates for any costs associated with and complying with the requirements in the Preambles.
- 4.11 Should a tenderer/contractor not price any item in any section of the Bills of Quantities including Preliminary items, it will be assumed that he/she has spread its cost in other areas that he/she will have priced. Therefore, the item or items will be executed without any additional costs or without being treated like variations.

5. NOTES ON PREPARING BILLS OF QUANTITIES

- 5.1 The Preliminary Items should be limited to tangible items that should be priced by the tenderer, are identifiable and can be priced separately and included in the interim valuations precisely. Such items may include such items as site office, notice boards, and other temporary works, otherwise items such as security for the Works which are primarily part of the Contractor's obligations should be included in the Contractor's rates.
- 5.2 The work items in the Bills of Quantities should be grouped into sections to distinguish between those parts of the Works which by nature, location, access, timing, or any other special characteristics may give rise to different methods of construction, or phasing of the Works, or considerations of cost. Such groups could be ground excavations, structures, external works, services, etc. General items common to all parts of the Works may be grouped as a separate section in the Bill of Quantities.
- 5.3 Quantities should be computed net from the Drawings, unless directed otherwise in the Contract, and no allowance should be made for bulking, shrinkage or waste. Quantities should be rounded up where appropriate.
- 5.4 Where the measured items are deemed not to be exact because of the likelihood that the scope can change during the execution of the works, such items could be subject to re-measurement, the word “**provisional**” should be used to identify such cases. Where whole sections of the work items fall in this class, for example foundations, they should be labelled “Provisional Quantities” or “Provisional Items” so that the Tenderer/Contractor is advised up front that such items are subject to re-measurement to be done before such work is cover-up.
- 5.5 All items that have not been measured and therefore not subject to tender pricing should be listed in the Bills of Quantities as **Provisional Sums** for particular item or class of Work, which may be subject to a nominated subcontract or separate measurements at a later date during the execution of the works. For example, if it is deemed not possible to measure electrical works before going to tender because detail designs are not ready, a provisional sum can be allowed in the Bills of Quantities for “Installation of Electrical Works” to be executed later when actual design details are completed. To the extent not covered above, there should be in the Bills of Quantities a general provision for physical and financial contingencies made as a “Provisional Sum for

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

- 5.6 Provisional sums to cover specialized works normally carried out by Nominated Sub Contractors should be avoided and instead Bills of Quantities of the specialized Works should be included as a section of the main Bills of Quantities to be priced by the Main Contractor. The Main Contractor should be required to indicate the name(s) of the specialized firms he proposes to engage to carry out the specialized Works as his approved domestic sub-contractors. Only provisional sums to cover specialized Works by statutory authorities should be included in the Bills of Quantities.
- 5.7 A Daywork Schedule should be included if the probability of unforeseen work, outside the items included in the Bill of Quantities, is relatively high. To facilitate checking by the Procuring Entity of the realism of rates quoted by the tenderers, the Daywork Schedule should normally comprise:
- i) A list of the various classes of labor, and materials for which basic.
 - ii) Daywork rates and prices for various categories of labor are to be inserted by the tenderer, together with a statement of the conditions under which the Contractor will be paid for Work executed on a Daywork basis.
 - iii) A percent a get o be entered by the tenderer against each basic Day work item.
 - iv) Subtotal amount for labor, materials and plant representing the Contractor's profit, overheads, supervision and other charges.
- 5.8 The Summary should contain a tabulation of the separate parts of the Bills of Quantities carried forward, with provisional sums for Daywork, Provisional sums and Contingencies, and provision for Total Costing. The last line should allow for tenderer to indicate any discounts before arriving at a total cost carried forward to the Form of Tender.

BILLS OF QUANTITIES

(a) Preambles

1. The method of measurement of completed work for payment shall be in accordance with *[insert the name of a standard reference guide, or full details of the methods to be used]*.
2. The Site is situated in *(provide full description where the site is situated, coordinates from the nearest known landmark like a town and its size)*_____ It is approximately _____ Kilometers from Nairobi. Access to the site shall be through _____,

Which is an existing public road. Any damage caused to the surfaces of this road shall be made good at the Contractor's expense. The Contractor shall visit the site and acquaint itself with its nature and position, the nature of the ground, substrata and other local conditions, positions of existing power, water and other services, access roads or any other limitations that might affect his cost or progress. No claim for extras shall be considered on account of lack of knowledge in this respect.

3. The Contractor shall obtain the Architect's approval on the siting of all temporary buildings, spoil heaps, temporary access path, and storage of materials. The Contractor shall also obtain the Architect approval and direction regarding the use of any materials found on the Site.
4. The drawings used in the preparation of these Bills of Quantities can be inspected at the offices of the Procuring Entity or Procuring Entity's Representative during normal working hours. Two sets of the Working Drawings shall be provided to the contractor but additional copies shall be provided at a cost to be determined by the Engineer.
5. The Contractor shall allow for the payment of all bank charges in connection with the procurement of Bank Guarantees and stamp charges in connection with this contract Agreement.
6. The Contractor shall carry out the various sections of the Works in such an order as the Architect May direct. The Procuring Entity reserves the right to occupy the Works by sections on completion provided that such occupation is considered to be both practical and reasonable and will not interfere with the Works. The Contractor shall allow any costs associated with such occupation.
7. The main Contractor will be fully responsible for paying his Sub-Contractor but the Procuring Entity reserves the right in very exceptional circumstances to make such payments direct in the interests of the project where the completion thereof might be jeopardized by any dispute or vicariousness between the Contractor and the Sub- Contractor involve.
8. The Contractor shall complete and deliver the Works in the period inserted in the Form of Tender as his time for completion of the Works from the date for Possession, to be agreed with the Engineer. The Contract Period is presumed to have been calculated making due allowance for seasonal inclement weather conditions. No claim for extension of time due to the normal in clement weather for this area shall be entertained.
9. The Contractor shall, upon receiving instructions to proceed with the Works, draw up a Programme and Progress Chart setting out the order in which the Works are to be carried out, with the appropriate dates there of. This Chart shall be agreed with the Architect and no deviation from the order set out in it will be permitted without the written consent of the Engineer. The Contractor will be responsible for arranging the above programme with all his sub-Contractors and Specialties. The Contractor shall allow in his rates for carrying out this exercise, and for updating it as required.
10. The Contractor shall submit to the Architect on the first day of each week or such longer period as the Architect from time to time direct, a Progress Report and any information for the proceeding period, showing the progress during the period and the up-to-date cumulative progression all important items of each section or portion of the Works.
11. The Contractor shall arrange for photographs of the Site to be taken by a professional photographer approved by the Engineer. The Photographs shall provide a record of the Site and adjacent are as prior to the commencement of the Works and shall cover such portion of the works in progress and completion as the

Architect shall direct. All prints shall be full plate size, unmounted, and marked on the reverse side with the date of exposure, identification reference and brief description. The copyright of all photographs shall be vested in the Procuring Entity. The negatives and four prints from each negative shall be delivered to the Architect within two weeks of exposure.

12. Figured dimensions are to be followed in preference to dimensions scaled from the Drawings, but whenever possible dimensions are to be taken on the Site or from the buildings. Before any work is commenced by Sub-Contractors or Specialist Firms, dimensions must be checked on the site comparable dimensions shown on the drawings. The Contractor shall be responsible for the accuracy of such dimensions.
13. Prior to commencement of any work the Contractor is to ascertain from the relevant Authorities the exact position, depth and level of all existing electric cables, waterpipes or other services in the are and he shall make whatever provisions may be required by the Authorities concerned for the support and protection of such services. Any damage or disturbance caused to any services shall be reported immediately to the Architect and the relevant Authority and shall be made good to their satisfaction at the Contractor's expense. Where appropriate the Contractor shall open up the ground in advance of the main work by hand digging if necessary, to locate precisely the position and details of the services which are likely to affect his operations.
14. The Contractor shall include in his prices for the transport of materials, workmen, etc./, to and from the site of the proposed works, at such hours and by such route as are permitted by the Authorities.
15. The Contractor will be required to make good, at his own expense and damage he may cause to the present road surface and pavements within or beyond the boundary of the Site, during the period of the works. All existing paths, storm water channels, etc., that may be destroyed or damaged during the progress of the Works shall be reinstated by the Contractor to the satisfaction of the Engineer.
16. The Contractor is to allow for complying with all instructions and regulations of the Police Authorities.
17. All water shall be fresh, clean and pure, free from earthly, vegetable or organic matter, acid or alkaline substance in solution. The Contractor shall provide at his own risk and cost all water for use in connection with the Works, (including works of sub-contractors). If need be, he shall make arrangements with the Local Water Authority for the installation of a separate meter for all water used by him throughout the Contract and pay all cost and fees in connection therewith. He shall also provide temporary storage tanks and tubing, etc., as may be necessary, and clear away at completion. 18. The Contractor shall provide all artificial lighting and power for his own use on the Works, (including Sub – Contractor's) including all temporary connections, wiring, fittings, etc., and clearing away on completion. The Contractor shall pay all fees and obtain all permits in connection there with.
19. The Contractor shall constantly keep on the Works a Literate English-speaking Agent or Representative, competent and experienced in the kind of work involved, who shall give his whole time to the superintendence of the works. (Including works of sub – contractors). Such Agent or Representative shall receive on behalf of the Contractor directions and instruction from the Engineer, and such directions and instructions shall be deemed to be given to the contractor in accordance with the Conditions of Contract. The Agent shall not be replaced without the specific approval of the Engineer.
20. The Contractor shall ensure that the safety of his work people and all authorized visitors to the site are protected at all times. In particular, there shall be the proper provision of guard-rails to scaffolding, protection against falling materials, tools on site, dust, nail and other sharp objects. The site shall be kept tidy and clear of dangerous rubbish. The Architect shall be empowered to suspend work on site should it be considered this condition is not being observed and no claim arising from such suspension will be allowed.
21. The are as available to the Contractor for workyards, offices and other facilities shall be directed by the Architect and any existing features to remain shall be protected from damage throughout the Contract Period and handed back in good condition when they are vacated at the end of the Contract. If additional areas are required, the contractor shall source them at own cost.
22. The Contractor shall give the Architect reasonable notice of the intention to set out or take levels for any part of the Works so that arrangements may be made for checking the work. The accuracy of setting out and leveling shall be within the tolerances specified in the Specifications or on the Drawings. The checking of setting out or leveling by the Architect shall not relieve the Contractor of his duties or responsibilities under the Contract.

23. The Contractor must take steps necessary to safe guard and shall beheld fully responsible for any damage caused to existing and adjacent property, including buildings that are not a subject of demolition. He shall make good at his own cost damage to persons and property caused there on, and he shall indemnify the Procuring Entity against any loss or claim that may arise.
24. The Contractor shall take such steps and exercise such care and diligence as to minimize nuisance arising from dust, noise or any other cause to the occupiers of the existing and adjacent property. He must provide such temporary and special screens and tarpaulins or gummy bags, hoarding, barriers, warning signs etc. as he considers necessary and sufficient for the protection of the existing and adjacent property and or prevention of nuisance etc. as directed by Engineer.
25. The Contractors attention is drawn to the standards levy order which was amended on 15thOctober 1998. Legal notice No.154 of 1998. The Contractor is required to pay a monthly level of 0.2% of his factory price of construction works with effect from January 1999. Tenderer shall allow for this in the build-upo f his rates.
26. The Contractor shall provide temporary sheds, offices meshrooms, sanitary, accommodation and other temporary buildings for the use of the contractor and sub-contractors, including lighting furniture equipment and attendance.
27. Contractor shall provide/build labor camp sat areas to be agreed with the Engineer. Labor camps shall be complete with sanitary accommodation and fencing gates.
28. The Contractor must provide the necessary toilet facilities to the requirement and satisfaction of the Health Authorities and maintain the same in a thoroughly clean and sanitary condition and pay all conservancy fees during the period of the Works and remove when no longer required.
29. The Contractor shall provide at his own risk and cost all watching and lighting as necessary to safeguard the Works, Plant and materials against damage and theft.
30. The Contractor shall provide all necessary hoists, tackle, plant, equipment, vehicles, tools and appliances of every description for the due and satisfactory completion of the Works and shall remove the same on completion. All such plant, tools and equipment shall comply with all regulations in force throughout the period of the Contract and shall be altered or adopted during the Contract period as may be necessary to comply with any amendments in or additions to such regulations.
31. Provide, erect and maintain all necessary scaffolding, sufficiently strong and efficient for the due performance of the works, including Sub-Contract Works, provide special scaffolding as required by Sub-Contractors, alter and adopt all scaffolding as and when required during the Works, and remove on completion. No scaffolding is measured here in after and the Contractor must allow in his rates for this.
32. The Contractor shall take all necessary precautions such as temporary fencing, hoarding fans, planked footways, guard-rails gantries screen, etc., for the safe custody of the Works, materials and public protection and adjacent properties.
33. Cover up all and protect from damage, including damage from in clement weather, all finished work and unfixed materials, including that of Sub-Contractors, etc., to the satisfaction of the Architect until the completion of the Contract.
34. The Contractor shall, after completion of the works, at his own expense, remove and clear away all surplus excavated demolition materials, plant, rubbish and unused materials and shall leave the whole of the Site and Works in a clean and tidy state to the satisfaction of the Engineer, sheds, camps, etc. Particular care shall be taken to leave clean all floors and windows and tore move all paint and cement all rubbis hand dirt as it accumulates. The Contractor is to find his own dump and shall pay all charges in connection there with.
35. Concrete test cubes shall be prepared in a set of three, as described including testing fees, labor and materials, making molds, transport, handling, etc. Allow in your rates for making at least four cubes on each occasion, from different batches; the concrete being taken from the point of deposit.

36. The Contractors shall furnish at the earliest possible opportunity before work commences, and at his own cost, any samples of materials and workmanship that may be called for by the Architect for the approval or rejection, and any further samples in the case of rejection, until such samples are approved by the Engineer. Such samples, when approved, shall be the minimum standard for the work to which they apply. The procedure for submitting samples of materials for testing or approval and the method of marking for identification shall be as laid down by the Engineer. The Contractor shall allow in his Tender for such samples and tests, including those in connection with his Sub-Contractors work.
37. The Contractor's attention is drawn to the Finance Bill of the year 2000/2001 on withholding tax on contractual payment section 35(7)(i)(ii) which became effective on 1st July 2000. A 3% withholding tax will be applicable to all interim payments exceeding Kshs..... for work done in respect of building or civil works. The contractor shall allow for any costs arising resulting there from in the build-up of rates.
38. Blasting will only be allowed with the express permission of the Architect in writing. All blasting operations shall be carried out at the Contractor's sole risk and cost, in accordance with any Government regulations in force for the time being, and any special regulations laid down by the Architect governing the use and storage of explosives.
39. The National Construction Authority is a state corporation established under the national construction authority Act No.14 of 2011. The broad Mandate of the Authority is to over see the construction industry and coordinate its development. The National Construction Authority Regulations 2014 with an effective date of 6th June 2014, regulation 25, - Allow 0.5% of the tender sum/contract sum for construction levy.
40. The Contractor attention is drawn to Finance Bill of 1993 where VAT was introduced in all contracts for construction services. The tenderer is also drawn to VAT Act Cap 476 clause 19(9). The tenderer must allow for VAT 1.19 as instructed else where.
41. The contractor shall allow and pay for all insurance to cover risks and indemnities required Items 17 and 18 of the Conditions of contract and also specified in the Special Conditions of Contract.

BILL NO. 1 - PRELIMINARY ITEMS

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

BILL NO. 2: WORK ITEMS

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

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

<i>Itemno.</i>	<i>Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Rate</i>	<i>Amount</i>
Total for Bill No. 2 (carried forward to Summary, p.—)					

Bill No. 3: Schedule of Daywork Rates -


Labor

<i>Itemno.</i>	<i>Description</i>	<i>Unit</i>	<i>Nominal quantity</i>	<i>Rate</i>	<i>Amount</i>
	Subtotal				
	Allow ____ percent ^a of Subtotal for Contractor's overhead, profit, etc., in accordance with paragraph 3 (b) above.				
	Total for Daywork (carried forward to Daywork Summary, p. __)				

a. To be entered by the Tenderer.

Materials

Bill No. 4: Schedule of Daywork Rates -

<i>Itemno.</i>	<i>Description</i>	<i>Unit</i>	<i>Nominal quantity</i>	<i>Rate</i>	<i>Extended amount</i>
					

Bill No. 5: Schedule of Daywork Rates -

	Subtotal		
	Allow ____ percent a. of Subtotal for Contractor's overhead, profit, etc., in accordance with paragraph 4 (b) above.		
	Total for Daywork: Materials (carried forward to Daywork Summary, p. _____)		

Bill No. 6: Schedule of Daywork Rates -

a. To be entered by the Tenderer.

Contractor's Equipment

<i>Itemno.</i>	<i>Description</i>	<i>Nominal quantity (hours)</i>	<i>Basic hourly rental rate</i>	<i>Extended amount</i>
	Allow ____ percent ^a of Subtotal for Contractor's overhead, profit, etc., in accordance with paragraph 5 above.			
Total for Daywork: Contractor's Equipment (carried forward to Daywork Summary, p. ____)				

a. To be entered by the Tenderer.

Bill No. 6: Daywork Summary

	<i>Amount^a</i>	<i>% Foreign</i>	<i>Currency</i>
1.Total for Daywork:Labor			

Bill No. 7: Schedule of Daywork Rates -

2.Total for Daywork:Materials			
3.Total for Daywork:Contractor's Equipment			
Total for Daywork (Provisional Sum) (carried forward to Summary of Bills of Quantities, p. _____)			

Bill No. 7: Provisional Sums

<i>Billno.</i>	<i>Itemno.</i>	<i>Description</i>	<i>Amount</i>
1			
2			
3			
4			
etc.			
Total for Specified Provisional Sums (carried forward to Grand Summary)			

GRAND SUMMARY

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

- (i) If a percentage used, it should be indicated on which Bill No. items but on Bill No.4 – Provisional Sums.

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

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

PREAMBLES

PREAMBLES AND PRICING NOTES

A. GENERALLY

All work to be carried out in accordance with the Ministry of Roads, Housing & Urban Development and Public Works General Specifications for Building Works issued in 1976 or as qualified or amended below.

B. MANUFACTURERS' NAMES

Where manufacturers' names and catalogue references are given for guidance to quality and standard only, alternative manufacturer of equal quality will be accepted at the discretion of the Project Manager.

C. WALLING

All precast concrete blocks shall be manufactured by the methods and to the sizes specified in the Ministry of Roads, Housing & Urban Development and Public Works "Specification for Metric Sized Concrete Blocks for Building (1972)"

Walling of 100 mm thickness or under shall be reinforced with hoop iron every alternate course.

Prices for walling must allow for all costs in preparing, packing and sending sample blocks for testing as and when required by the Project Manager.

D. CARPENTRY

The grading rules for cypress shall be the same for podocarpus and all timber used for structural work shall be select (second grade).

All structural timber must conform to the minimum requirements for moisture content and preservative treatment and timber prices must allow for preparing, packing and sending samples for testing when required.

Prices must also include for all nails and fasteners.

E. JOINERY

Cypress for joinery shall be second grade in accordance with the latest grading rules of the Kenya Government.

Where Mahogany is specified, this refers to prime grade only. The Contractor may with the approval of the Project Manager; use either Msharagi or Mvuli in lieu of Mahogany but such approval will be given only in the case of shortages of the hardwoods specified.

Plugging shall be carried out by drilling walling or concrete with masonry drill and filling with propriety plugs of the correct sizes. Cutting with hammer and chisel will not be allowed.

Prices for joinery must include for pencil rounded arises, protection against damage, nails, screws, framing and bedding in cement mortar as required.

Sizes given for joinery items are nominal sizes and exact dimensions of doors, etc, must be ascertained on site.

A. IRONMONGERY

Ironmongery shall be specified in the Bills of Quantities or equal and approved.

Prices must include for removing and re-fixing during and after painting, labeling all keys, and for fixing to hardwood, softwood, concrete or blockwork.

Catalogue references given for ironmongery are for purposes of indicating quality and size of item(s). Should the Contractor wish to substitute the specified item(s) with others of equal manufacture, he must inform the Project Manager and obtain approval in writing.

B. STRUCTURAL STEELWORK

All structural steelwork shall comply with the Ministry of Roads, Housing & Urban Development and Public Works "Structural Steelwork Specification (1973) and shall be executed by an approved Sub-contractor.

C. PLASTERWORK AND OTHER FINISHES

All finishing shall be as described in the general specifications and in these Bills of Quantities.

Prices for paving are to include for brushing concrete clean, wetting and coating with cement and sand grout 1:1.

Rates for glazed wall tiling are to include for a 12 mm cement and sand (1:4) backing screed unless otherwise specified in these Bills of Quantities.

D. GLAZING

Where polished plate glass is specified, this refers to general glazing quality.

Prices for glazing shall include for priming of rebates before placing putty.

The Contractor will be responsible for replacing any broken or scratched glass and handing over in perfect condition.

E. PAINTING

Painting shall be applied in accordance with the manufacturers' instructions.

Prices for painting are to include for scaffolding, preparatory work, priming coats, protection of other works and for cleaning up on completion. Prices for painting on galvanized metal are to include for mordant solution as necessary.

F. TILES - CERAMIC, PORCELEIN, GRANITO ETC

No tiles shall be fitted/installed without sample approvals.

No claim shall be allowed on the grounds that the bidder priced an inferior quality

G. CURTAINS & COVERS ETC

The bidder shall be deemed to have priced the best materials

No curtains & covers shall be fitted/installed without sample approvals.

No claim shall be allowed on the grounds that the bidder priced an inferior quality

PARTICULAR PRELIMINARIES

Item	Description	Amount KSh
	<p><u>PARTICULAR PRELIMINARIES</u></p> <p>A EMPLOYER</p> <p>The Employer is the Ministry of Health The term "Employer" and "Government" wherever used in the contract document shall be synonymous.</p> <p>B PROJECT MANAGER</p> <p>The term "PM" wherever used in these Bills of Quantities shall be deemed to imply the project Manager as defined in General Conditions of Contract or such person or persons as may be duly authorised to represent him on behalf of the Government .</p> <p>C ARCHITECT</p> <p>The term "Architect" shall be deemed to mean "The P.M " as defined above whose address unless otherwise notified is Ministry of Lands, Public Works, Housing and Urban Development, P.O Box 30743 -00100, NAIROBI.</p> <p>D QUANTITY SURVEYOR</p> <p>The term "Quantity Surveyor" shall be deemed to mean "The P.M " as defined above whose address unless otherwise notified is Ministry of Lands, Public Works, Housing and Urban Development, P.O Box 30743-00100, NAIROBI.</p> <p>E ELECTRICAL ENGINEER</p> <p>The term "Electrical Engineer" shall be deemed to mean "The P.M " as defined above whose address unless otherwise notified is Ministry of Lands, Public Works, Housing and Urban Development, P.O Box 30743-00100, NAIROBI.</p> <p>F MECHANICAL ENGINEER</p> <p>The term "Mechanical Engineer" shall be deemed to mean "The P.M " as defined above whose address unless otherwise notified is Ministry of Lands, Public Works, Housing and Urban Development, P.O Box 30743-00100, NAIROBI.</p>	

G	<p>STRUCTURAL ENGINEER</p> <p>The term "Structural Engineer" shall be deemed to mean "The P.M " as defined above whose address unless otherwise notified is Ministry of Lands, Public Works, Housing and Urban Development, P.O Box 30743 - 00100, NAIROBI.</p>	
	<i>Carried to collection</i>	

Item	Description	Amount KSh
A	<p>PRICING ITEMS OF PRELIMINARIES</p> <p>Prices SHALL BE INSERTED against items of “preliminaries” in the tenderer’s priced Bills of Quantities. The contractor is advised to read and understand all preliminary items.</p>	
B	<p>SCOPE OF CONTRACT</p> <p>The works to be carried out comprises of a New Level Three Hospital and associated Electrical and Mechanical Installations works at Khwisero - Kakamega County.</p>	
C	<p>DESCRIPTION OF THE WORKS</p> <p>The Works consist of: Erection and completion of a Three (3No.) level block on reinforced concrete foundations. The superstructure will be consist of concrete works and natural stone walling with horizontal key pointing, The roof slab consisting of box profile prepainted roofing sheets gauge 28 G.C.I sheets box profile on timber trusses. The external wall finish will consist of horizontal key pointing to wall, weatherguard paint to columns & beams. The internal wall finish will include plaster and paint & ceramic tiles to all wet areas. Floors to be finished in ceramic tiles and granolithick paving. Ceiling finishes are in plaster and paint, and chipboard ceiling on timber brandering. Doors are in solid core timber flush doors. Windows are in glazed steel casement.</p> <p>Electrical works include electrical wiring & fittings</p> <p>Mechanical works including associated piping and fittings</p>	

D	<p>MEASUREMENTS</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 in accordance with Clause 13 of the General Conditions of Contract. The discrepancies shall then be treated as a variation and be dealt with in accordance with Clause 13 of the said Conditions.</p>	
	<i>Carried to collection</i>	

Item	Description	Amount KSh
A	<p>FLOOR AREAS</p> <p>Level Three Hospital</p> <p>Ground Floor = 442 SM</p> <p>First Floor = 414 SM</p> <p>Second Floor = 414 SM</p> <p>Total floor area = 1,270 SM</p> <p>Storey height = 3.30 Meters</p>	
B	<p>LOCATION OF SITE</p> <p>The site of the proposed works is at Khwisero, Kakamega County. The Contractor is advised to visit the site to familiarize with the nature and position of the site. No claims arising from the Contractor's failure to do so will be entertained.</p>	

C	<p>SIGNING OF THE TENDER DOCUMENTS</p> <p>The bidder shall append his / her signature and / or company 's rubberstamp on each and every page of tender document.</p>	
D	<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.</p> <p>The works shall be propped, strutted and supported as necessary before any alteration or demolition work commences. Prices shall include for all cleaning and preparatory work to structure and finishes and for making good to all finishes on completion whether or not specifically described.</p> <p>Unless described as set aside for re-use all arising debris and surplus materials shall be carefully removed from building and carted away from site.</p> <p>The Contractor shall be entirely responsible for any breakage or damage which may occur to materials required for re-use during their removal unless it is certified by the Project Manager that such damage or breakage was inevitable as a result of the condition of the item concerned.</p>	
	<i>Carried to collection</i>	

Item	Description	Amount KSh
A	<p>CLEARING AWAY</p> <p>The Contractor shall remove all temporary works, rubbish, debris and surplus materials from the site as they accumulate and upon completion of the works, remove and clear away all plant, equipment, rubbish, unused materials and stains and leave in a clean and tidy state to the reasonable satisfaction of the Project Manager.</p> <p>The whole of the works shall be delivered up clean, complete and in perfect condition in every respect to the satisfaction of the Project Manager.</p>	
B	<p>CLAIMS</p> <p>It shall be a condition of this contract that upon it becoming reasonably apparent to the Contractor that he has incurred losses and / or expenses due to any of the contract conditions, or by any other reason whatsoever, he shall present such a claim or intent to claim notice to the PROJECT MANAGER within the contract period. No claim shall be entertained upon the expiry of the said contract period.</p>	

C	<p>PAYMENTS</p> <p>The tenderer’s attention is drawn to the fact that the GOVERNMENT DOES NOT MAKE ADVANCE PAYMENTS but pays for work done and materials delivered to sit: all in accordance with Clause 14 of the General 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>	
D	<p>PREVENTION OF ACCIDENT, DAMAGE OR LOSS</p> <p>The Contractor is notified that these works are to be carried out on a restricted site where the client is going on with other normal activities. The Contractor is thus instructed to take reasonable care in the execution of the works as to prevent accidents, damage or loss and disruption of activities being carried out by the Client. The Contractor shall allow in his rates any expense he deemed necessary by taking such care within the site.</p>	
E	<p>WORKING CONDITIONS</p> <p>The Contractor shall allow in his rates for any interference that he may encounter in the course of the works for the Client may in some cases ask the Contractor not to proceed with the works until some activities within the site are completed, as the facility will be operating as usual during the course of the contract.</p>	
F	<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>	
G	<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>	
	<i>Carried to collection</i>	

Item	Description	Amount KSh
A	<p>MATERIALS FROM DEMOLITIONS</p> <p>Any materials arising from demolitions and not re-used shall become the property of the client. The Contractor shall allow in his rates the cost of disposing the demolished materials as directed.</p>	
B	<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>	

C	<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>	
D	<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>	
E	<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>	
F	<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 for the support, maintenance and protection of such services.</p>	
G	<p>CONTRACT COMPLETION PERIOD</p> <p>The contract completion period in accordance with condition 31 of the Conditions of contract must be adhered to.</p> <p>The ‘PROJECT MANAGER’ shall strictly monitor the Contractors progress in relation to the progress chart and should it be found necessary the ‘PROJECT MANAGER’ shall inform the Contractor in writing that his actual performance on site is not satisfactory .In all such cases the Contractor shall accelerate his rate of performance production and progress by all means such as additional labour,plant, e.t.c and working overtime all at his cost.</p>	
	<i>Carried to collection</i>	

Item	Description	Amount KSh
------	-------------	------------

A	<p>PERFORMANCE BOND</p> <p>A bond of 5% of the contract sum will be required in accordance with Instruction To Tenderers (ITT) 48.1 and clause 4.2.1 of the General Conditions of Contract on award of contract of the Instructions to Tenderer's. No payment on account for the works executed will be made to the contractor until he has submitted the Performance Bond to the Project Manager duly signed, sealed and stamped from an approved Bank.</p>
B	<p>TENDER DOCUMENTS</p> <p>Tender documents are as listed in Clause 6.1 of the Instructions To Tenderers (ITT)</p>
C	<p>DELIVERY OF TENDER</p> <p>Tenders and all documents in connection therewith, as specified above must be delivered in the addressed envelope which should be properly sealed and deposited at the offices as specified in the letter accompanying these documents or as indicated in the advertisement.</p> <p>Tenders will be opened at the time specified in the letter accompanying these Tender Documents or as indicated in the advertisement. Tenders delivered/received later than the above time will not be opened.</p>
D	<p>VALUE ADDED TAX</p> <p>The Contractor's attention is drawn to the Legal Notice in the Finance Act part 3 Section 21(b) operative from 1st September, 1993 which requires payment of VAT on all contracts. The Contractor should therefore include allowance in his rates and prices for prices for VAT and any other Government taxes currently in force.</p> <p>The tenderer is advised that in accordance with Government public notice No. 35 & 36 Dated 11th September 2003 operational from 1st October 2003, VAT will be deducted against the contract sum at the prevailing rate by the Employer and remitted directly to the Commissioner of VAT through all interim certificates. It should however be noted that this is not additional tax but a new mode of payment for VAT, any excess payment will be refundable once the Contractor has submitted monthly returns to the Commissioner of VAT who will do the refunds when satisfied that the VAT regulations have been complied with.</p> <p>NB: The Contractor should therefore include the VAT tax within the rates.</p>
E	<p>EXISTING BUILDING MATERIALS</p> <p>NOTE: Any materials found usable for the works shall be given to the contractor on credit with the approval of the client</p>

	<i>Carried to collection</i>	
--	------------------------------	--

Item	Description	Amount KSh
	<p>SPECIAL PRELIMINARIES</p> <p><u>PROJECT MANAGEMENT</u></p> <p>A Allow a provisional sum of Kenya Shillings Five Million Hundred Thousand Only (Kshs. 5,000,000.00) for State Department for Public Works Project Management Team</p> <p>Allow for Appropriate Taxes, Contractor’s profit and overheads (-----%)</p> <p><u>TRANSPORT</u></p> <p>The contractor shall provide for site trips only a vehicle of type Toyota or Nissan Van to comfortably seat Nine Persons including maintaining licences and insurances, competent driver; all to the satisfaction of the Project Manager</p> <p>The vehicle shall be provided specifically for and during site visits by the State Department for Public Works Technical team. The vehicle shall be in perfect conditions for the entire duration of the trip. i.e From State Department for Public Works Head Office to Khwisero, Kakamega County and back to State Department for Public Works Head Office including local running.</p> <p>The driver shall be at the sole discretion of the Project Manager for the entire duration of the trip, untill released by him / her.</p> <p>Reimbursements to the contractor for providing the transport services will be based per trip to the site and back during the currency of the contract a a rate as here below (Contractor to insert rate - Item C) inserted. Reimbursement to the contractor for providing driver, servicing, fuels, oils, lubricants and tyres will similarly be based per trip at a rate herebelow (Contractor to insert rate - item D).</p> <p>C Allow for providing a vehicle a vehicle as above described including maintaining licenses and comprehensive insurance (..... X 20 TRIPS)</p>	<p>5,000,000.00</p>

D	Allow for providing a driver, maintenance, fuels, lubricants, spares and tyres. (..... X 20 TRIPS)	
	<i>Carried to collection</i>	

Item	Description	Amount KSh
------	-------------	------------

<p><u>PARTICULARS OF INSERTIONS TO BE MADE IN APPENDIX TO CONTRACT AGREEMENT</u></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 Completion As stated in the Conditions of Contract</p> <p>Prime cost sums for which</p> <p>The Contractor desires to tender</p> <p>Period of Interim Certificates Monthly</p> <p>Period of Honouring Certificates 60 days</p> <p>Percentage of Certified Value Retained 10%</p> <p>Limit of Retention Fund 10%</p>	
<p><i>Carried to collection</i></p>	

Item	Description	Amount KSh
	<u>COLLECTION</u>	
	Brought forward from page PP/1	
	Brought forward from page PP/2	
	Brought forward from page PP/3	
	Brought forward from page PP/4	
	Brought forward from page PP/5	
	Brought forward from page PP/6	
	Brought forward from page PP/7	
	Brought forward from page PP/8	

Item	Description	Amount KSh
	TOTAL FOR PARTICULAR PRELIMINARIES CARRIED TO GRAND SUMMARY	

GENERAL PRELIMINARIES

Item	Description	Amount KSh
A.	<p>GENERAL PRELIMINARIES</p> <p>PRICING OF ITEMS OF PRELIMINARIES AND PREAMBLES</p> <p>Prices will be inserted against items of Preliminaries in the Contractor's priced Bills of Quantities and Specification.</p> <p>The Contractor shall be deemed to have included in his prices or rates for the various items in the Bills of Quantities or Specification for all costs involved in complying with all the requirements for the proper execution of the whole of the works in the Contract.</p>	

B.	ABBREVIATIONS	
	Throughout these Bills, units of measurement and terms are abbreviated and shall be interpreted as follows:-	
	<i>C.M.</i>	Shall mean cubic metre
	<i>S.M.</i>	Shall mean square metre
	<i>L.M.</i>	Shall mean linear metre
	<i>MM</i>	Shall mean Millimetre
	<i>Kg.</i>	Shall mean Kilogramme
	<i>No.</i>	Shall mean Number
	<i>Prs.</i>	Shall mean Pairs
	B.S.	Shall mean the British Standard specification Published by the British Standards Institution, 2 Park Street, London W.I., England.
	<i>Ditto</i>	Shall mean the whole of the preceding description except as qualified in the description in which it occurs.
	<i>m.s.</i>	Shall mean measured separately.
	<i>a.b.d</i>	Shall mean as before described.
	<i>Carried to collection</i>	

Item	Description	Amount KSh
------	-------------	------------

A.	<p>EXCEPTION TO THE STANDARD METHOD OF MEASUREMENT</p> <p><i>Attendance</i> ; Clause B19(a) of the Standard Method of Measurement is deleted and the following clause is substituted:-</p> <p>Attendance on nominated Sub-Contractors shall be given as an item in each case shall be deemed to include: allowing use of standing scaffolding, mess rooms, sanitary accommodation and welfare facilities; provision of special scaffolding where necessary; providing space for office accommodation and for storage of plant and materials; providing light and water for their work: clearing away rubbish; unloading checking and hoisting: providing electric power and removing and replacing duct covers, pipe casings and the like necessary for the execution and testing of Sub- Contractors' work and being responsible for the accuracy of Fix Only:-</p> <p>"Fix Only" shall mean take delivery at nearest railway station (Unless otherwise stated), pay all demurrage charges, load and transport to site where necessary, unload, store, unpack, assemble as necessary, distribute to position, hoist and fix only.</p>	
B	<p>FORM OF CONTRACT</p> <p>The Form of Contract shall be as stipulated in the Standard Tender Document for Procurement of Works (Building and Associated Civil Engineering Works) April 2022 Edition included herein:</p> <p>The Conditions of Contract are also included herein</p> <p><i>Conditions of Contract</i></p> <p>These are numbered from 1 to 20 as set out in these tender documents.</p> <p>Particulars of insertions to be made in the Appendix to the Contract Agreement will be found in the Particular Preliminaries part of these Bills of Quantities</p>	
C	<p>PLANT, TOOLS AND VEHICLES</p> <p>Allow for providing all scaffolding, plant, tools and vehicles required for the works except in so far as may be stated otherwise herein and except for such items specifically and only required for the use of nominated Sub-Contractors as described herein. No timber used for scaffolding, formwork or temporary works of any kind shall be used afterwards in the permanent work.</p>	
D	<p>TRANSPORT.</p> <p>Allow for transport of workmen, materials, etc., to and from the site at such hours and by such routes as may be permitted by the competent authorities.</p>	

	<i>Carried to collection</i>	
--	------------------------------	--

Item	Description	Amount KSh
A	<p>MATERIALS AND WORKMANSHIP.</p> <p>All materials and workmanship used in the execution of the work shall be of the best quality and description unless otherwise stated. The Contractor shall order all materials to be obtained from overseas immediately after the Contract is signed and shall also 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>	
B	<p>SIGN FOR MATERIALS SUPPLIED.</p> <p>The Contractor will be required to sign a receipt for all articles and materials supplied by the PROJECT MANAGER at the time of taking deliver thereof, as having received them in good order and condition, and will thereafter be responsible for any loss or damage and for replacements of any such loss or damage with articles and/or materials which will be supplied by the PROJECT MANAGER at the current market prices including Customs Duty and V.A.T., all at the Contractor's own cost and expense, to the satisfaction of the PROJECT MANAGER.</p>	
C	<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 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>	

D	SAMPLES	<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>	
	<i>Carried to collection</i>		

Item	Description	Amount KSh
A	<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 work people.</p> <p>The Contractor must make himself fully acquainted with current Acts and Regulations, including Police Regulations regarding the movement, housing, security and control of labour, labour camps , passes for transport, etc. It is most important that the Contractor, before tendering, shall obtain from the relevant Authority the fullest information regarding all such regulations and/or restrictions which may affect the organisation of the works, supply and control of labour, etc., and allow accordingly in his tender. No claim in respect of want of knowledge in this connection will be entertained.</p>	
B	<p>SECURITY OF WORKS ETC.</p> <p>The Contractor shall be entirely responsible for the security of all the works stores, materials, plant, personnel, etc., both his own and sub-contractors' and must provide all necessary watching, lighting and other precautions as necessary to ensure security against theft, loss or damage and the protection of the public.</p>	

C	<p>PUBLIC AND PRIVATE ROADS.</p> <p>Maintain as required throughout the execution of the works and make good any damage to public or private roads arising from or consequent upon the execution of the works to the satisfaction of the local and other competent authority and the PROJECT MANAGER.</p>	
D	<p>EXISTING PROPERTY.</p> <p>The Contractor shall take every precaution to avoid damage to all existing property including roads, cables, drains and other services and he will be held responsible for and shall make good all such damage arising from the execution of this contract at his own expense to the satisfaction of the PROJECT MANAGER</p>	
E	<p>VISIT SITE AND EXAMINE DRAWINGS.</p> <p>The Contractor is recommended to examine the drawings and visit the site the location of which is described in the Particular Preliminaries hereof. He shall be deemed to have acquainted himself therewith as to its nature, position, means of access or any other matter which, may affect his tender. No claim arising from his failure to comply with this recommendation will be considered.</p>	
<i>Carried to collection</i>		

Item	Description	Amount KSh
A	<p>ACCESS TO SITE AND TEMPORARY ROADS.</p> <p>Means of access to the Site shall be agreed with the PROJECT MANAGER prior to commencement of the work and Contractor must allow for building any necessary temporary access roads (approximately 70 metres long) 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>	
B	<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>	

C	<p>OFFICE ETC. FOR THE PROJECT MANAGER</p> <p>The Contractor shall provide, erect and maintain where directed on site a properly ventilated lockable office for the consultants, having a minimum floor area of 40 Square Metres complete with furniture (Tables, chairs e.t.c). Provision shall be made for artificial lighting and cleaning facilities for the duration of the works. Upon completion the Contractor shall dismantle and clear away the office. He shall also provide a strong metal trunk complete with strong hasp and staple fastening and two keys. He shall provide, erect and maintain a lock-up type water or bucket closet for the sole use of the PROJECT MANAGER including making temporary connections to the drain where applicable to the satisfaction of Government and Medical Officer of Health and shall provide services of cleaner and pay all conservancy charges and keep both office and closet in a clean and sanitary condition from commencement to the completion of the works and dismantle and make good disturbed surfaces. The office and closet shall be completed before the Contractor is permitted to commence the works. The Contractor shall make available on the Site as and when required by the "PROJECT MANAGER" a modern and accurate level together with levelling staff, ranging rods and 50 metre metallic or linen tape.</p>	
D	<p>WATER AND ELECTRICITY SUPPLY FOR THE WORKS</p> <p>The Contractor shall provide at his own risk and cost all necessary water, electric light and power required for use in the works. The Contractor must make his own arrangements for connection to the nearest suitable water main and for metering the water used. He must also provide temporary tanks and meters as required at his own cost and clear away when no longer required and make good on completion to the entire satisfaction of the PROJECT MANAGER . The Contractor shall pay all charges in connection herewith. No guarantee is given or implied that sufficient water will be available from mains and the Contractor must make his own arrangements for augmenting this supply at his own cost. Nominated Sub--contractors are to be made liable for the cost of any water or electric current used and for any installation provided especially for their own use.</p>	
	<i>Carried to collection</i>	

Item	Description	Amount KSh
A	<p>SANITATION OF THE WORKS</p> <p>The Sanitation of the works shall be arranged and maintained by the Contractor to the satisfaction of the Government and/or Local Authorities, Labour Department and the PROJECT MANAGER.</p>	

B	SUPERVISION AND WORKING HOURS	<p>The works shall be executed under the direction and to the entire satisfaction in all respects of the PROJECT MANAGER who shall at all times during normal working hours have access to the works and to the yards and workshops of the Contractor and sub-Contractors or other places where work is being prepared for the contract.</p> <p>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 mentioned in clause 13.5 of the General Conditions of Contract. Such sums are net and no addition shall be made to them for profit.</p>
C	PRIME COST (OR P.C.) SUMS.	<p>The term "Prime Cost Sum" or "P.C. Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7 (ii) of the Standard Method of Measurement. Persons or firms nominated by the PROJECT MANAGER to execute work or to provide and fix materials or goods as stated in Clause 5.0 of the General Conditions of Contract described herein as Nominated Sub-Contractors.</p> <p>Persons or firms so nominated to supply goods or materials are described herein as Nominated Suppliers.</p>
D	PROGRESS CHART.	<p>The Contractor shall provide within two weeks of Possession of Site and in agreement with the PROJECT MANAGER a Progress Chart for the whole of the works including the works of Nominated Sub-Contractors ; one copy to be handed to the PROJECT MANAGER and a further copy to be retained on Site. Progress to be recorded and chart to be amended as necessary as the work proceeds.</p>
E	ADJUSTMENT OF P.C. SUMS.	<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.</p> <p>Should the Contractor be permitted to tender and his tender be accepted of any work for which a P.C. Sum is included in these Bill of Quantities profit and attendance will be allowed at the same rate as it would be if the work were executed by a Nominated Sub-Contractor.</p>
	<i>Carried to collection</i>	

Item	Description	Amount KSh
------	-------------	------------

A	<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 as described in Clause No. 5 of the General Conditions of Contract and shall thereafter be responsible for such sub-contractors in every respect. Unless otherwise described the Contractor is to provide for such Sub-Contractors any or all of the facilities described in these Preliminaries. The Contractor should price for these with the nominated Sub-contract Contractor's work concerned in the P.C. Sums under the description "add for Attendance".</p>
B	<p>DIRECT CONTRACTS</p> <p>Notwithstanding the foregoing conditions, the Government reserves the right to place a "Direct Contract" for any goods or services required in the works which are covered by a P.C. Sum in the Bills of Quantities and to pay for the same direct. In any such instances, profit relative to the P.C. Sum the priced Bills of Quantities will be adjusted as described for P.C. Sums and allowed.</p>
C	<p>ATTENDANCE UPON OTHER TRADESMEN, ETC.</p> <p>The Contractor shall allow for the attendance of trade upon trade and shall afford any tradesmen or other persons employed for the execution of any work not included in this Contract every facility for carrying out their work and also for use of his ordinary scaffolding. The Contractor, however, shall not be required to erect any special scaffolding for them. The Contractor shall perform such cutting away for and making good after the work of such tradesmen or persons as may be ordered by the PROJECT MANAGER and the work will be measured and paid for to the extent executed at rates provided in these Bills.</p>
D	<p>REMOVAL OF RUBBISH</p> <p>Removal of rubbish and debris from the Building and the site as it accumulates and at the completion of the works and removal all plant, scaffolding and unused materials at completion.</p>
E	<p>INSURANCE</p> <p>The Contractor shall insure as required in the General Conditions of Contract clause 18. No payment on account of the work executed will be made to the Contractor until he has satisfied the PROJECT MANAGER either by production of an Insurance Policy or and Insurance Certificate that the provision of the foregoing Insurance Clauses have been complied with in all respects. Thereafter the PROJECT MANAGER shall from time to time ascertain that premiums are duly paid up by the Contractor who shall if called upon to do so, produce the receipted premium renewals for the PROJECT MANAGER's inspection.</p>
F	<p>PROVISIONAL WORK</p> <p>All work described as "Provisional" in these Bills of Quantities is subject to remeasurement in order to ascertain the actual quantity executed for which payment will be made. All "Provisional" and other work liable to adjustment under this Contract shall left uncovered for a reasonable time to allow all measurements needed for such adjustment to be taken by the PROJECT MANAGER Immediately the work is ready for measuring, the Contractor shall give notice to the PROJECT MANAGER so directs uncover the work to enable all measurements to be taken and afterwards reinstate at his own expense.</p>

	<i>Carried to collection</i>	
--	------------------------------	--

Item	Description	Amount KSh
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>	
B	<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>	
C	<p>MATERIALS ARISING FROM EXCAVATIONS</p> <p>Materials of any kind obtained from the excavations shall be the property of the Government. Unless the PROJECT MANAGER directs otherwise such materials shall be dealt with as provided in the Contract. Such materials shall only be used in the works, in substitution of materials which the Contractor would otherwise have had to supply with the written permission of the PROJECT MANAGER. Should such permission be given, the Contractor shall make due allowance for the value of the materials so used at a price to be agreed.</p>	
D	<p>PROTECTION OF THE WORKS.</p> <p>Provide protection of the whole of the works contained in the Bills of Quantities, including casing, casing up, covering or such other means as may be necessary to avoid damage to the satisfaction of the PROJECT MANAGER and remove such protection when no longer required and make good any damage which may nevertheless have been done at completion free of cost to the Government.</p>	
E	<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>	

F	<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>	
	<p><i>Carried to collection</i></p>	

Item	Description	Amount KSh
A	<p>TRAINING LEVY</p> <p>The Contractor's attention is drawn to the legal notice 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. 1,000,000.00 in value.</p>	
B	<p>MATERIALS ON SITE</p> <p>All materials for incorporation in the works must be stored on or adjacent to the site before payment is effected unless specifically exempted by the PROJECT MANAGER. This includes the materials of the Main Contractor, Nominated Sub-Contractors and Nominated Suppliers.</p>	
C	<p>HOARDING</p> <p>The Contractor shall enclose the site or part of the works under construction with a hoarding 2400 mm high consisting of iron sheets on 100 x 50 mm timber posts firmly secured at 1800 mm centres with two 75 x 50 mm timber rails. The Contractor is in addition required to take all precautions necessary for the safe custody of the works, materials, plant, public and Employer's property on the site.</p>	

D	CONTRACTOR'S SUPERINTENDENCE/SITE AGENT	
	<p>The Contractor shall constantly keep on the works a literate English speaking Agent or Representative, competent and experienced in the kind of work involved who shall give his whole experience in the kind of work involved and shall give his whole time to the superintendence of the works. Such Agent or Representative shall receive on behalf of the Contractor all directions and instructions from the Project Manager and such directions shall be deemed to have been given to the Contractor in accordance with the Conditions of Contract.</p>	
	<i>Carried to collection</i>	

Item	Description	Amount KSh
------	-------------	------------

<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	
TOTAL FOR GENERAL PRELIMINARIES CARRIED TO GRAND SUMMARY	

--	--	--

BUILDER'S WORK

GROUND FLOOR

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<u>SECTION NO .1. - GROUND FLOOR</u>					
<u>ELEMENT NO. 1 - SUBSTRUCTURES (ALL PROVISIONAL)</u>					
Notes.					
Tenderer to allow for working space in his rates.					
Excavations including trimming sides and bottoms of excavations; spoil heaping on site; double handling of excavated materials; maintaining and supporting sides; and keeping free from water, mud and fallen material; with and including destruction of termites nests within site of works, take out and destroy queens, impregnate holes and tunnels with insecticide and fill voids with approved material					
All excavations shall be measured net and no allowance shall be made for working space as per SMM D5(g)					
<u>Excavations</u>					
A	Mass Excavate to reduce levels not exceeding 1.50 metres deep from stripped level	CM	449		
B	Ditto exceeding 1.50 metres but not exceeding 3.00 metres deep from stripped level	CM	449		
C	Excavate for strip footing not exceeding 1.50 metres deep from reduced level	CM	37		
D	Excavate for column bases not exceeding 1.50 metres deep from reduced level	CM	61		
E	Extra over excavations for excavating in soft rock	CM	5		
<u>Disposal</u>					
F	Load, wheel and deposit surplus excavated material away from site	CM	449		
G	Return, fill and ram selected excavated material around foundations.	CM	98		
<u>Filling</u>					
H	300mm thick hardcore bed : hand packed : compacted in layers not exceeding 150mm thick : to the satisfaction of the Structural Engineer:	SM	402		
J	50mm Thick (Average) quarry dust or "equal and approved" blinding to surfaces of hardcore	SM	402		
K	Providing & laying Approved Fill Material (Natural Gravel), compacted in uniform layers of 200 - 300mm thick with motor grader on a prepared subgrade, compacting with vibratory rollers till 95% of the maximum dry density. Including tests on completion of each GSB layer. The strength of each GSB layer shall be evaluated by conducting CBR load test for obtaining a CBR value greater than 5 as per AASHTO T99	CM	906		
<u>Thickening</u>					
L		LM	3		

Extra Over in hardcore for forming sinkings average 600mm wide x 100mm deep				
Total Carried to Collection				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
A	<u>Anti - termite to treatment</u> Chemical anti-termite treatment, executed complete by an approved specialist under a ten-year guarantee, to surfaces of hardcore and vertical sides of excavated surfaces	SM	449		
B	<u>Damp-proof membrane</u> 1000 gauge polythene or other equal and approved damp-proof membrane, laid over blinded hardcore (measured separately) with 300mm side and end laps (measured nett-allow for laps)	SM	449		
C	<u>Mass concrete class 15 (1.4.8) in:-</u> 50mm thick blinding- Strip footing	SM	147		
D	50mm thick blinding - Column bases	SM	245		
E	<u>Vibrated reinforced concrete class 20, mix (1:2:4) with minimum cube strength of 13.5N/mm² at 7days and 20N/mm² at 28days with 20mm maximum aggregate size;-</u> Strip foundation	CM	29		
F	Column bases	CM	93		
G	Stub Columns	CM	11		
H	150mm thick surface bed	SM	449		
J	Steps and Ramp	CM	2		
	Reinforcement, as described:-[PROVISIONAL]				
	<u>Reinforcement to BS 4449:1997, Grade 460B high strength type 2 Ribbed bars with proof stress of 460 N/mm²; Including all necessary cutting, bending, fixing, wastage, overlaps and provision of spacer blocks and stools to S.E's detail</u>				
K	16 mm Diameter bars	KG	1925		
L	12 mm Diameter bars	KG	2492		
M	10mm Diameter bars	KG	3398		
N	8mm Diameter bars	KG	3511		
	<u>Steel mesh fabric reinforcement to BS 4483 : including setting in concrete with 300mm laps(measured nett : no allowance for laps)</u>				

P	Mesh reference A142 weighing 2.22 kilogrammes per square metre in floor beds	SM	449		
Total Carried to Collection					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>Sawn formwork as described to:-</u>				
A	Vertical sides of column base	SM	171		
B	Vertical sides of strip footing	SM	98		
C	Ditto to stub columns	SM	153		
D	Edge of slab, not exceeding 150mm girth	LM	124		
E	Edges of ramps strings;75-150mm high	LM	7		
F	Edges of step risers;70-150mm high	LM	6		
	<u>Natural hard approved quarry stone walling with a crushing strength of 7 N/mm²; walling bedded and jointed in cement and sand (1:4) mortar, reinforcement with and including 25mm wide x 20 gauge hoop iron at every alternate course as described in:</u>				
G	200mm Thick walling - foundation walling	SM	763		
	<u>Damp-proof courses, as described, to walls</u>				
H	200mm wide	LM	294		
J	150mm wide	LM	13		
K	100mm wide <u>Splash Apron</u>	LM	9		
L	600 x 600 x 50mm thick precast concrete paving slabs (2 Rows), laid on and including 100mm thick bed of sand and pointed at the joints with cement sand (1:3) mortar	SM	138		
	Plinth <u>Two coat external render cement sand (1:4) with a woodfloat</u>				
M	12mm Thick to plinths	SM	62		
	<u>Two coats black bitumastic paint on:</u>				
N	Rendered walls	SM	62		
Carried to Collection					

	<u>COLLECTION</u>				
	From Page GF/1				
	From Page GF/2				
	From Above				
	<u>ELEMENT NO. 1</u>	Carried to the			
	SUBSTRUCTURES	Main summary			

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>SECTION NO .1. - GROUND FLOOR</u>				
	<u>ELEMENT NO 2- REINFORCED CONCRETE FRAME</u>				
	<i>Vibrated reinforced concrete class 20, mix (1:2:4) with minimum cube strength of 13.5N/mm² at 7days and 20N/mm² at 28days with 20mm maximum aggregate size;-</i>				
A	Columns	CM	13		
B	Beams	CM	37		
C	150mm thick suspended slab	SM	414		
	Reinforcement, as described:-[PROVISIONAL]				
	<i>Reinforcement to BS 4449:1997 . Grade 460B high strength type 2 Ribbed bars with proof stress of 460 N/mm²; Including all necessary cutting, bending, fixing, wastage, overlaps and provision of spacer blocks and stools to S.E's detail</i>				
D	20 mm Diameter bars	KG	667		
E	16 mm Diameter bars	KG	1602		
F	12 mm Diameter bars	KG	3070		
G	10mm Diameter bars	KG	5339		
H	8mm Diameter bars	KG	2669		
	<i>Fair Face formwork as described to:-</i>				
J	Sides of columns	SM	192		
K	Sides and soffits of beams	SM	391		
L	Soffits of suspended slabs	SM	414		

M	Edges of slab not exceeding 150mm girth	LM	122	
ELEMENT NO. 2 REINFORCED CONCRETE FRAME		Carried to Main Summary		

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
:S					
<u>SECTION NO .1. - GROUND FLOOR</u>					
<u>ELEMENT NO. 3 STAIRCASE / RAMP CONSTRUCTION & FINISH</u>					
<i>Vibrated reinforced concrete class 20, mix (1:2:4) with minimum cube strength of 13.5N/mm² at 7days and 20N/mm² at 28days with 20mm maximum aggregate size;-</i>					
A	Base	CM	2		
B	Staircase	CM	7		
C	175mm thick staircase landing	SM	11		
D	Ramp Beams	CM	8		
E	150mm thick suspended sloping ramp complete with treating surface of unset concrete; to produce ribbed, herring bone pattern grooves diagonal to traffic flow	SM	72		
Reinforcement, as described:-[PROVISIONAL]					
<i>Reinforcement to BS 4449:1997 , Grade 460B high strength type 2 Ribbed bars with proof stress of 460 N/mm²; Including all necessary cutting, bending, fixing, wastage, overlaps and provision of spacer blocks and stools to S.E's detail</i>					
F	12 mm Diameter bars	KG	719		
G	10mm Diameter bars	KG	1797		
H	8mm Diameter bars	KG	1078		
<i>Fair Face formwork as described to:-</i>					
J	Vertical Sides of bases	SM	11		
K	Soffits of staircase landing	SM	11		

L	Sloping soffits of staircase	SM	24		
M	Vertical sides and soffits of ramp beams	SM	72		
N	Soffits of Ramp	SM	98		
P	Edges of staircase landing 150 - 225mm girth	LM	22		
Q	Staircase stringers over 225mm but not exceeding 300mm wide	LM	32		
R	Staircase risers 75 - 150mm high	LM	126		
S	Edge of ramp, 75 - 150mm girth	LM	94		
	<u>FINISHES</u>				
	<u>12mm thick (minimum) two coat cement, sand and lime plaster (1:1:6) with PVC edge and corner strip as described to:-</u>				
T	Soffits of staircase landings	SM	11		
U	Sloping soffits of staircase & Ramp <u>Cement and sand (1:3) screeds, backings, beds etc</u>	SM	195		
V	30mm thick bed finished to receive tile (m.s)	SM	11		
W	300 x 30mm thick tread finished to receive tiles (m.s)	LM	114		
X	150 x 20mm thick risers finished to receive tiles (m.s)	LM	126		
Y	30mm thick bed finished to receive granolithic finish (m.s)	SM	72		
	Total Carried to Collection				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>Supply & Fix tiles (To Architect's Approval) in regular or other approved pattern: to floor on prepared screed (m.s); with proprietary adhesive; jointed and pointed in matching coloured proprietary grouting; aluminium threshold including pvc spacers and expansion joint as necessary: all to Architect's approval.</u>				
A	300 x 300 x 10mm thick Non - Slip Ceramic Tiles	SM	11		
B	Ditto to 300mm wide treads, Complete with 2No. grooves	LM	114		
C	Ditto to 150mm high risers	LM	126		
D	10 x 150mm high skirting	LM	13		
E	Ditto to profile of treads and risers	LM	32		
	<u>Granolithic floor finish from approved sources; cement and marble chippings (1:2); washed; machine polished; to cement and sand screed backing (m/s)</u>				
F	20mm thick to ramps	SM	72		
G	25mm thick plastic dividing strips set flush with paving	LM	216		

H	Extra over treads for non-slip caborandum strip <i>Painting and decorating</i> <i>Skim, Prepare and apply three coats first quality silk vinyl emulsion paint on:-</i>	LM	38		
J	Plastered soffits of landings, staircase & Ramp <i>Balustrading and Railing - (Provisional)</i> <i>Staircase railing; In Mild Steel; one coat red oxide primer; three coats enamel gloss paintwork to metal surfaces</i>	SM	206		
K	1100mm high balustrading comprising 50mm diameter mild steel handrail welded onto and including 40mm diameter mild steel vertical balusters: 1100mm high balusters at 900mm centres; 2No. 30 x 3mm mild steel flat intermediate rails infilled with and including 25mm diameter 2tier mild steel intermediate balusters at 900mm centres (Refer to architect's details)	LM	27		
L	Ditto to Ramp <i>60mm diameter mildsteel handrail fixed to masonry wall solid balustrade using 200mm long 38mm diameter mildsteel brackets at 600mm centres.</i>	LM	86		
M	Handrail fixed to the wall	LM	12		
Total Carried to Collection					
<u>COLLECTION</u>					
Carried from page GF/5					
Carried from Above					
<u>ELEMENT NO. 3</u> STAIRCASE CONSTRUCTION & FINISHES		Carried to the Main summary			

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<u>SECTION NO .1. - GROUND FLOOR</u>					
<u>ELEMENT NO. 4 - WALLING</u>					
<i>Precast concrete class 20(12mm aggregate) including forwork , finishing fair face on all xposed surfaces,and bedding and jointing in cement sand (1:3) mortar</i>					
A	225mm thick approved precast concrete vent block bedded and jointed in cement and sand (1:3) mortar	SM	23		

B	200 x 200mm lintol, reinforced with and including four 12mm diameter mild steel rods and 6mm stirrups at 200mm centers <u>Fired clay vent blocks, finishing fair face on all xposed surfaces, and bedding and jointing in cement sand (1:3) mortar</u>	LM	12		
D	200mm thick Vent Blocks to Approved Sample <u>Permanent ventilation</u>	SM	26		
D	Pair of permanent ventilation size 225 x 225 x 25mm thick fixed with and including mosquito wire gauze <u>External walling</u> <u>Natural hard machine cut stone from an approved quarry with a crushing strength of 7.0 N/mm²; walling bedded and jointed in cement and sand (1:3) mortar, with and including reinforcement with and including 25mm wide x 20 gauge hoop iron at every alternate course as described in:</u>	NO	30		
E	200mm thick walling externally	SM	692		
F	Extra Over for key pointing - horizontal <u>Internal walling</u> <u>Natural hard machine cut stone from an approved quarry with a crushing strength of 7.0 N/mm²; walling bedded and jointed in cement and sand (1:3) mortar, with and including reinforcement with and including 25mm wide x 20 gauge hoop iron at every alternate course as described in:</u>	SM	692		
G	200mm thick walling internally	SM	369		
H	150mm thick walling internally	SM	16		
J	100mm thick walling internally	SM	41		
ELEMENT NO. 4 WALLING		Carried to the Main summary			

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
------	-------------	------	-----	------	--------

<u>SECTION NO .1. - GROUND FLOOR</u>			
<u>ELEMENT NO. 4 - ROOF CONSTRUCTION & FINISHES</u>			
<u>All the timber to be seasoned and treated with anti - termite treatment</u>			
<i><u>The following roof trusses in Celcured 2nd grade sawn cypress: hoisting and fixing up to a height not exceeding 9.0 metres above ground level; all jointing to be carried out with the aid of a full size bolting template : including splice plates and all necessary fixing accesories to Structural Engineer's satisfaction.</u></i>			
A	150 x 50mm Rafters	LM	28
B	150 x 50mm Tie beam	LM	21
C	100 x 50mm King Post	LM	10
D	100 x 50mm Ties and struts	LM	48
<i><u>Common Membersn in Celcured 2nd grade sawn cypress:-</u></i>			
E	150 x 50mm Valley rafters.	LM	14
F	75 x 50mm Purlins.	LM	45
G	200 x 50mm ridge board	LM	6
H	100 x 50mm Wall plate; with and including rawl down bolts at 1200mm centres to SE details	LM	22
<i><u>Roof covering</u></i>			
<i><u>IT5 Roofing sheets of Approved Color: 28 gauge; prepainted:-</u></i>			
J	Roof covering at a pitch of 25 degrees from the horizontal; 150mm laps on one end and one and a half corrugation side lap; fixed to angle section purlins with and including self-tapping screws and neoprene washers; include all the necessary fixing accessories	SM	37
K	Matching ridge piece; 400mm girth (average)	LM	6
L	Valley piece; twice bent to profile of valley; 570mm girth (average)	LM	14
M	Labour raking cutting roofing tiles along valleys and hips	LM	14
<i><u>Wrot Softwood; treated 2nd grade cypress or equal and approved</u></i>			
N	Moulded fascia board cover : 290mm girth : to approval	LM	23
P	Prepare and apply 3 coats 1st grade oil paint to surfaces not exceeding 300mm girth.	LM	23
<i><u>T & G boarding in prime grade wrot cypress</u></i>			
Q	25mm thick tongued and grooved boarding in 100mm wide strips secret nailed to and including 50 x 50mm softwood brandering at 600mm centres both	SM	14

directions; complete with three coats of approved stain including sanding & polishing and all the necessary preparations				
Total Carried to Collection				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>Rainwater goods:</u>				
	<i>24 Gauge galvanised mild steel gutters, down pipes and fittings; shaped as required</i>				
A	250 x 150mm box gutter including soldered in running length fixed to fascia board with and including brackets at rafter centers	LM	23		
B	Extra for outlet in box gutter, diameter 100mm	NO	4		
C	Extra for bend	NO	4		
D	100mm heavy duty uPVC rainwater downpipe fixed with and including mild steel straps at 900mm centres, plugged and screwed to wall	LM	14		
E	Extra for swanneck offset in pipe diameter	NO	4		
F	Extra for shoe in pipe diameter	NO	4		

	Total Carried to Collection			
<u>COLLECTION</u>				
From Page SF/8				
From Above				
<u>ELEMENT NO. 4</u> ROOF CONSTRUCTION & FINISHES	Carried to the Main summary			

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>SECTION NO .1. - GROUND FLOOR</u>				
	<u>ELEMENT NO. 5 - EXTERNAL FINISHES</u>				
	<u>External Floor finishes</u>				
	<u>Cement and sand (1:3) screeds, backings, beds etc</u>				
A	30mm thick bed finished to receive granolithic finish (m.s)	SM	34		
	<u>Granolithic floor finish from approved sources;cement and marble chippings (1:2); washed; machine polished; to cement and sand screed backing (m/s)</u>				
B	20mm thick	SM	34		
C	Ditto to 100mm high skirtings	LM	16		

D	25mm thick plastic dividing strips set flush with paving <u>External wall finishes</u> <u>15mm (minimum) render of cement and sand (1:4); wood trowelled smooth; complete with wire gauze anti-crack mechanism at the intersection of masonry walling and concrete beams as described to:-</u>	LM	102		
E	Concrete/masonry surfaces to receive paint (m.s)	SM	166		
F	Ditto to receive stone Cladding (m.s) <u>Blue stone cladding including delivery, grouting, fitbond waterproof adhesive, wax polish finish, spacers and all other materials and laying to completion as selected by the Architect: Allow for 50x50x2mm angle iron support to cladding at 1000mm centres horizontally</u>	SM	42		
G	300 x 200 x 25 mm tiling with linseed oil waterproofing; works polished to approval <u>Ceiling finishes</u> <u>12mm (minimum) two coat lime plaster including skimming; Plaster; 9mm thick first coat of cement and sand (1:4); 3mm second coat of cement and lime putty (1:6); steel trowelled smooth;</u>	SM	42		
H	Concrete soffits <u>Painting and decorating</u> <u>Prepare and apply three coats exterior premium quality silicon based weather guard paint: colour to approval by application strictly in accordance with suppliers printed instructions</u>	SM	39		
J	Plastered vertical wall/concrete surfaces	SM	166		
K	Plastered soffits	SM	39		
ELEMENT NO. 5 EXTERNAL FINISHES		Carried to the Main summary			

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<u>SECTION NO .1. - GROUND FLOOR</u>					
<u>ELEMENT NO. 6 - INTERNAL FINISHES</u>					
<u>Floor finishes</u>					
<u>Cement and sand (1:3) screeds, backings, beds etc</u>					
A	30mm thick bed finished to receive granolithic finish (m.s)	SM	231		
B	30mm thick bed finished to receive tiles (m.s) <u>Granolithic floor finish from approved sources; cement and marble chippings (1:2); washed; machine polished; to cement and sand screed backing (m/s)</u>	SM	177		

C	20mm thick	SM	231		
D	Ditto to 100mm high skirtings	LM	182		
E	25mm thick plastic dividing strips set flush with paving <u>Supply & Fix tiles (To Architect's Approval) in regular or other approved pattern; to floor on prepared screed (m.s); with proprietary adhesive; jointed and pointed in matching coloured proprietary grouting; aluminium threshold including pvc spacers and expansion joint as necessary: all to Architect's approval.</u>	LM	693		
F	300 x 300 x 10mm thick Non - Slip Ceramic Tiles	SM	177		
G	Ditto to 100mm high skirtings <u>Internal Wall finishes</u> <u>12mm (minimum) two coat lime plaster including skimming; Plaster; 9mm thick first coat of cement and sand (1:4); 3mm second coat of cement and lime putty (1:6); steel trowelled smooth; complete with wire gauze anticrack mechanism at the intersection of masonry walling and concrete beams as described to:-</u>	LM	148		
H	Concrete/masonry surfaces internally generally <u>Cement and sand (1:4) backings etc</u>	SM	1,836		
J	15mm backing finished to receive ceramic wall tiles (m.s)	SM	94		
Total Carried to Collection					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>Supply & Fix Approved tiles to Architect's selection & approval to floor on prepared backing (m.s) in approved patterns as directed by the Architect; with proprietary adhesive; jointed and pointed in matching coloured proprietary anti - fungal waterproof grouting; aluminium threshold & corner strips including pvc spacers and expansion joint as necessary: all to Architect's approval.</u>				

A	200 x 300 x 10mm thick Matt Ceramic Tiles	SM	94		
	<u>Ceiling finishes</u>				
	<i>12mm (minimum) two coat lime plaster including skimming; Plaster; 9mm thick first coat of cement and sand (1:4); 3mm second coat of cement and lime putty (1:6); steel trowelled smooth;</i>				
B	Concrete soffits	SM	408		
	<u>Painting and decorating</u>				
	<i>Skim, Prepare and apply three coats first quality silk vinyl emulsion paint on:-</i>				
C	Plastered vertical wall/concrete surfaces	SM	1,836		
D	Plastered soffits	SM	408		
Total Carried to Collection					
<u>COLLECTION</u>					
Carried from page GF/11					
Carried from Above					
ELEMENT NO. 6		Carried to the			
INTERNAL FINISHES		Main summary			

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
------	-------------	------	-----	------	--------

<u>SECTION NO .1. - GROUND FLOOR</u>			
<u>ELEMENT NO. 7 - WINDOWS [REFER TO WINDOW SCHEDULES]</u>			
<u>Steel casement windows[Refer to theArchitect's drawing & detail]</u>			
<u>Purpose made steel casement windows made from heavy duty frame 3mm thick with burglar proof bars, PV units with mosquito gauze and brass iron mongery, including fasteners and stays fixed to masonry jambs and concrete head and cills, with mastic pointing all round, including all welding and priming with red oxide before fixing</u>			
<u>Supply and fix the following standard mild steel casement windows comprising of standard Z- section framing; complete with aluminium fasteners, stays and all other necessary iron mongery; including burglar proofing and 75x3mm thick perforated permanent vent and hood at the top infilled with mosquito gauze wire and all primed in one coat red oxide primer before delivery to the site</u>			
A	Window Overall size 1,800 x 1,800mm high	NO	17
B	Window Overall size 1,500 x 1,800mm high	NO	1
B	Window Overall size 1,200 x 1,800mm high	NO	2
C	Window Overall size 1,200 x 900mm high	NO	1
D	Window Overall size 900 x 900mm high	NO	5
<u>Clear Sheet Glass</u>			
E	4mm Glass and glazing to metal with putty in panes, girth - 0.10 to 0.50 square meters	SM	62
F	Ditto but Frosted glass	SM	5
<u>Burglar proofing</u>			
G	Supply and fix decorate mild steel grilles in 50 x 50 x 3mm thick square hollow sections external framework and infilled with 25 x 25 x3mm SHS and 25 x 8mm thick flat bars all cut and welded together in approved decorative patterns including priming with red lead oxide after fabrication	SM	5
<u>Window cill</u>			
<u>Precast concrete class 20 (12mm aggregate), including formwork, finishing fair face on all exposed surfaces, hoisting and placing in position, bedding and jointing in cement and sand (1:3) mortar</u>			
H	150 x 50mm thick window cill once rebated; 20 x 20mm splaged drip and jointing in cement and sand 1:3 mortar	LM	48
<u>In Prime Grade Wrot Cypress</u>			
J	175 x 25mm window board, plugged, screwed and pelleted	LM	40
K		LM	40

25 x 25mm quadrant beading; plugged				
Total Carried to Collection				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
A	<p><u>Curtain Rods</u></p> <p>Twin curtain rod comprising 30mm and 25mm diameter mild steel rods , joint together and secured to wall with approved mild steel brackets : primed and painted : 2no. mild steel decorative top stop knobs : curtain rings and wall mounted fastening hook and all other necessary accessories, all in accordance with Architect's details <i>Finishing to reveals</i></p> <p><u>15 mm cement and sand (1:3) render,finished with woodfloat to:-</u></p>	LM	48		
B	<p>Concrete or masonry surfaces externally</p> <p><u>12mm (minimum) two coat lime plaster as described to</u></p>	SM	16		
C	<p>Concrete or masonry surfaces internally</p> <p><i>Painting & derocation</i></p> <p><u>Prepare and apply one undercoat and two finishing coats first quality weatheguard emulsion paint on:-</u></p>	SM	16		
D	<p>Concrete or masonry surfaces externally</p> <p><u>Skim, Prepare and apply three coats first quality silk vinyl emulsion paint on:-</u></p>	SM	16		
E	<p>Plastered walls internally</p> <p><u>Prepare, touch up one coat grey oxide primer and apply three coats of first quality gloss oil paint from approved sources to:-</u></p>	SM	16		
F	<p>General surfaces of windows</p> <p><u>Knot, prime, stop and apply three coats polyurethane clear varnish to:</u></p>	SM	134		
G	<p>Window board/Beading over 200mm but not exceeding 300mm girth</p>	LM	40		
Total Carried to Collection					

<u>COLLECTION</u>				
Carried from page GF/13				
Carried from Above				
<u>ELEMENT NO. 7</u> WINDOWS	Carried to the Main summary			

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>SECTION NO .1. - GROUND FLOOR</u>				
	<u>ELEMENT NO. 8 - DOORS [REFER ALL TO ARCHITECT'S SCHEDULES]</u>				
	<u>Supply and fix hardwood Frames with and including supply of low expansion polyurethane foam ; in Wrot mahogany or equivalent hardwood and approved (stained to match the colour of veneer):</u>				
A	Ex 50 x 200mm Frame with one labour and 10mm groove to detail; plugged	LM	30		
B	Ditto Transome	LM	9		
C	Ex 50 x 25mm Architrave with 10mm groove to detail; plugged	LM	59		
D	Ex 25 x 25mm quadrant	LM	59		
	<u>Supply and fix softwood Frames with and including supply of low expansion polyurethane foam; in Prime Grade Wrot Cypress or equivalent softwood and approved (stained to match the colour of veneer):</u>				
E	Ex 50 x 200mm Frame with one labour and 10mm groove to detail; plugged	LM	142		
F	Ditto Transome	LM	24		
G	Ex 50 x 25mm Architrave with 10mm groove to detail; plugged	LM	283		
H	Ex 25 x 25mm quadrant	LM	283		
	Solid timber doors				
	<u>50mm thick solid core Mahogany panelled doors to B.S 459: part 2 faced both sides with 6mm mahogany plywood and lipped on all edges in hardwood; including grooves per detail</u>				
J	Double Door Overall Size 3100 x 2600mm high comprising of 2No. Equal openable door leaves size 1000 x 2400mm high with 100 x 50mm top and middle rails, 100 x 50mm stiles, curved mullions and mouldings - All to the Architects Detail	NO	1		

K	Ditto size 2,225 x 2600 mm high in 2 No. equal openable door leaves size 750 x 2400mm high	NO	2		
L	Ditto size 1200 x 2600 mm high in 2 No. equal openable door leaves size 600 x 2400mm high	NO	1		
Solid flush doors					
<u>50mm thick solid core flush door to B.S 459: part 2 faced both sides faced both sides with 3mm veneer and lipped on all edges in hardwood, all as per Architects details</u>					
N	Double Door size 1,500mm x 2400mm high [Double Action Hinges]	NO	3		
Q	Single Leaf Door size 900mm x 2400mm high	NO	14		
Total Carried to Collection					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
Semi Solid flush doors					
<u>45mm thick semi solid core flush door to B.S 459: part 2 faced both sides faced both sides with 3mm veneer and lipped on all edges in hardwood, all as per Architects details</u>					
A	Single Leaf Door size 1,000mm x 2,400mm high [Double Action Hinges]	NO	2		
B	Single Leaf Door size 900mm x 2,400mm high	NO	2		
C	Single Leaf Door size 800mm x 2,100mm high	NO	4		
<u>Fanlight glazing</u>					
D	4mm thick clear glass fixed with timber beads (m.s)	SM	9		
E	Ditto but obscured to washroom doors	SM	1		
Steel Doors					
<u>Supply, assemble and fix the following purposemade heavy duty steel door complete with fixing hugs on, pin type hinges including all necessary cutting and all ironmongery as Kasmetal or equal and approved including all welding and priming with red oxide before fixing (Refer to attached door schedules)</u>					
F	Double Door overall size 1,200 x 2,400mm high complete with 100 x 25 x 2mm RHS framing all round; 100 x 25 x 2mm RHS middle rails; infilled with 3mm thick metal	NO	1		

G	Ditto Single leaf Door overall size 900 x 2700mm high <i>Painting and decorating</i> <i>Aluminium primer or other equal and approved wood primer before fixing: -</i>	NO	1		
H	Frames; over 100mm but not exceeding 200mm girth	LM	343		
J	Surfaces over 300mm girth <i>Prepare and apply approved stain, sanding sealer and three coats of 'Crown Paints Solo' or other equal and approved varnish to :</i>	SM	58		
K	General timber surfaces	SM	160		
L	Frames; over 100mm but not exceeding 200mm girth	LM	343		
M	Surfaces over 300mm girth	SM	58		
Total Carried to Collection					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
A	<i>Prepare and apply one coat etching primer two undercoats and one coat oil paint full gloss furnish to:-</i> General surfaces of metal doors <i>Ironmongery</i> <i>Supply and fix the following ironmongery as approved with matching screws:-</i> <i>NOTE: Tenderer to refer to the drawing & schedule for iron mongery - All iron mongery to be per Architect's Approval [Tenderer to Provide a Sample board]</i> <i>To softwood, hardwood or the like fixing with screw:</i>	SM	6		
B	Brass ball bearing hinges; 100 mm	PRS.	38.5		
C	Double action stainless steel hinges	PRS.	15.0		
D	Four lever mortice lock complete with furniture	NO	4		
E	Three lever mortice lock complete with furniture	NO	17		
F	Two lever mortice lock complete with furniture	NO	8		
G	Aluminium door Kicker plates; 900mm x 300mm	NO	16		

H	Coat & hat hook - Rubber tipped	NO	5		
J	Delayed Heavy Duty action closer as approved	NO	4		
	<i>To concrete or blockwork; fixing with bolts; plugging</i>				
K	Rubber door stop	NO	35		
Total Carried to Collection					
<u>COLLECTION</u>					
Carried from page GF/15					
Carried from page GF/16					
Carried from Above					
<u>ELEMENT NO. 8</u>		Carried to the			
DOORS		Main summary			

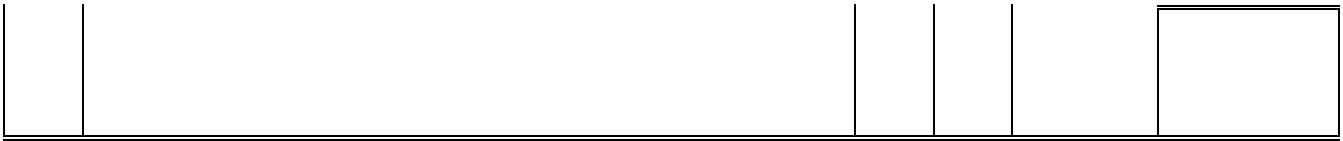
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<u>SECTION NO .1. - GROUND FLOOR</u>					
<u>ELEMENT NO. 9- JOINERY & FITTINGS</u>					
<i>Reception Counter</i>					
A	Reception counter overall size 5500 x 900 x 1200mm high shaped to details comprising of 20mm thick granite slab worktop fixed onto 20mm thick blockboard,20mm thick laminated MDF doors, dividing panels, frontal faces with decorations to details.	NO	1		
<i>The following in 100mm thick benching concrete class 15 with 12mm cement sand plaster to top and edges; including all necessary formwork and BRC A142 mesh reinforcement weighing 2.22 kg per square metre</i>					

B	100mm thick benching <i>Worktops</i> <i>600mm wide tops; 75mm thick reinforced concrete (class 25/20 mm aggregate) suspended worktop and fascia; Single layer fabric mesh reinforcement to BS 4483 ref. A142 weighing ; 2.22 kg per square metre fixed in suspended worktop; Sawn formwork to horizontal soffits and sides of worktop and vertical edges of suspended slab; build end of 75 mm thick suspended concrete slab in masonry walling, 100 mm thick; finished with 20mm thick terrazzo finish to top, edges, 300mm high fascia and plaster and paint to soffits</i>	SM	25		
C	9,000mm long	NO	1		
D	6,000mm long	NO	3		
E	4,500mm long	NO	1		
F	5,000mm long; allow for forming holes for sink (m.s)	NO	2		
G	3,100mm long; allow for forming holes for sink (m.s) <i>The following in blockboard shelf, sides dividers, back etc stained moulded oak veneered blockboard drawers and doors, complete with malpha hinges viro make cylinder lock, handles and eggshell paint</i>	NO	7		
H	Low level cupboard size 9,000 x 600 x 900mm high	NO	1		
J	Ditto 6,000mm long	NO	3		
K	Ditto 5,000mm long	NO	3		
L	Ditto 4,500mm long	NO	1		
M	High level cupboard size 9,000 x 300 x 600mm high	NO	1		
N	Ditto 6,000mm long	NO	3		
P	Ditto 5,000mm long	NO	3		
Q	Ditto 4,500mm long	NO	1		
R	Ditto 3,100mm long	NO	2		
	ELEMENT NO. 9 JOINERY FITTINGS				Carried to the Main summary

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
------	-------------	------	-----	------	--------

A	<p><u>SECTION NO .1. - GROUND FLOOR</u></p> <p><u>ELEMENT NO. 10- BUILDER'S WORK IN CONNECTION WITH SPECIALIST SERVICES</u></p> <p><i>Inspect all architectural, mechanical, electrical and structural drawings as provided; allow for all builders work associated with all the specialist works</i></p> <p>Cut away fittings and pipework; form all holes, chases, etc and make good after the plumber, electrician and all other specialist works</p>	ITEM			
	<p><u>ELEMENT NO. 10</u> BUILDER'S WORK IN CONNECTION</p>				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>SECTION NO .1. - GROUND FLOOR</u>				
	<u>MAIN SUMMARY</u>				
1	SUBSTRUCTURES		GF/3		
2	REINFORCED CONCRETE FRAME		GF/4		
3	STAIRCASE CONSTRUCTION & FINISHES		GF/6		
4	WALLING		GF/7		
3	ROOF CONSTRUCTION & FINISHES		GF/9		
5	EXTERNAL FINISHES		GF/10		
6	INTERNAL FINISHES		GF/12		
7	WINDOWS		GF/14		
8	DOORS		GF/17		
9	JOINERY FITTINGS		GF/18		
10	BUILDER'S WORK IN CONNECTION		GF/19		
	<u>SECTION NO. 1 - GROUND FLOOR</u>				
	<u>TOTAL AMOUNT</u>				
		<u>CARRIED TO THE</u>			
		<u>GRAND SUMMARY</u>			
		KSHS			



FIRST FLOOR

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<u>SECTION NO 2 - FIRST FLOOR</u>					
<u>ELEMENT NO 1- REINFORCED CONCRETE FRAME</u>					
<i><u>Vibrated reinforced concrete class 20, mix (1:2:4) with minimum cube strength of 13.5N/mm² at 7days and 20N/mm² at 28days with 20mm maximum aggregate size;-</u></i>					
A	Columns	CM	13		
B	Beams	CM	32		
C	150mm thick suspended slab	SM	9		
Reinforcement, as described:-[PROVISIONAL]					
<i><u>Reinforcement to BS 4449:1997, Grade 460B high strength type 2 Ribbed bars with proof stress of 460 N/mm²; Including all necessary cutting, bending, fixing, wastage, overlaps and provision of spacer blocks and stools to S.E's detail</u></i>					
D	20 mm Diameter bars	KG	253		
E	16 mm Diameter bars	KG	608		
F	12 mm Diameter bars	KG	1165		
G	10mm Diameter bars	KG	2026		
H	8mm Diameter bars	KG	1013		
<i><u>Fair Face formwork as desribed to:-</u></i>					
J	Sides of columns	SM	192		
K	Sides and soffits of beams	SM	391		
L	Soffits of suspended slabs	SM	9		
M	Edges of slab not exceeding 150mm girth	LM	6		

ELEMENT NO. 1	Carried to			
<u>REINFORCED CONCRETE FRAME</u>	Main Summary			

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		SHES			
	<u>SECTION NO 2 - FIRST FLOOR</u>				
	<u>ELEMENT NO. 3 STAIRCASE / RAMP CONSTRUCTION & FINI</u>				
	<i>Vibrated reinforced concrete class 20, mix (1:2:4) with minimum cube strength of 13.5N/mm² at 7days and 20N/mm² at 28days with 20mm maximum aggregate size;-</i>				
A	Staircase	CM	7		
B	175mm thick staircase landing	SM	11		
C	Ramp Beams	CM	8		
D	150mm thick suspended sloping ramp complete with treating surface of unset concrete; to produce ribbed, herring bone pattern grooves diagonal to traffic flow	SM	72		
	Reinforcement, as described:-[PROVISIONAL]				
	<i>Reinforcement to BS 4449:1997 , Grade 460B high strength type 2 Ribbed bars with proof stress of 460 N/mm²; Including all necessary cutting, bending, fixing, wastage, overlaps and provision of spacer blocks and stools to S.E's detail</i>				
E	12 mm Diameter bars	KG	687		
F	10mm Diameter bars	KG	1717		
G	8mm Diameter bars <i>8mm Diameter bars</i>	KG	1030		
H	Soffits of staircase landing	SM	11		
J	Sloping soffits of staircase	SM	24		
K	Vertical sides and soffits of ramp beams	SM	72		
L	Soffits of Ramp	SM	98		
M	Edges of staircase landing 150 - 225mm girth	LM	22		
N	Staircase stringers over 225mm but not exceeding 300mm wide	LM	32		
P	Staircase risers 75 - 150mm high	LM	126		
Q	Edge of ramp, 75 - 150mm girth	LM	94		
	<u>FINISHES</u>				
	<i>12mm thick (minimum) two coat cement, sand and lime plaster (1:1:6) with PVC edge and corner strip as described to:-</i>				
R	Soffits of staircase landings	SM	11		

S	Sloping soffits of staircase & Ramp <i>Cement and sand (1:3) screeds, backings, beds etc</i>	SM	195		
T	30mm thick bed finished to receive tile (m.s)	SM	11		
U	300 x 30mm thick tread finished to receive tiles (m.s)	LM	114		
V	150 x 20mm thick risers finished to receive tiles (m.s)	LM	126		
W	30mm thick bed finished to receive granolithic finish (m.s)	SM	72		
Total Carried to Collection					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<i>Supply & Fix tiles (To Architect's Approval) in regular or other approved pattern; to floor on prepared screed (m.s); with proprietary adhesive; jointed and pointed in matching coloured proprietary grouting; aluminium threshold including pvc spacers and expansion joint as necessary: all to Architect's approval.</i>				
A	300 x 300 x 10mm thick Non - Slip Ceramic Tiles	SM	11		
B	Ditto to 300mm wide treads, Complete with 2No. grooves	LM	114		
C	Ditto to 150mm high risers	LM	126		
D	10 x 150mm high skirting	LM	13		
E	Ditto to profile of treads and risers	LM	32		
	<i>Granolithic floor finish from approved sources: cement and marble chippings (1:2); washed; machine polished; to cement and sand screed backing (m/s)</i>				
F	20mm thick to ramps	SM	72		
G	25mm thick plastic dividing strips set flush with paving	LM	216		
H	Extra over treads for non-slip caborandum strip	LM	38		
	<i>Painting and decorating</i>				
	<i>Skim, Prepare and apply three coats first quality silk vinyl emulsion paint on:-</i>				
J	Plastered soffits of landings, staircase & Ramp	SM	206		
	<i>Balustrading and Railing - (Provisional)</i>				
	<i>Staircase railing: In Mild Steel; one coat red oxide primer; three coats enamel gloss paintwork to metal surfaces</i>				
K	1100mm high balustrading comprising 50mm diameter mild steel handrail welded onto and including 40mm diameter mild steel vertical balusters: 1100mm high balusters at 900mm centres: 2No. 30 x 3mm mild steel flat intermediate rails infilled with and including 25mm diameter 2tier mild steel intermediate balusters at 900mm centres (Refer to architect's details)	LM	27		

L	Ditto to Ramp <i>60mm diameter mildsteel handrail fixed to masonry wall solid balustrade using 200mm long 38mm diameter mildsteel brackets at 600mm centres.</i>	LM	86		
M	Handrail fixed to the wall	LM	12		
Total Carried to Collection					
<u>COLLECTION</u>					
Carried from page FF/2					
Carried from Above					
<u>ELEMENT NO. 3</u>		Carried to the			
STAIRCASE CONSTRUCTION & FINISHES		Main summary			

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<u>SECTION NO 2 - FIRST FLOOR</u>					
<u>ELEMENT NO. 3 - WALLING</u>					
<i>Precast concrete class 20(12mm aggregate) including forwork , finishing fair face on all xposed surfaces,and bedding and jointing in cement sand (1:3) mortar</i>					
A	225mm thick approved precast concrete vent block bedded and jointed in cement and sand (1:3) mortar	SM	23		
B	200 x 200mm lintol, reinforced with and including four 12mm diameter mild steel rods and 6mm stirrups at 200mm centers	LM	12		
<i>Fired clay vent blocks, finishing fair face on all xposed surfaces,and bedding and jointing in cement sand (1:3) mortar</i>					
C	200mm thick Vent Blocks to Approved Sample	SM	26		
<i>Permanent ventilation</i>					
D	Pair of permanent ventilation size 225 x 225 x 25mm thick fixed with and including mosquito wire gauze	NO	30		
<i>External walling</i>					
<i>Natural hard machine cut stone from an approved quarry with a crushing strength of 7.0 N/mm²; walling bedded and jointed in cement and sand (1:3) mortar, with and including reinforcement with and including 25mm wide x 20 gauge hoop iron at every alternate course as described in;</i>					
E	200mm thick walling externally	SM	645		

F	Extra Over for key pointing - horizontal <u>Internal walling</u> <u>Natural hard machine cut stone from an approved quarry with a crushing strength of 7.0 N/mm²; walling bedded and jointed in cement and sand (1:3) mortar; with and including reinforcement with and including 25mm wide x 20 gauge hoop iron at every alternate course as described in;</u>	SM	645		
G	200mm thick walling internally	SM	290		
H	150mm thick walling internally	SM	20		
J	100mm thick walling internally	SM	49		
<u>ELEMENT NO. 3</u> WALLING		Carried to the Main summary			

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<u>SECTION NO 2 - FIRST FLOOR</u>					
<u>ELEMENT NO. 5 - EXTERNAL FINISHES</u>					
<u>External Floor finishes</u>					
<u>Cement and sand (1:3) screeds, backings, beds etc</u>					
A	30mm thick bed finished to receive granolithic finish (m.s) <u>Granolithic floor finish from approved sources; cement and marble chippings (1:2); washed; machine polished; to cement and sand screed backing (m/s)</u>	SM	21		
B	20mm thick	SM	21		
C	Ditto to 100mm high skirtings	LM	15		
D	25mm thick plastic dividing strips set flush with paving	LM	63		
<u>External wall finishes</u>					
<u>15mm (minimum) render of cement and sand (1:4); wood trowelled smooth; complete with wire gauze anti-crack mechanism at the intersection of masonry walling and concrete beams as described to:-</u>					
E	Concrete/masonry surfaces to receive paint (m.s) <u>Balustrading (Provisional)</u> <u>In Mild Steel; one coat red oxide primer; three coats enamel gloss paintwork to metal surfaces</u>	SM	131		

F	1100mm high balustrading comprising 50mm diameter mild steel handrail welded onto and including 40mm diameter mild steel vertical balusters: 1100mm high balusters at 900mm centres: 2No. 30 x 3mm mild steel flat intermediate rails infilled with and including 25mm diameter 2tier mild steel intermediate balusters at 900mm centres (Refer to architect's details)	LM	4	
	<u>Ceiling finishes</u>			
	<u>12mm (minimum) two coat lime plaster including skimming; Plaster: 9mm thick first coat of cement and sand (1:4); 3mm second coat of cement and lime putty (1:6); steel trowelled smooth;</u>			
G	Concrete soffits	SM	32	
	<u>Painting and decorating</u>			
	<u>Prepare and apply three coats exterior premium quality silicon based weather guard paint: colour to approval by application strictly in accordance with suppliers printed instructions</u>			
H	Plastered vertical wall/concrete surfaces	SM	131	
J	Plastered soffits	SM	32	
	ELEMENT NO. 5 EXTERNAL FINISHES			Carried to the Main summary

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>SECTION NO 2 - FIRST FLOOR</u>				
	<u>ELEMENT NO. 6 - INTERNAL FINISHES</u>				
	<u>Floor finishes</u>				
	<u>Cement and sand (1:3) screeds, backings, beds etc</u>				
A	30mm thick bed finished to receive granolithic finish (m.s)	SM	124		
B	30mm thick bed finished to receive tiles (m.s)	SM	257		
	<u>Granolithic floor finish from approved sources: cement and marble chippings (1:2); washed; machine polished; to cement and sand screed backing (m/s)</u>				
C	20mm thick	SM	124		
D	Ditto to 100mm high skirtings	LM	189		
E	25mm thick plastic dividing strips set flush with paving	LM	372		
	<u>Supply & Fix tiles (To Architect's Approval) in regular or other approved pattern; to floor on prepared screed (m.s); with proprietary adhesive; jointed and pointed in matching coloured proprietary grouting; aluminium threshold including pvc spacers and expansion joint as necessary: all to Architect's approval.</u>				

F	300 x 300 x 10mm thick Non - Slip Ceramic Tiles	SM	257	
G	Ditto to 100mm high skirtings	LM	213	
<u>Internal Wall finishes</u>				
<u>12mm (minimum) two coat lime plaster including skimming; Plaster: 9mm thick first coat of cement and sand (1:4); 3mm second coat of cement and lime putty (1:6); steel trowelled smooth; complete with wire gauze anti-crack mechanism at the intersection of masonry walling and concrete beams as described to:-</u>				
H	Concrete/masonry surfaces internally generally	SM	2,079	
<u>Cement and sand (1:4) backings etc</u>				
J	15mm backing finished to receive ceramic wall tiles (m.s)	SM	174	
Total Carried to Collection				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
A	<u>Supply & Fix Approved tiles to Architect's selection & approval to floor on prepared backing (m.s) in approved patterns as directed by the Architect; with proprietary adhesive; jointed and pointed in matching coloured proprietary anti - fungal waterproof grouting; aluminium threshold & corner strips ,including pvc spacers and expansion joint as necessary: all to Architect's approval.</u> 200 x 300 x 10mm thick Polished Ceramic Tiles	SM	174		
<u>Ceiling finishes</u>					
<u>Suspended Ceiling</u>					
<u>12mm (minimum) two coat lime plaster including skimming; Plaster: 9mm thick first coat of cement and sand (1:4); 3mm second coat of cement and lime putty (1:6); steel trowelled smooth;</u>					
B	Concrete soffits	SM	392		
<u>Painting and decorating</u>					
<u>Skim. Prepare and apply three coats first quality silk vinyl emulsion paint on:-</u>					

C	Plastered vertical wall/concrete surfaces	SM	2,079		
D	Plastered soffits	SM	392		
Total Carried to Collection					
<u>COLLECTION</u>					
Carried from page FF/6					
Carried from Above					
ELEMENT NO. 6 INTERNAL FINISHES		Carried to the Main summary			

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<u>SECTION NO 2 - FIRST FLOOR</u>					
<u>ELEMENT NO. 7 - WINDOWS [REFER TO WINDOW SCHEDULES]</u>					
<i>Steel casement windows [Refer to the Architect's drawing & detail]</i>					
<i>Supply and fix the following standard mild steel casement windows comprising of standard Z- section framing; complete with aluminium fasteners, stays and all other necessary iron mongery; including burglar proofing and 75x3mm thick perforated permanent vent and hood at the top infilled with mosquito gauze wire and all primed in one coat red oxide primer before delivery to the site</i>					
A	Window Overall size 1,800 x 1,800mm high	NO	16		
B	Window Overall size 1,200 x 1,800mm high	NO	3		
C	Window Overall size 1,200 x 900mm high	NO	2		

D	Window Overall size 900 x 900mm high	NO	10		
	<u>Louvres Internally</u>	NO	3		
	Window Overall size 1,800 x 1,500mm high				
	<u>Clear Sheet Glass</u>				
E	4mm Glass and glazing to metal with putty in panes, girth - 0.10 to 0.50 square meters	SM	66		
F	Ditto but Frosted glass	SM	10		
	<u>Burglar proofing</u>				
G	Supply and fix decorate mild steel grilles in 50 x 50 x 3mm thick square hollow sections external framework and infilled with 25 x 25 x3mm SHS and 25 x 8mm thick flat bars all cut and welded together in approved decorative patterns including priming with red lead oxide after fabrication	SM	2		
	<u>Window cill</u>				
	<u>Precast concrete class 20 (12mm aggregate), including formwork, finishing fair face on all exposed surfaces, hoisting and placing in position, bedding and jointing in cement and sand (1:3) mortar</u>				
H	150 x 50mm thick window cill once rebated; 20 x 20mm splayed drip and jointing in cement and sand 1:3 mortar	LM	59		
	<u>In Prime Grade Wrot Cypress</u>				
J	175 x 25mm window board, plugged, screwed and pelleted	LM	49		
K	25 x 25mm quadrant beading; plugged	LM	49		
Total Carried to Collection					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
A	<u>Curtain Rods</u> Twin curtain rod comprising 30mm and 25mm diameter mild steel rods , joint together and secured to wall with approved mild steel brackets : primed and painted : 2no. mild steel decorative top stop knobs : curtain rings and wall mounted fastening hook and all other necessary accessories, all in accordance with Architect's details	LM	59		
	<u>Finishing to reveals</u>				
	<u>15 mm cement and sand (1:3) render,finished with woodfloat to:-</u>				
B	Concrete or masonry surfaces externally	SM	20		
	<u>12mm (minimum) two coat lime plaster as described to</u>				

C	Concrete or masonry surfaces internally <i>Painting & derocation</i> <u><i>Prepare and apply one undercoat and two finishing coats first quality weatherguard emulsion paint on:-</i></u>	SM	20		
D	Concrete or masonry surfaces externally <u><i>Skim, Prepare and apply three coats first quality silk vinyl emulsion paint on:-</i></u>	SM	20		
E	Plastered walls internally <u><i>Prepare, touch up one coat grey oxide primer and apply three coats of first quality gloss oil paint from approved sources to:-</i></u>	SM	20		
F	General surfaces of windows <u><i>Knot, prime, stop and apply three coats polyurethane clear varnish to:</i></u>	SM	153		
G	Window board/Beading over 200mm but not exceeding 300mm girth	LM	49		
Total Carried to Collection					
<u>COLLECTION</u>					
Carried from page FF/8					
Carried from Above					
<u>ELEMENT NO. 7</u> WINDOWS		Carried to the Main summary			

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<u>SECTION NO 2 - FIRST FLOOR</u>					
<u>ELEMENT NO. 8 - DOORS [REFER ALL TO ARCHITECT'S SCHEDULES]</u>					
<u>Supply and fix hardwood Frames with and including supply of low expansion polyurethane foam : in Wrot mahogany or equivalent hardwood and approved (stained to match the colour of veneer):</u>					
A	Ex 50 x 200mm Frame with one labour and 10mm groove to detail; plugged	LM	16		

B	Ditto Transome	LM	5		
C	Ex 50 x 25mm Architrave with 10mm groove to detail; plugged	LM	32		
D	Ex 25 x 25mm quadrant	LM	32		
<p><u>Supply and fix softwood Frames with and including supply of low expansion polyurethane foam; in Prime Grade Wrot Cypress or equivalent softwood and approved (stained to match the colour of veneer):</u></p>					
E	Ex 50 x 200mm Frame with one labour and 10mm groove to detail; plugged	LM	163		
F	Ditto Transome	LM	28		
G	Ex 50 x 25mm Architrave with 10mm groove to detail; plugged	LM	325		
H	Ex 25 x 25mm quadrant	LM	325		
<p>Solid timber doors</p> <p><u>50mm thick solid core Mahogany panelled doors to B.S 459: part 2 faced both sides with 6mm mahogany plywood and lipped on all edges in hardwood; including grooves per detail</u></p>					
J	Double Door Overall Size 3100 x 2600mm high comprising of 2No. Equal openable door leaves size 1000 x 2400mm high with 100 x 50mm top and middle rails, 100 x 50mm stiles, curved mullions and mouldings - All to the Architects Detail	NO	1		
K	Ditto size 2,225 x 2600 mm high in 2 No. equal openable door leaves size 750 x 2400mm high	NO	1		
<p>Solid flush doors</p> <p><u>50mm thick solid core flush door to B.S 459: part 2 faced both sides faced both sides with 3mm veneer and lipped on all edges in hardwood, all as per Architects details</u></p>					
L	Double Door size 1,500mm x 2400mm high [Double Action Hinges]	NO	4		
M	Single Leaf Door size 1,000mm x 2400mm high [Double Action Hinges]	NO	2		
N	Single Leaf Door size 900mm x 2400mm high	NO	9		
Total Carried to Collection					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<p>Semi Solid flush doors</p> <p><u>45mm thick semi solid core flush door to B.S 459: part 2 faced both sides faced both sides with 3mm veneer and lipped on all edges in hardwood, all as per Architects details</u></p>				

A	Single Leaf Door size 1,000mm x 2,400mm high [Double Action Hinges]	NO	2		
B	Single Leaf Door size 900mm x 2400mm high	NO	4		
C	Single Leaf Door size 800mm x 2100mm high	NO	8		
<u>Fanlight glazing</u>					
D	4mm thick clear glass fixed with timber beads (m.s)	SM	9		
E	Ditto but obscured to washroom doors	SM	1		
<u>Painting and decorating</u>					
<u>Aluminium primer or other equal and approved wood primer before fixing:</u>					
-					
F	Frames; over 100mm but not exceeding 200mm girth	LM	357		
G	Surfaces over 300mm girth	SM	61		
<u>Prepare and apply approved stain, sanding sealer and three coats of 'Crown Paints Solo' or other equal and approved varnish to :</u>					
H	General timber surfaces	SM	159		
J	Frames; over 100mm but not exceeding 200mm girth	LM	357		
K	Surfaces over 300mm girth	SM	61		
Total Carried to Collection					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
------	-------------	------	-----	------	--------

	<p><u>Ironmongery</u></p> <p><u>Supply and fix the following ironmongery as approved with matching screws:-</u></p> <p><u>NOTE: Tenderer to refer to the drawing & schedule for iron mongery - All iron mongery to be per Architect's Approval [Tenderer to Provide a Sample board]</u></p> <p><u>To softwood, hardwood or the like fixing with screw:</u></p>				
A	Brass ball bearing hinges; 100 mm	PRS.	48.0		
B	Double action stainless steel hinges	PRS.	19.0		
C	Four lever mortice lock complete with furniture	NO	2		
D	Three lever mortice lock complete with furniture	NO	15		
E	Two lever mortice lock complete with furniture	NO	14		
F	Aluminium door Kicker plates; 900mm x 300mm	NO	28		
G	Coat & hat hook - Rubber tipped	NO	9		
H	Delayed Heavy Duty action closer as approved	NO	2		
	<u>To concrete or blockwork; fixing with bolts; plugging</u>				
J	Rubber door stop	NO	37		
	Total Carried to Collection				
	<u>COLLECTION</u>				
	Carried from page FF/10				
	Carried from page FF/11				
	Carried from Above				
	<u>ELEMENT NO. 8</u>				
	Carried to the				

DOORS	Main summary				
--------------	---------------------	--	--	--	--

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<u>SECTION NO 2 - FIRST FLOOR</u>					
<u>ELEMENT NO. 9- JOINERY & FITTINGS</u>					
<i><u>Nurse Station</u></i>					
A	Reception counter overall size 5500 x 900 x 1200mm high L shaped to details comprising of 20mm thick granite slab worktop fixed onto 20mm thick blockboard, 20mm thick laminated MDF doors, dividing panels, frontal faces with decorations to details.	NO	1		
<i><u>The following in 100mm thick benching concrete class 15 with 12mm cement sand plaster to top and edges; including all necessary formwork and BRC A142 mesh reinforcement weighing 2.22 kg per square metre</u></i>					
B	100mm thick benching	SM	10		
<i><u>Worktops</u></i>					
<i><u>600mm wide tops; 75mm thick reinforced concrete (class 25/20 mm aggregate) suspended worktop and fascia; Single layer fabric mesh reinforcement to BS 4483 ref. A142 weighing ; 2.22 kg per square metre fixed in suspended worktop; Sawn formwork to horizontal soffits and sides of worktop and vertical edges of suspended slab; build end of 75 mm thick suspended concrete slab in masonry walling, 100 mm thick; finished with 20mm thick terrazzo finish to top, edges, 300mm high fascia and plaster and paint to soffits</u></i>					
C	5,000mm long; allow for forming holes for sink (m.s)	NO	1		
D	3,100mm long; allow for forming holes for sink (m.s)	NO	1		
<i><u>The following in blockboard shelf, sides dividers, back etc stained moulded oak veneered blockboard drawers and doors, complete with malpha hinges viro make cylinder lock, handles and eggshell paint</u></i>					
E	Low level cupboard size 5,000 x 600 x 900mm high	NO	1		
F	Ditto 4,000mm long	NO	1		

G	Ditto 3,100mm long	NO	5		
	<u>ELEMENT NO. 9</u> JOINERY FITTINGS	Carried to the Main summary			

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<p><u>SECTION NO 2 - FIRST FLOOR</u></p> <p><u>ELEMENT NO. 10 - BUILDER'S WORK IN CONNECTION WITH SPECIALIST SERVICES</u></p> <p><i><u>Inspect all architectural, mechanical, electrical and structural drawings as provided; allow for all builders work associated with all the specialist works</u></i></p>				

A	Cut away fittings and pipework; form all holes, chases, etc and make good after the plumber, electrician and all other specialist works	ITEM			
	ELEMENT NO. 10 BUILDER'S WORK IN CONNECTION	Carried to the Main summary			

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>SECTION NO 2 - FIRST FLOOR</u> <u>MAIN SUMMARY</u>				

1	REINFORCED CONCRETE & STRUCTURAL FRAME	FF/1	
3	STAIRCASE CONSTRUCTION & FINISHES	FF/3	
2	WALLING	FF/4	
4	EXTERNAL FINISHES	FF/5	
5	INTERNAL FINISHES	FF/7	
6	WINDOWS	FF/9	
7	DOORS	FF/12	
8	JOINERY FITTINGS	FF/13	
9	BUILDER'S WORK IN CONNECTION	FF/14	
SECTION NO. 2 - FIRST FLOOR <u>TOTAL AMOUNT</u>		<u>CARRIED TO THE</u> <u>GRAND SUMMARY</u>	
		KSHS	

SECOND FLOOR

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<u>SECTION NO 3 - SECOND FLOOR</u>					
<u>ELEMENT NO 1- REINFORCED CONCRETE FRAME</u>					
<i><u>Vibrated reinforced concrete class 20, mix (1:2:4) with minimum cube strength of 13.5N/mm² at 7days and 20N/mm² at 28days with 20mm maximum aggregate size;-</u></i>					
A	Columns	CM	13		
B	Ring Beam	CM	27		
C	150mm thick suspended slab	SM	20		
Reinforcement, as described:-[PROVISIONAL]					
<i><u>Reinforcement to BS 4449:1997, Grade 460B high strength type 2 Ribbed bars with proof stress of 460 N/mm²; Including all necessary cutting, bending, fixing, wastage, overlaps and provision of spacer blocks and stools to S.E's detail</u></i>					
D	20 mm Diameter bars	KG	274		
E	16 mm Diameter bars	KG	658		
F	12 mm Diameter bars	KG	1261		
G	10mm Diameter bars	KG	2193		
H	8mm Diameter bars	KG	1096		
<i><u>Fair Face formwork as desribed to:-</u></i>					
J	Sides of columns	SM	192		
K	Sides and soffits of ring beams	SM	325		
L	Soffits of suspended slabs	SM	20		
M	Edges of slab not exceeding 150mm girth	LM	18		

ELEMENT NO. 1	Carried to			
<u>REINFORCED CONCRETE FRAME</u>	Main Summary			

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>SECTION NO 3 - SECOND FLOOR</u>				
	<u>ELEMENT NO. 3 - WALLING</u>				
	<i><u>Precast concrete class 20(12mm aggregate) including forwork , finishing fair face on all xposed surfaces,and bedding and jointing in cement sand (1:3) mortar</u></i>				
A	250 x 50mm thick precast coping rebated on both sides; 20 x 20mm splaged drip and jointing in cement and sand 1:3 mortar	LM	12		
B	225mm thick approved precast concrete vent block bedded and jointed in cement and sand (1:3) mortar	SM	23		
C	200 x 200mm lintol, reinforced with and including four 12mm diameter mild steel rods and 6mm stirrups at 200mm centers	LM	12		
	<i><u>Fired clay vent blocks, finishing fair face on all xposed surfaces,and bedding and jointing in cement sand (1:3) mortar</u></i>				
D	200mm thick Vent Blocks to Approved Sample	SM	26		
	<i><u>Permanent ventilation</u></i>				
E	Pair of permanent ventilation size 225 x 225 x 25mm thick fixed with and including mosquito wire gauze	NO	30		
	<i><u>External walling</u></i>				
	<i><u>Natural hard machine cut stone from an approved quarry with a crushing strength of 7.0 N/mm²; walling bedded and jointed in cement and sand (1:3) mortar, with and including reinforcement with and including 25mm wide x 20 gauge hoop iron at every alternate course as described in;</u></i>				
F	200mm thick walling externally	SM	716		
G	200mm thick gable wall	SM	78		
H	Extra Over for key pointing - horizontal	SM	794		
	<i><u>Internal walling</u></i>				
	<i><u>Natural hard machine cut stone from an approved quarry with a crushing strength of 7.0 N/mm²; walling bedded and jointed in cement and sand (1:3) mortar, with and including reinforcement with and including 25mm wide x 20 gauge hoop iron at every alternate course as described in;</u></i>				
J	200mm thick walling internally	SM	212		
K	150mm thick walling internally	SM	20		

L	100mm thick walling internally	SM	37	
ELEMENT NO. 3 WALLING		Carried to the Main summary		

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<u>SECTION NO 3 - SECOND FLOOR</u>					
<u>ELEMENT NO. 4 - ROOF CONSTRUCTION & FINISHES</u>					
<u>All the timber to be seasoned and treated with anti - termite treatment</u>					
<i>The following rooftrusses in Celcured 2nd grade sawn cypress: hoisting and fixing up to a height not exceeding 9.0 metres above ground level; all jointing to be carried out with the aid of a full size bolting template : including splice plates and all necessary fixing accesories to Structural Engineer's satisfaction.</i>					
A	150 x 50mm Rafters	LM	398		
B	150 x 50mm Tie beam	LM	334		
C	100 x 50mm King Post	LM	145		
D	100 x 50mm Ties and struts	LM	733		
<i><u>Common Membersn in Celcured 2nd grade sawn cypress:-</u></i>					
E	150 x 50mm Common rafters.	LM	48		
F	150 x 50mm Hip rafters.	LM	18		
G	150 x 50mm Valley rafters.	LM	32		
H	75 x 50mm Purlins.	LM	560		
J	200 x 50mm ridge board	LM	52		
K	100 x 50mm Wall plate; with and including rawl down bolts at 1200mm centres to SE details	LM	270		
<u>Ramp canopy</u>					
<i><u>Framed; bolted and welded site connections - Truss No. 18</u></i>					
L	50 mm diameter x 4mm thick (3.55 kg/m) CHS;rafters and tie beams	LM	77		
M	25 mm diameter x 3mm thick (1.63 kg/m) CHS;struts and ties	LM	25		
N	100mm diameter x 4mm thick (9.47 kg/m) CHS; stanchions	LM	60		

P	100x50x20x1.5mm Z-purlins sections; welded to tops of rafters	LM	110		
Total Carried to Collection					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>Roof covering</u>				
	<u>IT5 Roofing sheets of Approved Color: 28 gauge: prepainted:-</u>				
	<u>Box Profile Galvanised corrugated iron (G.C.I) sheet profile: 28 gauge: prepainted:-</u>				
A	Roof covering at a pitch of 25 degrees from the horizontal; 150mm laps on one end and one and a half corrugation side lap; fixed to angle section purlins with and including self-tapping screws and neoprene washers; include all the necessary fixing accessories	SM	643		
B	Matching ridge piece; 400mm girth (average)	LM	52		
C	Valley piece; twice bent to profile of valley; 570mm girth (average)	LM	32		
D	Labour raking cutting roofing tiles along valleys and hips	LM	32		
E	Fair filled ridge and hip ends in coloured mortar to match	NO	50		
	<u>Wrot Softwood: treated 2nd grade cypress or equal and approved</u>				
F	Moulded fascia board cover : 290mm girth : to approval	LM	98		
G	Barge board; ditto	LM	58		
H	Prepare and apply 3 coats 1st grade oil paint to surfaces not exceeding 300mm girth.	LM	156		
	<u>T & G boarding in prime grade wrot cypress</u>				
J	25mm thick tongued and grooved boarding in 100mm wide strips secret nailed to and including 50 x 50mm softwood bandering at 600mm centres both directions; complete with three coats of approved stain including sanding & plishing and all the necessary perparations	SM	94		
	WaterProofing				
	<u>Mineral APP/ EPDM membrane with surface finish weighing 4kg/sm; laid on primer with torch-on process from an approved manufacturer; finish to horizontal roof slab and walls executed by a specialist under 10 years guarantee from mau west or equal and approved</u>				
K	4 mm Thick mineral shield APP membrane applied to roof slabs	SM	20		
L	Ditto to skirting 300mm high	LM	12		

M	Dress membrane round 100mm rainwater outlet <u>Lightweight water proofed screeds</u>	NO	1		
N	50mm average screed laid to falls and crossfalls to roof slabs	SM	20		
P	20mm ditto to walls <u>Cement and sand (1:3) screeds, backings, beds etc</u>	SM	4		
Q	30mm thick screed to receive tiles (m.s) <u>Concrete tiles</u>	SM	24		
R	Supply & Fix 200x200x20mm concrete tiles to floor on prepared screed (m.s) with proprietary adhesive; jointed and pointed in matching coloured proprietary grouting; including pvc spacers and expansion joint as necessary; all to Architect's approval.	SM	20		
S	20 x 100mm ditto skirting	LM	12		
Total Carried to Collection					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>Rainwater goods:</u>				
	<u>24 Gauge galvanised mild steel gutters, down pipes and fittings; shaped as required</u>				
A	250 x 150mm box gutter including soldered in running length fixed to fascia board with and including brackets at rafter centers	LM	84		
B	Extra for outlet in box gutter, diameter 100mm	NO	8		
C	Extra for bend	NO	8		
D	100mm heavy duty uPVC rainwater downpipe fixed with and including mild steel straps at 900mm centres, plugged and screwed to wall	LM	72		
E	Extra for swanneck offset in pipe diameter	NO	8		
F	Extra for shoe in pipe diameter	NO	8		

	Total Carried to Collection
	<u>COLLECTION</u>
	From Page SF/3
	From Page SF/4
	From Above
<u>ELEMENT NO. 4</u>	Carried to the
ROOF CONSTRUCTION & FINISHES	Main summary

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>SECTION NO 3 - SECOND FLOOR</u>				
	<u>ELEMENT NO. 5 - EXTERNAL FINISHES</u>				
	<u>External Floor finishes</u>				
	<i>Cement and sand (1:3) screeds, backings, beds etc</i>				
A	30mm thick bed finished to receive granolithic finish (m.s)	SM	21		
	<i>Granolithic floor finish from approved sources; cement and marble chippings (1:2); washed; machine polished; to cement and sand screed backing (m/s)</i>				
B	20mm thick	SM	21		
C	Ditto to 100mm high skirtings	LM	15		

D	25mm thick plastic dividing strips set flush with paving <u>External wall finishes</u> <i>15mm (minimum) render of cement and sand (1:4); wood trowelled smooth; complete with wire gauze anti-crack mechanism at the intersection of masonry walling and concrete beams as described to:-</i>	LM	63		
E	Concrete/masonry surfaces to receive paint (m.s) <u>Balustrading (Provisional)</u> <i>In Mild Steel;one coat red oxide primer; three coats enamel gloss paintwork to metal surfaces</i>	SM	131		
F	1100mm high balustrading comprising 50mm diameter mild steel handrail welded onto and including 40mm diameter mild steel vertical balusters: 1100mm high balusters at 900mm centres: 2No. 30 x 3mm mild steel flat intermediate rails infilled with and including 25mm diameter 2tier mild steel intermediate balusters at 900mm centres (Refer to architect's details) <u>Ceiling finishes</u> <i>Gypsum complete with and including 50 x 50mm softwood branderling at 600mm centres both directions suspended on existing soffits to Architect's details and approval.</i>	LM	4		
G	12 mm thick ceiling; horizontal	SM	32		
H	25 x 25mm high moulded gypsum cornice; with one labour <u>Painting and decorating</u> <i>Prepare and apply three coats exterior premium quality silicon based weather guard paint: colour to approval by application strictly in accordance with suppliers printed instructions</i>	LM	18		
J	Plastered vertical wall/concrete surfaces <i>Skim. Prepare and apply three coats first quality silk vinyl emulsion paint on:-</i>	SM	131		
K	Gypsum soffits; Complete with skimming with filler	SM	32		
ELEMENT NO. 5 EXTERNAL FINISHES		Carried to the Main summary			

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<u>SECTION NO 3 - SECOND FLOOR</u>					
<u>ELEMENT NO. 6 - INTERNAL FINISHES</u>					
<u>Floor finishes</u>					
<i>Cement and sand (1:3) screeds, backings, beds etc</i>					
A	30mm thick bed finished to receive granolithic finish (m.s)	SM	124		

B	30mm thick bed finished to receive tiles (m.s) <u>Granolithic floor finish from approved sources:cement and marble chippings (1:2); washed; machine polished; to cement and sand screed backing (m/s)</u>	SM	257		
C	20mm thick	SM	124		
D	Ditto to 100mm high skirtings	LM	189		
E	25mm thick plastic dividing strips set flush with paving <u>Supply & Fix tiles (To Architect's Approval) in regular or other approved pattern; to floor on prepared screed (m.s); with proprietary adhesive; jointed and pointed in matching coloured proprietary grouting; aluminium threshold including pvc spacers and expansion joint as necessary: all to Architect's approval.</u>	LM	372		
F	300 x 300 x 10mm thick Non - Slip Ceramic Tiles	SM	257		
G	Ditto to 100mm high skirtings <u>Internal Wall finishes</u> <u>12mm (minimum) two coat lime plaster including skimming; Plaster; 9mm thick first coat of cement and sand (1:4); 3mm second coat of cement and lime putty (1:6); steel trowelled smooth; complete with wire gauze anti-crack mechanism at the intersection of masonry walling and concrete beams as described to:-</u>	LM	213		
H	Concrete/masonry surfaces internally generally <u>Cement and sand (1:4) backings etc</u>	SM	2,041		
J	15mm backing finished to receive ceramic wall tiles (m.s)	SM	174		
Total Carried to Collection					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>Supply & Fix Approved tiles to Architect's selection & approval to floor on prepared backing (m.s) in approved patterns as directed by the Architect; with proprietary adhesive; jointed and pointed in matching coloured proprietary anti - fungal waterproof grouting; aluminium threshold & corner strips including pvc spacers and expansion joint as necessary: all to Architect's approval.</u>				

A	200 x 300 x 10mm thick Polished Ceramic Tiles	SM	174		
	<u>Ceiling finishes</u>				
	<u>Suspended Ceiling</u>				
	<u>Supply & fix Premium Grade Gypsum Board ceiling including vertical drops, coves, boxings & fascias using 12.5mm Gypsum Board Sheets as per design. Complete with Aluminium suspension Tee system and all specifications as aforementioned in 12.5mm thick MR Boards; to</u>				
B	12mm thick; horizontal	SM	392		
C	25 x 25mm high moulded gypsum cornice; with one labour	LM	401		
	<u>Painting and decorating</u>				
	<u>Skim, Prepare and apply three coats first quality silk vinyl emulsion paint on:-</u>				
E	Plastered vertical wall/concrete surfaces	SM	2,041		
F	Gypsum soffits; Complete with skimming with filler	SM	392		
Total Carried to Collection					
<u>COLLECTION</u>					
Carried from page SF/7					
Carried from Above					
ELEMENT NO. 6		Carried to the			
INTERNAL FINISHES		Main summary			

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
------	-------------	------	-----	------	--------

SECTION NO 3 - SECOND FLOOR			
ELEMENT NO. 7 - WINDOWS [REFER TO WINDOW SCHEDULES]			
<i>Steel casement windows[Refer to theArchitect's drawing & detail]</i>			
<i>Supply and fix the following standard mild steel casement windows comprising of standard Z- section framing; complete with aluminium fasteners, stays and all other necessary iron mongery; including burglar proofing and 75x3mm thick perforated permanent vent and hood at the top infilled with mosquito gauze wire and all primed in one coat red oxide primer before delivery to the site</i>			
A	Window Overall size 1,800 x 1,800mm high	NO	16
B	Window Overall size 1,500 x 1,800mm high	NO	0
C	Window Overall size 1,200 x 1,800mm high	NO	3
D	Window Overall size 1,200 x 900mm high	NO	2
E	Window Overall size 900 x 900mm high	NO	10
<i>Louvres Internally</i>			
F	Window Overall size 1,800 x 1,500mm high	NO	2
<i>Clear Sheet Glass</i>			
G	4mm Glass and glazing to metal with putty in panes, girth - 0.10 to 0.50 square meters	SM	60
H	Ditto but Frosted glass	SM	14
<i>Burglar proofing</i>			
J	Supply and fix decorate mild steel grilles in 50 x 50 x 3mm thick square hollow sections external framework and infilled with 25 x 25 x3mm SHS and 25 x 8mm thick flat bars all cut and welded together in approved decorative patterns including priming with red lead oxide after fabrication	SM	2
<i>Window cill</i>			
<i>Precast concrete class 20 (12mm.aggregate), including formwork, finishing fair face on all exposed surfaces, hoisting and placing in position, bedding and jointing in cement and sand (1:3) mortar</i>			
K	150 x 50mm thick window cill once rebated; 20 x 20mm splaged drip and jointing in cement and sand 1:3 mortar	LM	57
<i>In Prime Grade Wrot Cypress</i>			
L	175 x 25mm window board, plugged, screwed and pelleted	LM	47
M	25 x 25mm quadrant beading; plugged	LM	47
Total Carried to Collection			

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
A	<p><u>Curtain Rods</u></p> <p>Twin curtain rod comprising 30mm and 25mm diameter mild steel rods , joint together and secured to wall with approved mild steel brackets : primed and painted : 2no. mild steel decorative top stop knobs : curtain rings and wall mounted fastening hook and all other necessary accessories, all in accordance with Architect's details</p> <p><u>Finishing to reveals</u></p> <p><u>15 mm cement and sand (1:3) render,finished with woodfloat to:-</u></p>	LM	57		
B	<p>Concrete or masonry surfaces externally</p> <p><u>12mm (minimum) two coat lime plaster as described to</u></p>	SM	19		
C	<p>Concrete or masonry surfaces internally</p> <p>Painting & derocation</p> <p><u>Prepare and apply one undercoat and two finishing coats first quality weatherguard emulsion paint on:-</u></p>	SM	19		
D	<p>Concrete or masonry surfaces externally</p> <p><u>12mm thick; horizontal</u></p>	SM	19		
E	<p>Plastered walls internally</p> <p><u>Prepare, touch up one coat grey oxide primer and apply three coats of first quality gloss oil paint from approved sources to:-</u></p>	SM	19		
F	<p>General surfaces of windows</p> <p><u>Knot, prime, stop and apply three coats polyurethane clear varnish to:</u></p>	SM	148		
G	<p>Window board/Beading over 200mm but not exceeding 300mm girth</p>	LM	47		
Total Carried to Collection					
<u>COLLECTION</u>					
Carried from page SF/9					
Carried from Above					

	<u>ELEMENT NO. 7</u> WINDOWS	Carried to the Main summary			
--	---	--	--	--	--

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>SECTION NO 3 - SECOND FLOOR</u>				
	<u>ELEMENT NO. 8 - DOORS [REFER ALL TO ARCHITECT'S SCHEDULES]</u>				
	<u>Supply and fix hardwood Frames with and including supply of low expansion polyurethane foam ; in Wrot mahogany or equivalent hardwood and approved (stained to match the colour of veneer):</u>				
A	Ex 50 x 200mm Frame with one labour and 10mm groove to detail; plugged	LM	16		
B	Ditto Transome	LM	5		
C	Ex 50 x 25mm Architrave with 10mm groove to detail; plugged	LM	32		
D	Ex 25 x 25mm quadrant	LM	32		
	<u>Supply and fix softwood Frames with and including supply of low expansion polyurethane foam; in Prime Grade Wrot Cypress or equivalent softwood and approved (stained to match the colour of veneer):</u>				
E	Ex 50 x 200mm Frame with one labour and 10mm groove to detail; plugged	LM	134		
F	Ditto Transome	LM	23		
G	Ex 50 x 25mm Architrave with 10mm groove to detail; plugged	LM	268		
H	Ex 25 x 25mm quadrant	LM	268		
	Solid timber doors				
	<u>50mm thick solid core Mahogany panelled doors to B.S 459: part 2 faced both sides with 6mm mahogany plywood and lipped on all edges in hardwood; including grooves per detail</u>				
J	Double Door Overall Size 3100 x 2600mm high comprising of 2No. Equal openable door leaves size 1000 x 2400mm high with 100 x 50mm top and middle rails, 100 x 50mm stiles, curved mullions and mouldings - All to the Architects Detail	NO	1		
K	Ditto size 2,225 x 2600 mm high in 2 No. equal openable door leaves size 750 x 2400mm high	NO	1		
	Solid flush doors				
	<u>50mm thick solid core flush door to B.S 459: part 2 faced both sides faced both sides with 3mm veneer and lipped on all edges in hardwood, all as per Architects details</u>				

L	Double Door size 1,500mm x 2400mm high [Double Action Hinges]	NO	4		
N	Single Leaf Door size 900mm x 2400mm high	NO	6		
Total Carried to Collection					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Semi Solid flush doors				
	<i>45mm thick semi solid core flush door to B.S 459: part 2 faced both sides faced both sides with 3mm veneer and lipped on all edges in hardwood, all as per Architects details</i>				
A	Single Leaf Door size 1,000mm x 2,400mm high [Double Action Hinges]	NO	2		
B	Single Leaf Door size 900mm x 2400mm high	NO	4		
C	Single Leaf Door size 800mm x 2100mm high	NO	8		
	<u>Fanlight glazing</u>				
D	4mm thick clear glass fixed with timber beads (m.s)	SM	8		
E	Ditto but obscured to washroom doors	SM	1		
	<u>Painting and decorating</u>				
	<u>Aluminium primer or other equal and approved wood primer before fixing:</u>				
	=				
E	Frames; over 100mm but not exceeding 200mm girth	LM	299		
F	Surfaces over 300mm girth	SM	51		
	<u>Prepare and apply approved stain, sanding sealer and three coats of 'Crown Paints Solo' or other equal and approved varnish to :</u>				
G	General timber surfaces	SM	137		
H	Frames; over 100mm but not exceeding 200mm girth	LM	299		

J	Surfaces over 300mm girth	SM	51		
Total Carried to Collection					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>Ironmongery</u>				
	<u>Supply and fix the following ironmongery as approved with matching screws:-</u>				
	<u>NOTE: Tenderer to refer to the drawing & schedule for iron mongery - All iron mongery to be per Architect's Approval [Tenderer to Provide a Sample board]</u>				
	<u>To softwood, hardwood or the like fixing with screw:</u>				
A	Brass ball bearing hinges; 100 mm	PRS.	31.0		
B	Double action stainless steel hinges	PRS.	19.0		
C	Four lever mortice lock complete with furniture	NO	2		
D	Three lever mortice lock complete with furniture	NO	10		
E	Two lever mortice lock complete with furniture	NO	14		
F	Aluminium door Kicker plates; 900mm x 300mm	NO	10		
G	Coat & hat hook - Rubber tipped	NO	9		
H	Delayed Heavy Duty action closer as approved	NO	2		
	<u>To concrete or blockwork; fixing with bolts; plugging</u>				
J		NO	32		

	Rubber door stop <p style="text-align: center;">Total Carried to Collection</p> <p style="text-align: center;"><u>COLLECTION</u></p> <p style="text-align: center;">Carried from page SF/11</p> <p style="text-align: center;">Carried from page SF/12</p> <p style="text-align: center;">Carried from Above</p>				
	<p><u>ELEMENT NO. 8</u> DOORS</p>	<p>Carried to the Main summary</p>			

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<p><u>SECTION NO 3 - SECOND FLOOR</u></p> <p><u>ELEMENT NO. 9- JOINERY & FITTINGS</u></p> <p><i><u>Nurse Station</u></i></p>				
A	Reception counter overall size 5500 x 900 x 1200mm high L shaped to details comprising of 20mm thick granite slab worktop fixed onto 20mm thick blockboard, 20mm thick laminated MDF doors, dividing panels, frontal faces with decorations to details. <i><u>The following in 100mm thick benching concrete class 15 with 12mm cement sand plaster to top and edges; including all necessary formwork and BRC A142 mesh reinforcement weighing 2.22 kg per square metre</u></i>	NO	1		

B	100mm thick benching <u>Worktops</u> <u>600mm wide tops; 75mm thick reinforced concrete (class 25/20 mm aggregate) suspended worktop and fascia; Single layer fabric mesh reinforcement to BS 4483 ref. A142 weighing : 2.22 kg per square metre fixed in suspended worktop; Sawn formwork to horizontal soffits and sides of worktop and vertical edges of suspended slab; build end of 75 mm thick suspended concrete slab in masonry walling, 100 mm thick; finished with 20mm thick terrazzo finish to top, edges, 300mm high fascia and plaster and paint to soffits</u>	SM	10		
C	5,000mm long; allow for forming holes for sink (m.s)	NO	1		
D	3,100mm long; allow for forming holes for sink (m.s) <u>The following in blockboard shelf, sides dividers, back etc stained moulded oak veneered blockboard drawers and doors, complete with malpha hinges viro make cylinder lock, handles and eggshell paint</u>	NO	1		
E	Low level cupboard size 5,000 x 600 x 900mm high	NO	1		
F	Ditto 4,000mm long	NO	1		
G	Ditto 3,100mm long	NO	5		
<u>ELEMENT NO. 9</u> JOINERY FITTINGS		Carried to the Main summary			

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>SECTION NO 3 - SECOND FLOOR</u> <u>ELEMENT NO. 10 - BUILDER'S WORK IN CONNECTION WITH SPECIALIST SERVICES</u> <u>Inspect all architectural, mechanical, electrical and structural drawings as provided; allow for all builders work associated with all the specialist works</u>				

A	Cut away fittings and pipework; form all holes, chases, etc and make good after the plumber, electrician and all other specialist works	ITEM			
	ELEMENT NO. 10 BUILDER'S WORK IN CONNECTION	Carried to the Main summary			

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>SECTION NO 3 - SECOND FLOOR</u> <u>MAIN SUMMARY</u>				

1	REINFORCED CONCRETE & STRUCTURAL FRAME	SF/1	
2	WALLING	SF/2	
3	ROOF CONSTRUCTION & FINISHES	SF/5	
4	EXTERNAL FINISHES	SF/6	
5	INTERNAL FINISHES	SF/8	
6	WINDOWS	SF/10	
7	DOORS	SF/13	
8	JOINERY FITTINGS	SF/14	
9	BUILDER'S WORK IN CONNECTION	SF/15	
	<u>SECTION NO. 3 - SECOND FLOOR</u>		
	<u>TOTAL AMOUNT</u>		
	<u>CARRIED TO THE</u>		
	<u>GRAND SUMMARY</u>		
		KSHS	

EXTERNAL WORKS

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<u>SECTION NO. 4 - EXTERNAL WORKS</u>					
<u>ELEMENT NO. 1</u>					
<u>SITE WORKS (ALL PROVISIONAL)</u>					
<i>Tenderer to allow for working in their rates</i>					
<u>Site clearance</u>					
A	Allow for site clearance including the removal of bushes, debris and cutting down small and medium size trees girth not exceeding 600mm and grubbing up roots and carting away arisings before commencement of works	SM	3,000		
B	Excavate oversite average 200mm deep to remove vegetable soil and wheel and Load,wheel and deposit arisings away from site	SM	3,000		
Trees - Provisional					
<u>Cut down existing trees, grub up all roots and cart away and fill in voids with approved selected material well rammed and consolidated.</u>					
<u>Tenderer to allow related costs for approvals from County Councils</u>					
C	Cut down trees : over 600 but not exceeding 900mm girth	NO	5		
D	Trees 900 - 1200mm girth.	NO	3		
E	Trees 1200 - 1500mm girth.	NO	1		

TOTAL ELEMENT No. 1	Carried to				
SITE WORKS	Main Summary				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<p><u>SECTION NO. 4 - EXTERNAL WORKS</u></p> <p><u>ELEMENT NO. 1</u></p> <p><u>BOUNDARY WALL-(ALL PROVISIONAL)</u></p> <p><u>Chainlink Fence</u></p> <p><u>Approved chainlink fence braced with and including 6mm thick galvanised wire strung through and including 50 x 25 x 3mm mild steel angle bar posts at 2.50 metre centres and including 2.5 gauge galvanised straining wires and 50m square 12 gauge galvanised chainlink mesh security attached to straining wires with 18 S.W.G anealed iron wire 600mm length of steel post bedded in and including mass concrete footing class 1:3:6; including all necessary excavations, backfill, formwork and disposal of surplus excavations; all to Archirect's detail</u></p>				
C	2100mm high chainlink	LM	350		
	<p><u>Gate(provisional)</u></p> <p><u>Supply, assemble and fix the following purpose made standard section steel gates obtained from an approved manufacturer, complete with heavy duty hinges, padlock hasps barrel bolts, primed with red oxide primer before delivery to site and building in lugs to masonry</u></p> <p>Purpose made double leaf mild steel gate overall size 5000 x 2,400mm high with 50 x 50 x 3mm RHS framing infilled with 20 x 20mm vertical brass at 200mm centres; infilled with 3mm m.s plate welded to frame; three coats gloss oil paint varnish; Allow for 2NO. 100x4mm CHS gate columns.</p>				
D		NO	2		
F	Purpose made mild steel grill pedestrian gate overall size 1000 x 2,400mm high to Architects detail	NO	2		
	<p><u>Prepare and apply one coat etching primer two undercoats and one coat oil paint full gloss furnish to:-</u></p>				

G	General surfaces of metal gates	SM	58		
	TOTAL ELEMENT No. 1 BOUNDARY WALL				Carried to Main Summary

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>SECTION NO. 4 - EXTERNAL WORKS</u>				
	<u>MAIN SUMMARY</u>		Pg No.		
1	SITE WORKS & DEMOLITIONS		EW/1		

2	BOUNDARY WALL		EW/2		
<p>SECTION NO. 4 - EXTERNAL WORK <u>CARRIED TO</u> <u>TOTAL AMOUNT</u> <u>GRAND SUMMARY</u></p>		SHS			

CIVIL WORKS

PROPOSED RENOVATIONS CONSTRUCTION OF LEVEL 3 HOSPITAL AT KHWISERO, KAKAMEGA COUNTY

CIVIL WORKS-BILL OF QUANTITIES

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BILL NO.1 FOUL WATER DRAINAGE				
	<u>MANHOLES</u>				
	<u>Manhole Excavation</u>				
A	Excavate pit in normal soil for rectangular manhole type B as per drawing detail No. (50) 5301. Depth to invert max. 1.0m.	CM	24.0		
B	Excavate pit in normal soil for rectangular manhole type C as per drawing detail No. (50) 5302. Depth to invert max. 1.5m.	CM	66.0		
C	Excavate pit in normal soil for rectangular manhole type D as per drawing detail No. (50) 5303. Depth to invert max. 2.5m.	CM	59.0		
D	Excavate pit in normal soil for rectangular manhole type E as per drawing detail No. (50) 5304. Depth to invert max. 3.0m.	CM	61.0		
E	Extra over excavation for excavation in Rock Class II	CM	6.0		
F	Extra over excavation for excavation in Rock Class I	CM	3.0		
G	Excavate pit in normal soil for Circular Manhole type 'B' as per drawing detail No. (50) 5315. Depth to invert max. 2.5m.	CM	20.0		
H	Excavate pit in normal soil for Circular Manhole type 'B' as per drawing detail No. (50) 5315. Depth to invert max. 3.5m.	CM	46.0		
I	Extra over excavation for excavation in Rock Class II	CM	7.0		
J	Extra over excavation for excavation in Rock Class I	CM	3.0		
	<u>Manhole Construction</u>				
K	Provide, mix and place 50mm thick concrete grade C10 (1:4:8 mix) as blinding for manholes.	CM.	3.0		
L	Provide, mix and place concrete grade C15 (1:3:6) to construct 150mm thick manholes' bases.	CM	10.0		
M	Provide, mix and place 150mm thick concrete grade C20 (1:2:4) as cover slab for manholes.	CM	12.0		
N	Provide all materials, mix and place conc. Grade C15 (1:3:6) as benching for 160mm diameter pipe. Include for forming as well as finishing benching to falls and building in pipes as per drawings.	CM	12.0		
O	Provide materials for and erect 150mm thick masonry walling for manholes type B as per drawing detail 50 (5301) and 200mm thick for manholes type C,D & E as per drawing details 50 (5302),50 (5303) and 50(5304) respectively	SM	198.0		
	Sawn formwork to vertical sides of base of Circular manhole type 'A' & 'B' walling as per Drawing Detail No.(50) 5314 and (50) 5315.	SM	150.0		
P	Provide all materials, mix and place conc. Grade C15 (1:3:6) for 300mm concrete walling as per drawing detail 50(5304).	CM	12.0		
Q	Provide BRC mesh No. 65 for the 300mm Concrete walling as per drawing detail 50(5304)	SM	17.0		
R	Provide 8mm diameter steel bars for cover slab to detail 50 (5309)	Kg	150.0		

PROPOSED RENOVATIONS CONSTRUCTION OF LEVEL 3 HOSPITAL AT KHWISERO, KAKAMEGA COUNTY

CIVIL WORKS-BILL OF QUANTITIES

TOTAL CARRIED TO COLLECTION PAGE					
----------------------------------	--	--	--	--	--

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<u>MANHOLES cont'd</u>					
A	Provide and fix bitumen coated cast iron steps to B.S 1247 as per detailed drawings.	No.	90.0		
B	Provide 12mm thick cement and sand (mix 1:1) sulphate resisting rendering to the walls of the manholes.	SM	160.0		
C	Ditto but to cover slab	SM	90.0		
D	Ditto but to surface of benching.	SM	90.0		
E	Allow for keeping excavations free from both surface and underground water.	ITEM	1.0		
<u>C.I.MH Cover and Frame To B.S 497 & B.S 556</u>					
F	Provide and fix 600 x 450mm medium duty Double Seal C.I manhole cover & frame and grease to detail 50 (5313)	No.	28.0		
<u>Circular Manhole units to be manufactured and checked for compliance with B.S 556 and approved by the Project Civil Engineer</u>					
G	Provide and place 1050mm internal diameter and 2000mm deep to invert level Pre-Cast Concrete Ring manhole made up of chamber Rings ogee jointed in multiples. Include 1220mm diameter; 150mm thick Pre-Cast Reinforced Concrete Cover Slab with Heavy Duty Triangular with Concrete fil type Cast Iron Manhole Cover and Frame, 50mm thick Concrete Class 15 surround compacted to the satisfaction of the Project Civil Engineer	No.	2.0		
<u>SEWERLINE</u>					
H	Excavate trench in normal soil for 160mmØ UPVC pipe (ISO class 41) and cart away surplus material as directed by the Engineer. Excavation measured from ground level to a depth n.e. 1.0m.	CM	160.0		
I	Ditto but rock class III	CM	16.0		
J	Ditto but rock class I	CM	8.0		

PROPOSED RENOVATIONS CONSTRUCTION OF LEVEL 3 HOSPITAL AT KHWISERO, KAKAMEGA COUNTY

CIVIL WORKS-BILL OF QUANTITIES

K	Allow for maintaining sides of all excavations vertical by planking and strutting using 25mm sawn timber	ITEM	1.0		
TOTAL CARRIED TO COLLECTION PAGE					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>PIPE LAYING</u>				
A	Provide, lay and joint 160mm diameter UPVC pipes (ISO class 41) to BS 4660 on gravel bedding and surround	LM	240.0		
B	Provide and compact 100mm approved murrum bedding and surround for uPVC pipes as per Drawing detail (50) 5310'A'	SM	192.0		
C	Provide and place 150mm thick concrete surround around pipes across the road, (mix 1:3:6) to detail (50)5310'c'. Including all the necessary formwork.	CM	7.7		
D	Back fill and compact selected material in layers of 200mm	CM	128.0		
E	Allow for testing of the whole foul drainage system in the presence of the Engineer/Project Manager and make good any defects, re-test as necessary and leave the whole system perfect and to the satisfaction of the Engineer/Project Manager.	ITEM	1.0		
F	Allow a provisional sum of Kenya Shillings Four Hundred Thousand for any other additional waste water drainage Works.	SUM	1.0	400,000.00	400,000.00
Carried to Collection.....					

PROPOSED RENOVATIONS CONSTRUCTION OF LEVEL 3 HOSPITAL AT KHWISERO, KAKAMEGA COUNTY

CIVIL WORKS-BILL OF QUANTITIES

	<u>COLLECTION</u>				
	Brought Forward from Page.....CIVIL PAGE 1				
	Brought Forward from Page.....CIVIL PAGE 2				
	Brought Forward from Above.....CIVIL PAGE 3				
	TOTAL CARRIED TO SUMMARY PAGE				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>BILL NO.02 :STORM WATER DRAINAGE</u>				
	<u>STORM DRAINAGE AROUND THE BUILDING & OPEN SPACE</u>				
A	Excavate over site to remove vegetation soil average 100mm deep.	SM	110.0		
B	Excavate to reduced levels not exceeding 200mm deep starting from the stripped level.	CM	22.0		
C	Provide lay and compact 100mm thick approved murrum to make up levels	CM	11.0		
D	Provide lay and compact 150mm thick approved hand packed stone including 50mm quarry dust blinding rolled as per drawing detail (50) 5357	CM	11.0		

PROPOSED RENOVATIONS CONSTRUCTION OF LEVEL 3 HOSPITAL AT KHWISERO, KAKAMEGA COUNTY

CIVIL WORKS-BILL OF QUANTITIES

E	Treat surface of formation with approved persistent herbicide	SM	110.0		
F	Provide, lay and joint 600x600x50mm p.c.c slabs to footpaths as instructed by the Engineer.	SM	110.0		
G	Excavate trench for 125x100mm pre-cast concrete channels as per Drawing detail (50)5332 'A'.	CM	19.0		
H	Provide and place 325x100 concrete bed and haunch in concrete (mix 1:3:6). Include for all necessary formwork as per Drawing detail (50)5332 'A'.	CM	4.0		
I	Provide, lay and joint 125x100mm precast concrete channels in cement mortar as per Drawing detail (50)5332 'A'.	LM	48.0		
	<u>SHALLOW INVERT BLOCK DRAIN</u>				
J	Excavate trench for precast concrete shallow IBD (800x500x175mm) to a depth not exceeding 300mm.	CM	80.0		
K	Provide, place and compact 100mm thick imported approved hardcore as per Drawing detail (50) 5353.	CM	14.0		
L	Provide all materials, mix and place 50mm thick concrete blinding for the shallow IBD (Mix 1:4:8).	CM	12.0		
M	Provide, lay and joint precast concrete shallow IBD as per drawing detail (50) 5353	LM	140.0		
	<u>DEEP INVERT BLOCK DRAIN</u>				
N	Excavate trench for 450x600x225mm external dimensions precast concrete IBD trim sides to slope and cart away excavated material depth not exceeding 0.6m.	CM	120.0		
O	Extra over for excavation in rock	CM	10.0		
P	Provide, place and compact 100mm thick imported approved hardcore as per Drawing detail (50) 5353.	CM	80.0		
Q	Provide all materials, mix and place 50mm thick concrete blinding for the shallow IBD (Mix 1:4:8).	CM	22.0		
R	Provide, lay and joint precast concrete shallow IBD as per drawing detail (50) 5353	LM	90.0		
S	Allow a provisional sum of Kenya Shillings Four Hundred Thousand for any other additional Storm Water drainage Works.	SUM	1.0	400,000.00	400,000.00
	TOTAL CARRIED TO SUMMARY PAGE				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BILL NO.3 STATIONARIES				
A	Photocopy paper A4 (80gm3) white	20	REAM		

PROPOSED RENOVATIONS CONSTRUCTION OF LEVEL 3 HOSPITAL AT KHWISERO, KAKAMEGA COUNTY

CIVIL WORKS-BILL OF QUANTITIES

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BILL NO. 04: ACCESS ROADS, PARKING AND FOOTPATHS				
	ACCESS ROADS & PARKING AREA				
A	Excavate over site to remove vegetation soil average 150mm deep.	SM	650		
B	Cut down tree and grub up roots for tree with girth not exceeding 500mm	N0.	5		
C	Excavate area of the road average 400 mm to formation level.	CM	260		
D	Extra over excavation for excavating in Rock class 1	SM	33		
E	Allow for trimming and compacting 300mm below formation level in two 150mm layers to correct levels and crossfalls. Compaction to 100% MDD	SM	650		
G	Apply approved herbicide to the trimmed surfaces.	SM	650		
H	Provide, lay and compact 300mm thick handpacked stones as road base including quarry dust blinding to M.O.W. General Specifications.	CM	260		
I	Provide and spread 50mm approved quarry dust blinding to the handpacked stones to receive concrete paving blocks.	SM	650		
J	Provide, lay and compact 60mm thick heavy duty interlocking concrete paving blocks (min. strength 49N/mm ²) and spread sand for sealing of joints.	SM	650		
	KERBS AND CHANNELS				
K	Excavate for kerb and channel depth not exceeding 250mm, back fill and cart away surplus excavated material.	LM	250		
L	Prepare and pour 450x100mm and 350x100mm concrete class 15, mix 1:3:6 to excavated place as bedding and haunching respectively for the kerb and channel.	CM	5		
M	Provide all material and fix sawn timber form work to edges of haunching to the kerb and channel.	LM	250		
N	Provide, lay and joint along the edge of the road and parking 125x250mm pcc kerb and 125x100mm channel, all to detail (50) 5332 'B'.	LM	250		
O	Ditto but curved to varying radii.	LM	20		
	ROAD MARKING				
P	Prepare and apply three coats of approved reflective road marking paints on driveways, parking and road kerbs, surfaces not exceeding 100mm girth	SM	200		

PROPOSED RENOVATIONS CONSTRUCTION OF LEVEL 3 HOSPITAL AT KHWISERO, KAKAMEGA COUNTY

CIVIL WORKS-BILL OF QUANTITIES

	TOTAL CARRIED TO SUMMARY PAGE				
--	-------------------------------	--	--	--	--

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>FOOTPATHS</u>				
G	Excavate over site to remove vegetation soil average 100mm deep.	SM	84.0		
H	Excavate to reduced levels not exceeding 200mm deep starting from the stripped level.	CM	16.8		
I	Provide lay and compact 100mm thick approved murrum to make up levels	CM	8.4		
J	Provide lay and compact 150mm thick approved hand packed stone including 50mm quarry dust blinding rolled as per drawing detail (50) 5357	CM	12.6		
K	Treat surface of formation with approved persistent herbicide	SM	84.0		
L	Provide, lay and joint 600x600x50mm p.c.c slabs to footpaths as instructed by the Engineer.	SM	84.0		
M	Excavate trench for 125x100mm pre-cast concrete channels as per Drawing detail (50)5332 'A'.	CM	12.0		
N	Provide and place 325x100 concrete bed and haunch in concrete (mix 1:3:6). Include for all necessary formwork as per Drawing detail (50)5332 'A'.	CM	6.4		
O	Provide, lay and joint 125x100mm precast concrete channels in cement mortar as per Drawing detail (50)5332 'A'.	LM	140.0		
A	<u>HEADWALLS</u>				
B	Excavate trench for 200mm width headwall starting from ground level to depth not exceeding 1.0m	CM	24		
C	Provide all materials, mix and place 50mm thick concrete grade C10 (Mix Ratio 1:4:8) as blinding for headwall base. Cement to BS 12, 14mm aggregate to BS 882.	CM	2		
D	Provide all materials, mix and place 150mm concrete grade C20 (Mix Ratio 1:2:4) as foundation for headwalls. Cement to BS 12, 20mm aggregate to BS 882.	CM	2		
E	Provide and fix Fabric Mesh Reinforcement Type A to B.S 1483 B.R.C Mesh No.65 to B.S 1483	SM	69		
	Provide all materials, mix and place 250mm thick Concrete grade C20/20 (Mix Ratio 1:2:4) as Headwall and Wingwalls as per Drawing Detail (50)5318. Cement to BS 12, 20mm aggregate to BS 882.	CM	15		

PROPOSED RENOVATIONS CONSTRUCTION OF LEVEL 3 HOSPITAL AT KHWISERO, KAKAMEGA COUNTY

CIVIL WORKS-BILL OF QUANTITIES

	TOTAL CARRIED TO SUMMARY PAGE				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
F	<u>CULVERTS</u>				
G	<u>Excavation</u>				
H	Excavate trench in normal soil for and 450mmØ precast concrete pipe and cart away surplus material as directed by the Engineer. Excavation measured from ground level to a depth n.e. 1.0m.	CM	10		
I	Ditto n.l.t 1.0m but n.e 1.5m	CM	3		
	Extra over for excavation in rock class 1	CM	2		
J	<u>Concrete Blinding</u>				
K	Provide, mix and place 50mm thick concrete grade C10 (Mix Ratio 1:4:8) as blinding for culvert pipe. Cement to BS 12, 14mm aggregate to BS 882.	CM	2		
L	<u>Concrete Bedding</u>				
M	Provide, mix and place concrete grade C20 (Mix Ratio 1:2:4) to construct 150mm thick bed for culvert pipe. Cement to BS 12, 20mm aggregate to BS 882.	CM	9		
N	<u>Pre-cast Concrete Piping</u>				
F	Provide, lay and joint 450mm dia. precast concrete pipes on concrete bedding to correct fall.	LM	12		
	Provide, mix and place concrete grade C20 (Mix Ratio 1:2:4) as concrete haunch and surround around pipes. Cement to BS 12, 20mm aggregate to BS 882. Including all the necessary formwork.	CM	12		
	Backfill and compact after laying, jointing and surrounding of the pipes.	CM	3		
	Load and cart away surplus excavated material from site.	CM	20		
	Allow a provisional sum of Kenya Shillings Two Hundred Thousand for any other additional road Works as directed by the Engineer.	SUM	1.0	200,000.00	200,000.00
	TOTAL CARRIED TO SUMMARY PAGE				

PROPOSED RENOVATIONS CONSTRUCTION OF LEVEL 3 HOSPITAL AT KHWISERO, KAKAMEGA COUNTY

CIVIL WORKS-BILL OF QUANTITIES

	COLLECTION			
	Brought Forward from Page.....7			
	Brought Forward from Page.....8			
	Brought Forward from Page.....9			
	TOTAL CARRIED TO SUMMARY PAGE			

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>BILL NO. 05 : SEPTIC TANK AND SEWEGE SOAKAGE/DISPOSAL</u>				
	<u>45.000 LITRES CAPACITY SEPTIC TANK</u>				
	<u>Excavation</u>				
A	Clear the site of any vegetation	SM	40		
B	Excavate pit for septic tank commencing from ground level not exceeding 1.5m deep	CM	20		
C	Ditto, not limited to 1.5m but n.e 3.0m deep	CM	20		
	Ditto depth not limited to 3.0m but n.e 4.5m deep	CM	20		
D	Trim bottom of excavated surface	SM	17		
E	Extra over excavation in rocks in all classes	CM	5		
F	Cart away surplus excavated material from site	CM	60		
G	Return, fill and ram selected approved materials around external sides of septic tank.	CM	5		
H	Allow for planking and strutting sides of excavations	ITEM	1		

PROPOSED RENOVATIONS CONSTRUCTION OF LEVEL 3 HOSPITAL AT KHWISERO, KAKAMEGA COUNTY

CIVIL WORKS-BILL OF QUANTITIES

I	Allow for keeping excavations free from water	ITEM	1		
	Concrete Class 15 (Mix 1:3:6)				
J	Mix and place 50mm concrete blinding.	SM	15		
	Vibrated reinforced concrete class 20/20 (Mix 1:2:4)				
K	Mix and place 200mm thick in base slab	CM	15		
L	Ditto but in 200mm thick wall	CM	1		
M	Ditto but in 250mm thick wall	CM	37		
N	Ditto but in 150mm thick in scum baffle wall	CM	4		
TOTAL CARRIED TO SUMMARY PAGE					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	45,000 LITRES CAPACITY SEPTIC TANK CONT'D				
A	Ditto but in 200mm thick vertical division	SM	5		
B	Ditto in 200mm suspended cover slab	SM	36		
	High yield reinforcement bars to BS 449:-				
C	8mm diameter bars	KG	1,991		
D	10mm ditto	KG	278		
E	12mm ditto	KG	1,678		
	BRC Mesh reinforcement to BS 1483				

PROPOSED RENOVATIONS CONSTRUCTION OF LEVEL 3 HOSPITAL AT KHWISERO, KAKAMEGA COUNTY

CIVIL WORKS-BILL OF QUANTITIES

F	BRC Mesh No. 65/66	SM	3		
	Formwork				
	Sawn formwork to:-				
G	Interior sides of vertical walls	SM	86		
H	External sides of vertical walls	SM	90		
I	Soffitts of suspended slab	SM	35		
J	Sides of suspended slab, 150mm-225mm wide	SM	3		
K	Sides and soffites of scum baffles	SM	2		
L	Ditto to sides of entry and exit manholes	SM	3		
M	Edges of suspended slab 75-150mm high	LM	18		
N	Boxing out in formwork to form opening in cover slab for size 600x450mm manhole cover and frame, 150-225mm wide	LM	4		
	CARRIED TO COLLECTION				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	45,000 LITRES CAPACITY SEPTIC TANK CONT'D				
	Water Proof Cement Rendering				
A	12mm thick sulphate resting cement sand (mix 1:3) to base slab.	SM	40		
B	Ditto to sides of vertical walls	SM	96		

PROPOSED RENOVATIONS CONSTRUCTION OF LEVEL 3 HOSPITAL AT KHWISERO, KAKAMEGA COUNTY

CIVIL WORKS-BILL OF QUANTITIES

C	Supply and fix medium duty double seal, cast iron manhole cover size 600x450mm complete with frame including greasing before fixing.	NO	4		
D	Provide plain concrete (1:2:4), 150mm av. benching to manhole internal size 800x600mm including forming channels and finished smooth	SM	4		
E	Provide and apply bituminous water proofing membrane on external walls as per the manufacturer's specifications	SM	40		
F	Provide and install 20mm diameter mild steel step irons coated with bitumen <u>SOAK PITS(1.2m Diameter x 6m deep)- 3NO.</u>	NO	15		
G	Excavate pit for circular soakpit, from existing ground level, depth n.e 1.5m	CM	8		
H	Ditto 1.5-3.0m	CM	8		
I	Ditto 3.0-4.5m	CM	8		
J	Ditto 4.0-6.5m	CM	12		
K	Extra over for rock excavation in all classes	CM	8		
L	Return, fill and ram selected approved material around external sides of the soak pits	CM	8		
M	Cart away surplus excavated material from site	CM	32		
N	Allow for keeping excavations free from water	ITEM	1		
O	Allow for planking and strutting sides excavations	ITEM	1		
P	Provide and fill the soak pits with boulders diameter not exceeding 200mm <u>Class 15/20 concrete blinding, mix 1:3:6</u>	CM	30		
Q	Mix and place 50mm thick concrete blinding under strip footing for soak pits, in 1:3:6 mix	CM	2		
CARRIED TO COLLECTION					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>45,000 LITRES CAPACITY SEPTIC TANK CONT'D</u>				
	<u>Vibrated concrete class 20/20 (mix 1:2:4)</u>				
A	Mix and place 150mm thick concrete class 20/20 as cover slabs.	SM	9		

PROPOSED RENOVATIONS CONSTRUCTION OF LEVEL 3 HOSPITAL AT KHWISERO, KAKAMEGA COUNTY

CIVIL WORKS-BILL OF QUANTITIES

B	Walling				
C	Provide materials for and construct 200mm masonry walling for soak pits.	SM	18		
D	Provide, mix and place water proofing sulphate resistant cement 12mm thick rendering to walls	SM	12		
	High yield reinforcement bars:-				
E	10mm diameter bars	KG	223		
F	12mm ditto	KG	198		
	Sawn Formwork to:-				
G	Sides and soffits of 150mm thick cover slabs	SM	32		
H	Provide and fix 600x450x50mm heavy duty GRP composite manhole cover and frames. Include for setting cover in grease	NO	3		
I	12mm thick cement/sand (1:3) plaster on soak pit externally	SM	40		
J	Allow for testing the drainage system to the satisfaction of the Project Manager	ITEM	1		
H	Allow a provisional sum of Kenya Shillings One Hundred and Fifty Thousand for any other additional sewerage disposal Works.	SUM	1	150,000.00	150,000.00
CARRIED TO COLLECTION					
	COLLECTION				
	Brought Forward from Page.....10				
	Brought Forward from Page.....11				
	Brought Forward from Page.....12				
	Brought Forward from Page.....13				
	TOTAL CARRIED TO SUMMARY PAGE				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
------	-------------	------	-----	------	--------

CIVIL WORKS-BILL OF QUANTITIES

<p>1</p>	<p><u>SUMMARY PAGE</u></p> <p>PRELIMINARIES</p> <p>Carried forward from page 1</p>				
<p>2</p>	<p><u>BILL NO.1 FOUL WATER DRAINAGE</u></p> <p>Carried forward from page 3</p>				
<p>3</p>	<p><u>BILL NO.02 :STORM WATER DRAINAGE</u></p> <p>Carried forward from page 5</p>				
<p>6</p>	<p><u>BILL NO.3 STATIONARIES</u></p> <p>Carried forward from page 6</p>				
<p>4</p>	<p><u>BILL NO. 04: ACCESS ROADs ,PARKING AND FOOTPATHS</u></p> <p>Carried forward from page 9</p>				
<p>5</p>	<p><u>BILL NO. 05 : SEPTIC TANK AND SEWEGE SOAKAGE /DISPOSAL</u></p> <p>Carried forward from page 13</p>				

CIVIL WORKS-BILL OF QUANTITIES

	TOTAL FOR CIVIL WORKS				
--	------------------------------	--	--	--	--

ELECTRICAL INSTALLATIONS

TENDER SPECIFICATIONS AND BILLS OF QUANTITIES
FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF ELECTRICAL
ENGINEERING SERVICES – PROPOSED CONSTRUCTION OF LEVEL 3 HOSPITAL AT
KHWISERO, KAKAMEGA

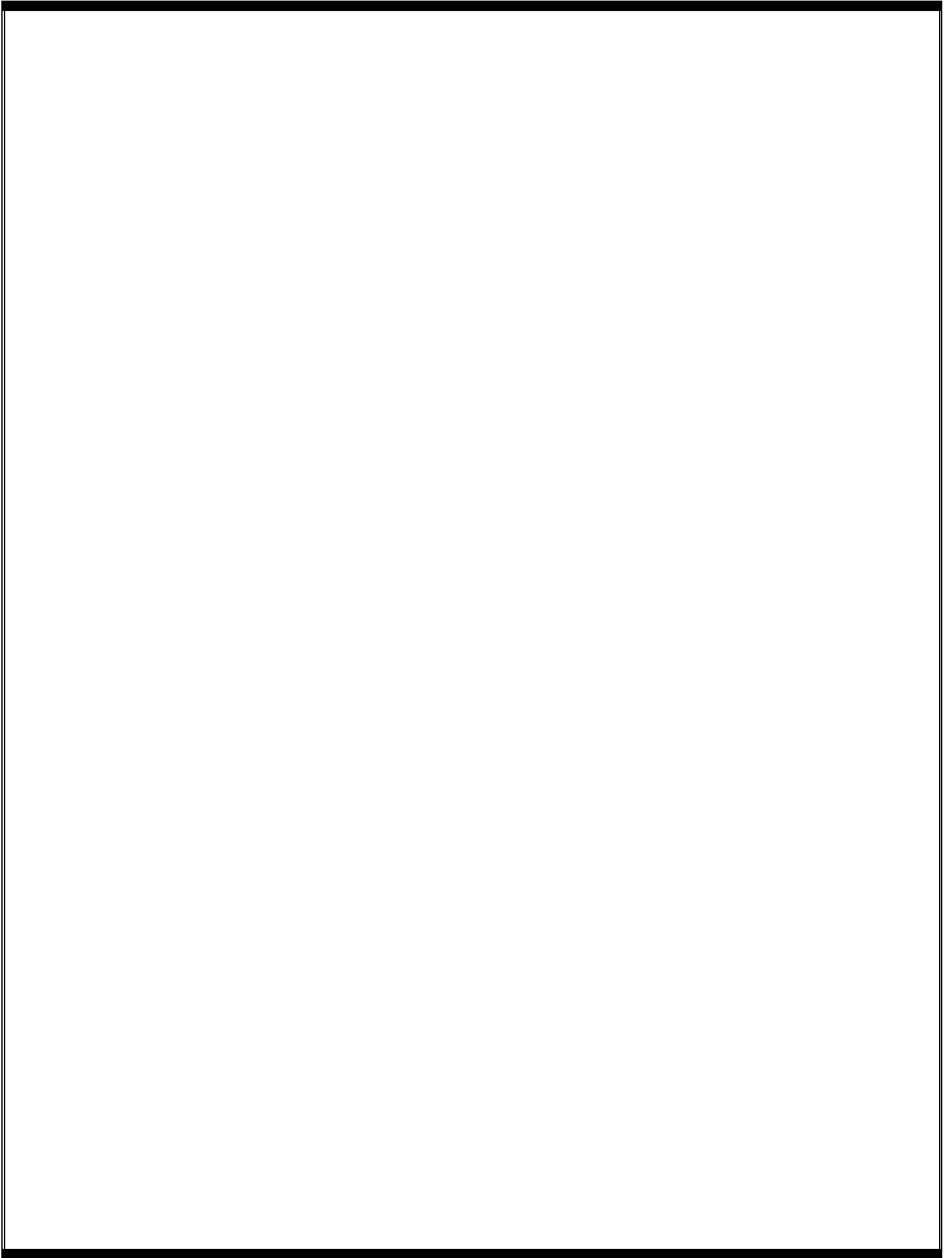


TABLE OF CONTENTS

<u>TITLE</u>	<u>PAGE</u>
SECTION B: General Specifications of Materials and Works.....	Elect-B/1 - B/17
SECTION C: Particular Specifications of Materials and Works.....	Elect-C/1 - C/37
SECTION D: Schedule of Unit Rates.....	Elect-D/1 - D/2
SECTION E: Bills of Quantities.....	Elect-E/1 - Elect/33

SECTION B

GENERAL SPECIFICATIONS

OF

MATERIALS AND WORKS

GENERAL SPECIFICATIONS OF MATERIALS AND WORKS

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

1. GENERAL

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

2. STANDARD OF MATERIALS

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

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

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

3. WORKMANSHIP

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

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

3.3. Permits, Certificates or 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.

4. PROCUREMENT OF MATERIALS

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

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

5. RECORD DRAWINGS

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

6. REGULATIONS AND STANDARDS

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

7. SETTING OUT WORK

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

8. TESTING ON SITE

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

PART 2. GENERAL SPECIFICATIONS OF ELECTRICAL WORKS

- 2.1 Position of Electrical Plant and Apparatus
- 2.2 M.C.B Distribution Panels and Consumer Units
- 2.3 Fused Switchgear and Isolators
- 2.4 Conduits and Conduit Runs
- 2.5 Conduit Boxes and Accessories
- 2.6 Labels
- 2.7 Earthing
- 2.8 Cables and Flexible Cords
- 2.9 Armoured PVC Insulated and Sheathed Cables
- 2.10 Cable Supports; Markers and Tiles
- 2.11 PVC Insulated Cables
- 2.12 Heat Resisting Cables
- 2.13 Flexible Cords
- 2.14 Cable Ends and phase Colours
- 2.15 Cable Insulation Colours
- 2.16 Sub-circuit Wiring
- 2.17 Space Factor
- 2.18 Insulation
- 2.19 Lighting Switches
- 2.20 Sockets and Switched sockets
- 2.21 Fused Spur Boxes
- 2.22 Cooker Outlets
- 2.23 Connectors
- 2.24 Lamp holders
- 2.25 Lamps
- 2.26 lighting Fittings Street Lighting Lanterns
- 2.27 Position of Points and Switches
- 2.28 Current Operated Earth leakage circuit breaker
- 2.29 MV Switchboard
- 2.30 Steel Conduits and Steel Trunking
- 2.31 Testing on Site

2.1 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.

2.2 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.

2.3 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.

2.4 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 nonscrewed boxes, care shall be taken that no rough edges of conduit stick out into the boxes.

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

Where conduit runs are to be concealed in pillars and beams, the approval of the Structural Engineer, shall be obtained. The sub-contractor shall be responsible for marking the accurate position of all holes chases etc., on site, or if the Engineer so directs, shall provide the Main Contractor with dimensional drawings to enable him to mark out and form all holes and chases. Should the sub-

contractor fail to inform the main contractor of any inaccuracies in this respect they shall be rectified at the sub-contractors expense.

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

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

2.5 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 to be 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.

2.6 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 switches
 - b) Special current rating
 - c) Item of equipment controlled
- (iv) Shall indicate on MCB panels
 - d) Reference number

- e) Type of board, i.e., lighting, sockets, etc.,
 - f) Size of cable supplying panel
 - g) where to isolate feeder cable
- (v) Shall be generally not less than 75mm x 50mm.

2.7 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 submain 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.

2.8 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.

2.9 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.

2.10 CABLE SUPPORTS, MARKERS AND TILES

All PVC/SWA/PVC cables run inside the building shall be fixed in rising ducts or on ceilings by means of die cast cable hooks or clamps, of appropriate size to suit cables, fixed by studs and back nuts to their channel sections.

Alternatively, fixing shall be by BICC claw type cleating system with die-cast cleats and galvanized mild steel back straps or similar approved equal method. For one or two cables run together the cleats shall be fixed a special channel section supports or backstraps described above which shall in turn be secured to walls or ceilings of ducts by 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.

2.11 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.

2.12 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.

2.13 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).

2.14 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.

2.15 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

2.16 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).

- (i) 2.5mm² for one, two or three 5Amp sockets wired in parallel.
- (ii) 2.5mm² for one 15Amp socket.
- (iii) 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.

2.17 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.

2.18 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.

2.19 LIGHTING SWITCHES

These shall be mounted flush with the walls, shall be contained in steel or alloy boxes and shall be of the gangs' ratings and type shown in the drawings. They shall be as manufactured by M.K. Electrical Ltd., or other equal and approved to KS 04 – 247: 1988

2.20 SOCKETS AND SWITCHED SOCKETS

These shall be flush pattern in steel/pvc box and shall be of the gangs and type specified in the drawings.

They shall be 13- Amp, 3-pin, shuttered, switched and as manufactured by "M.K. Electrical Co. Ltd.", or other approved equal to KS 04 – 246: 1987

2.21 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

2.22 COOKER OUTLETS

These shall be flush mounted with 13-A switched socket outlet and neon indicator Lamps.

The cooker control units shall be as manufactured by "M.K. Electrical Company Ltd", or other approved equal KS 04 – 247: 1988

2.23 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.

2.24 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.

2.25 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.

2.26 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.

2.27 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.

2.28 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.

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.

2.29 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 04183:1978 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.

2.30 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 15m. No tees, elbows, sleeves, either of inspection or solid type, will be permitted.

Conduit shall be swabbed out prior to drawing in cables, and they shall be laid so as to drain of all condensed moisture without injury to end connections.

Conduits and trunking shall be run at least 150mm clear of hot water and steam pipes, and at least 75mm clear of cold water and other services unless otherwise approved by the services engineer.

All boxes shall conform to KS 04 – 668: 1986, to be of malleable iron, and black enamelled or galvanised according to the type of conduit specified. All accessory boxes shall have threaded brass inserts.

Box lids where required shall be heavy gauge metal, secured by means of zinc plated or cadmium plated steel screws.

All adaptable boxes and lids of the same size shall be interchangeable.

Boxes used on surface work are to be tapped or drilled to line up with the conduit fixed in distance type saddles allowing clearance between the conduit and wall without the need for setting the conduit.

Where used in conjunction with mineral insulated copper sheathed cable, galvanized boxes shall be used and painted after erection.

Draw-in boxes in the floors are generally to be avoided but where they are essential they must be grouped in positions approved by the services engineer and covered and by the suitable floor traps, with non-ferrous trays and covers.

The floor trap covers are to be recessed and filled in with a material to match the floor surface.

The Sub-contractor must take full responsibility for the filling in of all covers, but the filling in material will be supplied and the filling carried out by the main building contractor.

Where buried in the ground outside the building the whole of the buried conduit is to be painted with two coats of approved bitumastic composition before covering up.

Where run on the surface, unpainted fittings and joints shall be painted with two coats of oil bound enamel applied to rust and grease free metalwork.

2.31 TESTING ON SITE

The Sub-contractor shall conduct during and at the completion of the installation and, if required, again at the expiration of the maintenance period, tests in accordance with the relevant section of the current edition of the Regulations for the electrical equipment of buildings issued by the I.E.E of Great Britain, the Government Electrical Specification and the Electric Supply Company's By-Laws.

- (a) Tests shall be carried out to prove that all single pole switches are installed in the 'live' conductor.
- (b) Tests shall be carried out to prove that all socket outlets and switched socket outlets are connected to the 'live' conductor in the terminal marked as such, and that each earth pin is effectively bonded to the earth continuity system. Tests shall be carried out to verify the continuity of all conductors of each 'ring' circuit.
- (c) Phase tests shall be carried out on completion of the installation to ensure that correct phase sequence is maintained throughout the installation. Triplicate copies of the results of the above tests shall be provided within 14 days of the witnessed tests and the Sub-contractor will be required to issue to the service engineer the requisite certificate upon completion as required by the regulations referred to above.

- (d) Any faults, defects or omissions or faulty workmanship, incorrectly positioned or installed parts of the installation made apparently by such inspections or tests shall be rectified by the Subcontractor at his own expense.
- (e) The Sub-contractor shall provide accurate instruments and apparatus and all labour required to carry out the above tests. The instruments and apparatus shall be made available to the services engineer to enable him to carry out such tests as he may require.
- (f) The Sub-contractor shall generally attend on other contractors employed on the project and carry out such electrical tests as may be necessary.
- (g) The Sub-contractor shall test to the services engineer's approval and as specified elsewhere in this specification or in standards and regulations already referred to, all equipment, plant and apparatus forming part of the works and before connecting to any power or other supply and setting to work.
- (h) Where such equipment, etc., forms part of or is connected to a system whether primarily or of an electrical nature or otherwise (e.g. air conditioning system) the Sub-contractor shall attend on and assist in balancing, regulating testing and commissioning, or if primarily an electrical or other system forming part of works, shall balance, regulate, test and commission the system to the service engineer's approval.

APPENDIX TO GENERAL SPECIFICATIONS OF MATERIALS AND WORKS

The electrical sub-contractor shall comply with the following:-

1. Government Electrical Specifications No. 1 and No. 2.
2. All requirements of Kenya Power Company Limited and Communications Authority of Kenya

(CA)

SECTION C
PARTICULAR SPECIFICATIONS
OF
MATERIALS AND WORKS

ITEM	CONTENTS
1.1	LOCATION OF SITE
1.2	EXTENT OF WORKS
1.3	REGULATION AND STANDARDS
1.4	ELECTRICAL REQUIREMENTS
1.5	MANDATORY REQUIREMENTS
1.6	PART A – ELECTRICAL INSTALLATION WORKS
1.7	PART B – SOLAR INSTALLATION WORKS

1.8 PART C – STRUCTURED CABLING & SECURITY INSTALLATION WORKS

1.9 PART D - GENERATOR INSTALLATION WORKS

PARTICULAR AND TECHNICAL SPECIFICATIONS.

PART A – ELECTRICAL INSTALLATION WORKS

1. Location of site

The site is located in Khwisero –Kakamega County

2. SCOPE OF WORKS

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

a) Electrical Works

This shall include Conduiting, Cabling, Trunking, fittings and accessories.

b) Solar Installation Works

This shall include Supply and installation of a 15kw Hybrid Solar Power System.

c) Structured Cabling & Security Installation Works

This shall include cabling, fittings and telephone/data outlet plates.

d) Generator Installation works

This shall include Generator Installation Works.

3. MATERIALS FOR THE WORKS

Materials shall be as specified in Section C and in the Bills of Quantities of this document which shall be read in conjunction with contract drawings. Alternative materials shall be accepted only after approval by the Project Manager.

4. Extent of The Works

The works to be carried out include the supply, delivery, installation, testing, commissioning and leaving in servicing condition the Electrical, Structured Cabling and Solar systems in the proposed Site as herein described in this specification. The works shall include, but not limited to the supply and installation of the following:

- Electrical cabling and fittings;
- Structured Cabling;

5. Regulation and Standard

The works shall comply with the provisions of the following as necessary and relevant:

- ISO/IEC, CCK, ATM CENELEC 11801
- ANSI/EIA/TIA 56
- Latest Edition of IEE Regulation
- Kenya Bureau of Standards (KEBS)
- Institution of Electrical Engineers (I.E.E) Wiring Regulations
- Current recommendation of CCITT and CC1R ➤ Electric Power Act and Rules made there under.

6. ELECTRICAL REQUIREMENTS

The equipment to be supplied shall be capable of being operated from 240V AC 50Hz power supply.

7. MANDATORY REQUIREMENTS

- A. All equipment and materials used shall be standard components that are regularly manufactured and used in the manufacturer's system.
- B. All systems and components shall have been thoroughly tested and proven in actual use.
- C. All systems and components shall be provided with the availability of a, 24-hour technical assistance program (TAP) from the manufacturer. The TAP shall allow for immediate technical assistance for either the dealer/installer or the end user at no charge.
- D. All systems and components shall be provided with a one-day turn around repair express and 24-hour parts replacement. The repair and parts express shall be guaranteed by the manufacturer on warranty and non-warranty items.
- E. The supplier shall be the manufacturer, or the manufacturer appointed agent (proof to be submitted).
- F. The Offered system has been installed and commissioned by the supplier in other locations.

PART A: PARTICULAR SPECIFICATIONS FOR ELECTRICAL INSTALLATION WORKS

MINIMUM TECHNICAL SPECIFICATIONS FOR LED LAMPS/ LIGHTING FITTINGS

LED TUBES, PANELS & BULBS LIGHT FITTING TECHNICAL SPECIFICATIONS IEC Compliant		
Item	Minimum Specifications	Proposed solution
Brand	State the brand, model and attach Technical Brochure (Mandatory)	
Operating	<ul style="list-style-type: none"> ➤ Voltage range: 130-300 V ac ➤ Frequency range: 50-60Hz ➤ Power factor ≥ 0.9 lagging ➤ Total Harmonic Distortion (THD) <15% ➤ Ambient temperature range -10 to +35 °Operating ➤ Colour Consistency ≤ 5SDCM 	
Performance	<ul style="list-style-type: none"> ➤ System efficacy ≥ 100lm/W ➤ Lamp colour temperature: 4000K - 6500K ➤ Colour Rendering Index ≥ 80 ➤ Median useful life ≥ 50000 h 	
Standards Compliance	CB/EMC/CE	
General	<ul style="list-style-type: none"> ➤ Driver/power unit/transformer - PSU-E ➤ Optical cover/lens type - Polystyrene bowl/cover prismatic ➤ Protection class IEC - Safety class II (II) 	

PART B: PARTICULAR SPECIFICATION FOR SOLAR MATERIALS AND WORKS

1.00 REGULATIONS

In the execution of the works, the following provisions should be complied with as necessary and relevant;

- The Kenya Power and Lighting Company Limited Bye-Laws.
- The current edition of the “Regulations for the Electric Equipment of Buildings” issued by the Institution of Electrical Engineers.
- The requirements of the Chief Inspector of Factories for the Kenya Government.
- Kenya Bureau of Standards (KEBS) Standard Specifications and Codes of Practice, or other equal and approved standard specifications and codes.
- The Bye-Laws of the Local Authority.
- Any other regulations applicable to Electric and Electronic Installations or Communications systems in Kenya.
- The Employer’s Safety Regulations.

1.01 POSITION OF SERVICES AND EQUIPMENT

The route services and approximate positions of apparatus are shown on the contract drawings but their exact positions shall be determined by approved dimensional details on working drawings or on site by the project manager (PM).

The contractor shall ascertain on site that his work will not foil other services or furniture and all services through the ducts must be readily accessible for maintenance and arranged to allow maximum access along the ducts. Any work which has to be redone due to negligence in this respect will be the contractor’s responsibility.

1.02 SETTING TO WORK AND REGULATING SYSTEMS

The contractor shall carry out such tests of the contract works as are required by KEBS Standard Specifications and Codes of Practice, I.E.E Regulations or equal and approved codes, or the competent Authority.

No testing or commissioning shall be under taken except in the presence of and to the satisfaction of the P.M. unless approved otherwise by him (contractor’s own preliminary and proving tests are exempted).

The contractor shall include in his tender for the costs for testing and commissioning the contract works as herein described. He shall submit for approval to the P.M. a suitable program for testing and **commissioning**. The P.M. and the Employer shall be given ample warning as to the dates on which testing and commissioning will take place.

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

1.03 BOND FOR SOLAR SYSTEM WITH PROVISIONAL TYPE APPROVAL

Where the SOLAR SYSTEM offered for this tender does not possess full type approval from Kebs but has provisional type approval, the tenderer will be required to submit the name of a separate surety who will be willing to be bound to the Kenya Government in an amount equal to the full value of the solar system for a period of 18 months from the date the solar system is commissioned into service. The surety will be subject to the approval of the government.

1.04 IDENTIFICATION OF PLANT AND COMPONENTS

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

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

1.05 WORKING DRAWINGS

The contractor shall prepare such Drawings as may be necessary. The working Drawings shall be completed in such details not only that the contract works can be executed on site but also that the P.M can approve the contractor's designs and intentions in execution of the contract works.

Approved working drawings shall not be departed from except where provided for.

Approval by the P.M. of working Drawings shall neither relieve the contractor of any of his obligations under the contract nor relieve him from correcting any errors found subsequently in the approved working Drawings or elsewhere associated therewith or with the works.

1.06 RECORD DRAWINGS

During the execution of works on site the contractor shall, in a manner approved by the P.M. record on site all information necessary for preparing Record Drawings of the installed contract Works. Marked-up working or other Drawings and other documents shall be made available to the P.M. as he may require for inspection and checking.

Record Drawing shall include but are not restricted to the following drawings or information:

- Working Drawings amended as necessary but titled "Record Drawings" and certified as a true record of the as installed" contract works.
- Fully dimensioned drawings of all plant and apparatus.
- System Schematic and trunking diagrams showing all salient information relating to control and instrumentation.
- Wiring diagrams of individual plant, apparatus and switch and control boards.

One reproducible copy of the Record Drawings of the contract works and Schematic Diagrams shall be provided not later than one month afterwards.

Notwithstanding the contractor's obligation referred to above, if the contractor fails to produce to the P.M.'s approval of the Record Drawings, within one month of partial or Practical Completion the Employer shall be at liberty to have these drawings produced by others. The cost of obtaining the necessary information shall be deducted from the outstanding payments due to the contractor.

1.07 TESTS

Both on completion of his work and at the end of the guarantee period the contractor shall carry out such tests as may be required in the presence of the P.M. or his representative, or the competent Authority and shall provide all necessary Instruments and labour to do so. The Contractor shall pay such charges related to such tests if any.

1.08 QUALITY OF MATERIALS

Materials and apparatus required for the complete installation as called for in the specifications or Contract Drawings shall be supplied by the contractor unless specified otherwise.

Unless otherwise specified all materials (including equipment, fittings, cables) shall be new, of the best quality and approved origin.

1.09 TRAINING

As directed by and to the satisfaction of the Project Manager, the contractor shall arrange for the training of the technical personnel and at the site or the contractor's office on the maintenance of solar system. The cost of such training shall be included in the contractor's prices.

1.10 EQUIPMENT GUARANTEE

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

1.11 PATENT RIGHTS

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

2.00 TECHNICAL SPECIFICATIONS

2.01 MINIMUM REQUIREMENTS

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

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

2.02 PV SYSTEMS

The installation shall provide a Photovoltaic (PV) system for street lighting the road section.

2.1 DC SYSTEM

2.1.1 Modules

Modules shall comply with the International standards: IEC 61215 in the case of crystalline types or IEC 61646 in the case of thin film types.

2.1.2 Minimum voltage and current ratings

Mono and multi- crystalline silicon modules:

All DC components shall be rated, as a minimum, at:

Voltage – Voc (stc) x 1.15

Current – Isc (stc) x 1.25

All other module types:

All DC components shall be rated, as a minimum, from:

a. Specific calculation of worst case Voc and Isc calculated from manufacturer's data for a temperature range of -5°C to 80°C and irradiance up to 1250W/m²

b. A calculation of any increase in Voc or Isc over the initial period of operation. This increase is to be applied in addition to that calculated above.

2.1.3 DC Cables - general

The cables used for wiring the DC section shall be selected to ensure that they can withstand the environmental, voltage and current conditions at which they may be expected to operate. This will include heating effects of both current and solar gain. Cables routed behind a PV array must be rated for a minimum temperature of 80°C. Minimum rating of cables to be from multiplication factors in 4.1.2 Standard de-rating factors must be applied (BS 7671).

Cables shall be selected so as to minimise the risk of earth faults and short-circuits.

Cables should be sized such that voltage drop at STC between the array and the inverter is <3%.

External cables shall be UV stable, water resistant, and flexible (multi-stranded).

2.2 Earthing and Lightning Protection

For the DC system, it is recommended that class II equivalent wiring connections and equipment be used where possible.

2.2.1 DC Conductor Earthing

The bonding to earth of any of the current carrying DC conductors is not recommended.

2.2.2 Inverter Earthing

The inverter shall be treated as standard electrical apparatus and earthed as per BS 7671. (NB an inverter of class II construction shall not be earthed).

2.2.3 Lightning Protection System

If a lightning protection system (LPS) is already in place, then the array frame shall be bonded to the LPS. Supplementary equipotential bonding may also be required.

2.2.4 Hybrid Inverter

The hybrid inverter shall be of modular design and shall deliver clean sine wave power. It shall incorporate a multi-stage intelligent charger providing efficient charger ability without the risk of overcharge.

It shall possess the following qualities:

- Incorporate a built in MPPT solar charger □ Support 3Phase Asynchronous motor □ Built in full protection and self-diagnosis □ Battery less functionality
- Soft start function to prevent water hammer effect and extend system lifecycle □ Comprehensive LEDs and display screen for real time system status □ Remote monitoring □ Remote Panel Included

Additional Technical Specifications:

Rated Output Power		15000W
PV Input (DC)	Nominal DC Voltage/ Maximum DC Voltage	540VDC / 800VDC
	Start Up Voltage	200VDC
	MPPT Voltage Range	200VDC - 780VDC
Output	Nominal Voltage	3 x 415 VAC
	Efficiency	< 97%
	Nominal Output Current	22A
Protection	Full protection (Phase lost, dry pumping, motor locked, weak sunlight, Over-voltage, Under-voltage, over-current, surge, over-temperature and Short circuit protection)	
Interface	Communication Port	RS - 232, RS - 485
Environment	Humidity	< 95% RH
	Operating Temperature	-20°C ~ 45°C (Full load), 46°C ~ 60°C power derating

Control panel	LCD display: Status, I/P & O/P voltage & frequency, load level, Battery voltage & level, temperature	
	LCD display: Normal, warning, fault	
Safety conformance	Safety standard	EN 62040-1-1
	EMC	EN 62040-2

2.2.5 Solar Charge Controller

The charge controller shall be Microprocessor based controller capable of the following functions:

- Solar charge control
- LCD Display
- Communication facility for monitoring and control

The charge controller shall be rated at 20A, 24V. The overall efficiency shall be in excess of 85% at full load and rated input.

2.2.6 Storage battery

Storage batteries shall be sealed maintenance free rechargeable lead-lead dioxide technology batteries with provision for pressure release mechanism in the event of overcharge. They shall be rated at 100AH.

2.2.7 PV Modules

These shall be or 575W, mono-crystalline silicon PV modules with operating temperature from -15°C to 85°C

2.3 Installation

2.3.1 General

Standard health and safety practice and conventional electrical installation practice must apply to the PV installation system.

2.3.2 DC Wiring

All persons working on the live DC cabling of a Photovoltaic system shall be experienced/trained in working with such systems and fully acquainted with the voltages present on the system in particular.

Where it is unavoidable to work in any enclosure or situation featuring simultaneously accessible live PV string positive and negative parts, this should be performed only by working at night with appropriate task lighting, covering the PV array or utilising insulating gloves and appropriate personal protective equipment.

Cables are to be well supported, especially those cables exposed to the wind. Cables should be routed in prescribed zones or within mechanical protection. They should also be protected from sharp edges.

2.3.3 Inspection, testing and Commissioning

Inspection and testing of the completed system shall be to the requirements of BS 7671.

Inverters shall be programmed such that the automatic protection system operates at:

- Operating voltage greater than 253 V phase to neutral
- Operating voltage less than 207 V phase to neutral
- Operating frequency greater than 50.5 Hz
- Operating frequency less than 47 Hz

BROCHURES AND TECHNICAL LITERATURE

Tenderers **must** enclose together with their submitted bids brochures detailing technical Literature and specifications of all the components of the solar PV 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 C: PARTICULAR SPECIFICATIONS FOR STRUCTURED CABLING WORKS

1. DESCRIPTION OF THE PROJECT

The works to be carried out comprise the following;

- i) Proposed supply, installation, testing and commissioning of a structured cabling system to cater for computer data points and telephone points.
- ii) Configure and set up the structured cabling system to be used on LAN,
- iii) Produce test result, warranty certification, reports and as installed drawings. The Network will be capable of supporting approximately 150 data/voice points.
- iv) Supply, install telephone cables to interconnect the data cabinets to the IP-PBX to be located in the Server Room. The works shall include inter-wiring, programming and activating all voice points.

2. REGULATIONS

The contractor shall, in execution and completion of the works in the detailed design for which he is responsible, comply with the provisions of the following as necessary and relevant;

- a) ISO/IEC, CCK, ATM CENELEC 11801
- b) ANSI/EIA/TIA 56
- c) Latest Edition of IEE Regulation
- d) Kenya Bureau of Standards
- e) Electric Power Act and Rules made there under.

3. WORKING DRAWINGS

The Contractor shall submit to the Project Manager working drawings for the proposed system for approval. The drawings will show the locations of and identifiers for all cable routing and

terminations, telecommunication outlets/connectors. Location of core switch and Edge switches.

4. NETWORK CABINETS

DATA CABINET AND ACCESSORIES		
Standards: Comply with ANSI/EIA-310-D, CEA 310E, IEC60297-3		
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 • 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 (Attach Manufacturer's Warranty Statement) Minimum 3 Years	

5. CABLES

i) HORIZONTAL CABLING & PATCH CORDS

Category 6A STP 4-Pair Cable		
Item	Minimum specifications	Proposed Solution
Brand	State the brand, model and attach Technical Brochure (Mandatory)	
Construction	<ul style="list-style-type: none"> • STP • Solid (non-tinned) copper • Centre Isolation Member 	
Jacket	8.5mm with Sequential meter markings	
Warranty	End-to-End Manufacturer's Warranty on Cabling System (Attach Manufacturer's Warranty Statement) Minimum 15 Years Warranty	
ii) CAT 6A 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"> • IEEE 802.3at (PoE+) • ANSI/TIA-1096-A 	
Warranty	End-to-End Manufacturer's Warranty on Cabling System (Attach Manufacturer's Warranty Statement) Minimum 15 Years	

iii) FACE PLATES - COMPLETE WITH TWIN SCREENED MAX MODULES

Item	Minimum Specifications	Proposed Solution
Brand	State the brand, model and attach Technical Brochure (Mandatory)	
Construction	Complete with Twin MAX RJ45 Modules <ul style="list-style-type: none"> • Double gang faceplates for each designated work area point. • UV resistant, high impact plastic 	
Wiring	T568A and T568B	
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) • UL CMX • UL CMP and CSA FT6 	
Warranty	End-to-End Manufacturer's Warranty on Cabling System (Attach Manufacturer's Warranty Statement) Minimum 15 Years	

6. 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 	
Warranty	End-to-End Manufacturer's Warranty on Cabling System (Attach Manufacturer's Warranty Statement) Minimum 15 Years	

7. ACTIVE DEVICES

i) SWITCH

Item	Minimum Specifications	Proposed solution
Brand	State the brand, model and attach Technical Brochure (Mandatory). Item supplied Must currently be supported by the manufacturer and must be on sale life for not less than 5 years from date of tender.	
Features	<ul style="list-style-type: none"> • 10/100/1000 Base-T port of full PoE+ capability • Uplink configuration: Modular uplink options (4 No. 10G SFP+) – 48/24 Port switch (2 No. 10G SFP+) – 16/8 Port switch • Fans: FRU redundant • AES-128 MACsec encryption • Layer 3 capabilities, including OSPF, EIGRP, ISIS, RIP, and routed access • Advanced network monitoring using Full Flexible NetFlow 	
Specs	<ul style="list-style-type: none"> • Virtual Networks: 4 • Power input: 100 to 240VAC, 50 to 60Hz 24Port switch • Switching capacity: 17.6 Gbps • Forwarding rate: 13.1 Mpps 16/8 Port switch • Switching capacity: 12.8 Gbps • Forwarding rate: 9.5 Mpps) 	
Support	Locally Available Technical Support Services(Manufacturer's Letter of Authorization Mandatory)	
Warranty	Manufacturer's Limited Lifetime Warranty	

8. UNINTERRUPTIBLE POWER SUPPLY

RACK MOUNT UPS

Item	Minimum Specifications	Proposed solution
------	------------------------	-------------------

Brand	State the brand, model and attach Technical Brochure (Mandatory)	
Features	<p>Output</p> <ul style="list-style-type: none"> Nominal Output Voltage: 240V Output Voltage Distortion: Less than 5% Output Frequency (sync to mains): 50 Hz Line Interactive Waveform Type: Sine wave Output Connections: (1) IEC 320 C19 (Battery Backup), (2) IEC Jumpers (Battery Backup), (8) IEC <p>Input</p> <ul style="list-style-type: none"> 320 C13 (Battery Backup) Nominal Input Voltage: 240V Input Frequency: 50Hz +/- 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 LeadAcid 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(Manufacturer's Letter of Authorization Mandatory)	
Warranty	Manufacturer's Limited Lifetime Warranty Minimum 2 years- repair or replace	

9. WIRELESS ACCESS POINT

Item	Minimum Specifications	Proposed Solution
Brand	State the brand, model and attach Technical Brochure (Mandatory)	

Features	<ul style="list-style-type: none"> • Ports: LAN Gigabit Ethernet auto sensing • Cabling type: Category 5e or better • Antennas: Internal antennas optimized for installation on a wall or ceiling Physical Interfaces • 2xGigabit (10/100/1000BASE-T autosensing), Power over Ethernet (PoE) □ Buttons: Reset button 	
	<ul style="list-style-type: none"> □ LEDs: Power, Wireless, Ethernet Network Capabilities □ Number of VLANs: 1 management VLAN plus 16 VLANs for SSIDs □ 802.1X supplicant: Yes □ SSID-to-VLAN mapping: Yes □ Auto channel selection: Yes □ Spanning tree: Yes □ Load balancing: Yes □ IPv6: Yes Quality of Service □ Quality of service (QoS) Wi-Fi Multimedia and Traffic Specification (WMM TSPEC) 	
Wireless	<ul style="list-style-type: none"> □ Frequency: WAP551: Selectable radio band (2.4 or 5 GHz) WAP561: Dual concurrent radios (2.4 and 5 GHz) □ WLAN: 802.11b/g/n 3x3 multiple-input multiple-output (MIMO) with 3 spatial streams 20 and 40 MHz channels PHY data rate up to 450 Mbps 802.11 dynamic frequency selection (DFS), EU version only □ Data rates supported 802.11a/b/g: 54, 48, 36, 24, 18, 12, 9, 6, 11, 5.5, 2, and 1 Mbps 802.11n: <ul style="list-style-type: none"> ◦ 20-MHz bandwidth: MCS 0-15 for supported data rates 	
Security	<ul style="list-style-type: none"> □ WPA/WPA2: Yes, including Enterprise authentication □ Access control Yes, management access control list (ACL) plus MAC ACL □ Secure management HTTPS □ Wi-Fi Protected Setup (WPS) Yes (soft WPS, no hardware push button) □ SSID broadcast: Yes □ Rogue access point detection: Yes 	

Mounting	<input type="checkbox"/> Multiple mounting options Mounting bracket included for easy ceiling or wall mounting <input type="checkbox"/> Physical security lock Kensington lock slot	
Management	<input type="checkbox"/> Remote management: Yes <input type="checkbox"/> Dynamic Host Configuration Protocol (DHCP) client: Yes <input type="checkbox"/> IPv6 host: Yes <input type="checkbox"/> HTTP redirect: Yes	
support	<input type="checkbox"/> Locally Available Technical Support Services (Manufacturer's Letter of Authorization Mandatory)	
Warranty	<input type="checkbox"/> Manufacturer's Limited Lifetime Warranty	

PARTICULAR SPECIFICATIONS FOR SECURITY INSTALLATIONS

1. DESCRIPTION OF THE PROJECT

The works to be carried out include the supply, delivery, installation, testing, commissioning and leaving in servicing condition the Security system as herein described in this specification. The works shall include, but not limited to the supply and installation of the following:

- CCTV Cameras
- Network Video Recorder
- Access Control System

WORKING DRAWINGS

The Contractor shall submit to the Project Manager working drawings for the proposed system for approval. The drawings will show the locations of and identifiers for all cable routing and terminations, telecommunication outlets/connectors. Location of core switch and Edge switches.

1. NETWORK VIDEO RECORDER

TECHNICAL SPECIFICATIONS		
Compliant Standards : ISO 9001		
Item	Minimum Specifications	Proposed Solution
Brand	State the brand, model and attach Technical Brochure (Mandatory)	

Key Features	<ul style="list-style-type: none"> • 4K Resolution • Main Processor – Embedded Quad-core Processor • Operating System – Embedded Linux • Intelligent Video System with Business Analytics • Maximum 320 Mbps Incoming Bandwidth • Up to 12 MP Resolution for Preview and Playback • Support for IPC and UPnP Protocols • PoE – 24 Ports (IEEE802.3af/at), 10/100 Mbps • Multi-Screen Display 1/4/8/16/25, Sequence • Compression: Supports Smart H.265+, H.264+ & MJPEG • Recording: Normal, Manual, Schedule (Continuous/Event), Event (Pre/Post), Over write Modes: Selectable (Stop/Continuous) • 8 SATA HDD Bays (Supporting upto 10TB HDD Each), 1 eSATA ports • Playback Speed: 120fps • Ethernet Support: RJ-45, 2* Gigabit Ethernet □ 4 Gigabit Ethernet ports, SFP x 2. • Automatic camera registration, any Recording Device ONVIF and Major Camera Brands Support • Inputs and outputs: 4 NO/NC - selectable inputs, 3 relay outputs, 2 USB port, 1RJ-45 4ea (LAN/WAN, 1Gbps), 1000M SFP 2ea □ Embedded IVS 	
Display	Interface Interface - Two (2) 4K HDMI Ports: One (1) VGA Port (1080p)	
	Native Output Resolution - 3840 x 2160, 1920 x 1080, 1280 x 1024, 1280 x 720, 1024 x 768 Ethernet and RS485 communication protocols	
Power	Power Supply Single - 240 VAC ±10%:, 50 Hz Power Consumption < 18 W, without HDD Total PoE Power - 25.5 W single port, 220 W total	
Recording	Compression - Smart H.265+, H.265, Smart H.264+, H.264, MJPEG Supported IP Camera Resolution - 12 MP, 8 MP, 6 MP, 5 MP, 4 MP, 3 MP, 1080p, 1.3 MP, 720p, D1, CIF, Bit Rate - 16 Kbps to 20 Mbps per channel Record Mode - Manual, Schedule (Regular, Motion Detection), Alarm, IVS, Stop	
Warranty	Comprehensive 3 Years Manufacturer's Warranty (Attach Manufacturer's Warranty Statement)	

2. EMBEDDED IVS

TECHNICAL SPECIFICATIONS		
Compliant Standards : ISO 9001		
Item	Minimum Specifications	Proposed Solution
Intelligence	IVS triggers an alarm and takes a defined action for the following events: <ul style="list-style-type: none"> • Tampering with the camera. • Camera loses or changes focus drastically. • Error writing to an onboard Micro SD card. • Error sending or receiving data over the network. • Unauthorized access to the camera. • Motion - An object moves through any part of the scene. • Tripwire - A target crosses a user-defined line. • Intrusion - A target enters or exits a defined perimeter. • Scene Change • Abandoned/Missing Object • Facial Detection; People Counting; Heat Map 	

3. BULLET/DOME CAMERA

TECHNICAL SPECIFICATIONS		
Compliant Standards: • CE approved & ISO 9001		
Item	Minimum Specifications	Proposed Solution
Brand	State the brand, model and attach Technical Brochure (Mandatory)	
Key Features	<ul style="list-style-type: none"> • The camera should be of 4 MP Bullet type • The camera should have 3.7 ~ 9.4mm (3.1x) motorized Varifocal lens with maximum aperture ratio of F1.2 • The lens mount should be Board type • The image sensor used in the camera should 1 / 8" 6M CMOS Progressive Scan, 	
	<ul style="list-style-type: none"> • The minimum illumination(B/W) provided should be 0 Lux with IR LED on • Adaptive IR up to 50 m; auto ON in night mode, or off • The minimum illumination Color : 0.07Lux (F1.2, 1/30sec) • The camera should have the property of IR cut filter with auto switch • The camera should have SNR of 50 dB • The camera should have the property of (Wide Dynamic Range), WDR of 120dB • The camera should provide 3 DNR (Digital Noise Reduction) of SSNRV (2D+3D noise filter) (Off / On) 	

Compression Standards	<ul style="list-style-type: none"> • H.265+/H.265 • The bit rate is 512 Kbps ~ 4 Mbps • The camera should be capable of providing 4 streams 	
Image	<ul style="list-style-type: none"> • The Maximum Image Resolution of the Camera should be 2560 x 1920@ 30fps • Frame rate H.265 / H.264 : Max. 30fps at all resolutions, MJPEG : Max. 30fps • The Camera should have GOP ration should be from 1-100 	
Network	<ul style="list-style-type: none"> • storage in NAS • interoperable with ONVIF, PSIA, CGI, ISAPI • ONVIF S compliant Security • HTTPS (SSL) Login Authentication, Digest Login Authentication IP Address Filtering, User access Log, 802.1X Authentication 	
General	<ul style="list-style-type: none"> □ The communication interface of the camera should be 1 RJ45 10/100/1000Mbps Ethernet • The camera should have a 128GB SD card support • The power source used in the camera should be DC12V/2A (+/-10%) • The camera should have PoE(802.3af) • Maximum power consumption should be 20W • The camera should have IP67, IP66, NEMA 4X / IK10 Vandal Resistant 	
Warranty	Comprehensive 3 Years Manufacturer's Warranty (Attach Manufacturer's Warranty Statement)	

ACCESS CONTROL

1. ACCESS MODULAR CONTROLLER

TECHNICAL SPECIFICATIONS		
Item	Minimum Specifications	Proposed Solution
Brand	State the brand, model and attach Technical Brochure (Mandatory)	
Key Features	<ul style="list-style-type: none"> • The System Controllers shall operate in a truly standalone mode when there is no network connection available to the ACS database engine module. • Each system controller/cluster controller shall be 	

	<p>capable of storing up to 10 000 tags, and shall be capable of buffering up to 100,000 transactions should the connection to the ACS polling module be lost.</p> <ul style="list-style-type: none"> • The ACS controller shall be capable of facilitating more tags and transactions if coupled with another master device (System Controller or Application Controller) which increases storage and processing capacity. • Supports full off-line functionality, including anti-pass back, access rights, emergency and lockdown modes. • RS485 – with connectivity speeds of 38,400 Baud • TCP/IP Ethernet connectivity – with support for up to 100Mbps connectivity speeds • Simple integration with CCTV, intrusion alarms Fire and elevators 	
Key Functions	<ul style="list-style-type: none"> • The ACS System Controller shall support up to 64 physical devices connected via RS485 terminal, communications bus, TCP/IP or proprietary solutions. • Each Door Controller shall support \geq two (2) readers. 	
Performance	<input type="checkbox"/> TCP/IP, RS485 and Serial Bus Communication	
Hardware	<ul style="list-style-type: none"> • Ethernet and RS485 communication protocols • Operating temperature of -25°C to +60°C • 4KB Ram 48KB Flash Memory • Anti-tamper switch • Real time clock battery backup 	
Power	<input type="checkbox"/> Input voltage of 12 VDC to 15 VDC Polarity Sensitive, \leq 140mA current, \leq 1.7W Power, Reverse polarity and transient voltage protection	
Data Transfer	<input type="checkbox"/> Encrypted	
Warranty	Comprehensive 3 Years Manufacturer's Warranty (Attach Manufacturer's Warranty Statement)	

2. CARD READER

TECHNICAL SPECIFICATIONS		
Item	Minimum Specifications	Proposed Solution
Brand	State the brand, model and attach Technical Brochure (Mandatory)	
Interfaces	<ul style="list-style-type: none"> • Multiple Wiegand output formats (26-bit and 44-bit). • Connects to controllers on Wiegand or RS-485 	

Environmental class	<ul style="list-style-type: none"> • IP65 Indoor/Outdoor • Operating Temperature: -25°C to +60°C (-13°F to +140°F). • Humidity Range: 0 to 95% relative humidity at +40°C □ (+104°F) non-condensing. 	
2.2.1. BIOMETRIC & CARD Reader		
Template output format	□ 1:1: ANSI 378 1:N: Proprietary (ANSI 378+ format)	
Communications	□ Ethernet Base-T 10/100; RS-485 Supported; Wiegand/OSDP Supported; I/O Door position sensor Inputs, Relay connections, Request to Exit Inputs	
Environmental class	<ul style="list-style-type: none"> • IP66 Indoor/Outdoor • Operating Temperature: -20°C to +55°C • Humidity Range: 0 to 80% relative humidity at +40°C 	
Warranty	Comprehensive 3 Years Manufacturer's Warranty (Attach Manufacturer's Warranty Statement)	

3. ACCESS CONTROL SYSTEM SOFTWARE

TECHNICAL SPECIFICATIONS		
Item	Minimum Specifications	Proposed Solution
Brand	State the brand, model and attach Technical Brochure (Mandatory)	
Access Modes	□ Card only; Card with PIN (Verification PIN); PIN or Card (Identification PIN); Bio and Card; Bio Only	
Max. number of access authorizations groups	□ 10,000 per site	
Minimum Software Specification	<ul style="list-style-type: none"> • Windows operating system: • Windows 2016 Standard Server (64 bit) • Windows 2012 R2 Server • Windows 10 x 64 Professional • Windows • Database: Microsoft SQL Server2014 	
License	Comprehensive Manufacturer's license	

4. POWER SUPPLY MODULE

TECHNICAL SPECIFICATIONS		
Item	Minimum Specifications	Proposed Solution
Brand	State the brand, model and attach Technical Brochure (Mandatory)	

Power	<ul style="list-style-type: none"> • Operating Input voltage: 240 VAC • Field-selectable 12 or 24 VDC output • Total continuous output current: 5A@12VDC, 2.5A@24VDC • Individually fused power output (PTC-type fuses) rated at 1.1A, fail-safe or fail-secure modes. • AC Input fuse rated at 3.15A • Adjustable Output Voltage Range: 11~15 @ 12VDC setting, via VR switch, 23~28 @ 24VDC setting, via VR switch • Number of Outputs: 5 	
Warranty	Comprehensive Manufacturer's Warranty (Attach Manufacturer's Warranty Statement)	

5. ELECTRIC STRIKE

TECHNICAL SPECIFICATIONS		
Item	Minimum Specifications	Proposed Solution
Brand	State the brand, model and attach Technical Brochure (Mandatory)	
Power	<ul style="list-style-type: none"> • Dual Voltage Coil: 200/100mA @ 12/24V DC, 140/70mA @ 12/24V AC • Latch Position Status (std) SPDT, Dry 3Amp @ 30V • Keeper Closed & Locked Status (std) SPDT, Dry 3Amp @ 30V • Keeper Open/Closed Status (optional) SPDT, Dry 3Amp @ 30V 	
Warranty	Comprehensive Manufacturer's Warranty (Attach Manufacturer's Warranty Statement)	

7. PROXIMITY CARDS

TECHNICAL SPECIFICATIONS		
Item	Minimum Specifications	Proposed Solution
Brand	State the brand, model and attach Technical Brochure (Mandatory)	
Data Retention	<input type="checkbox"/> 10 years	
Write Endurance	<input type="checkbox"/> Min. 100,000 cycles	
Memory Type	<input type="checkbox"/> EEPROM, read/write	

Card Construction	<input type="checkbox"/> ABS Shell with PVC Cover Label.	
Warranty	Comprehensive Manufacturer's Warranty (Attach Manufacturer's Warranty Statement)	

PART D: GENERAL AND PARTICULAR SPECIFICATIONS FOR DIESEL GENERATORS INSTALLATIONS WORKS

1.00 SITE LOCATION

The site of the proposed works is at KHWISERO – KAKAMEGA.

The contractor is deemed to have visited the site and if unable to locate it to apply to the Engineer for directions to enable him to do so. The contractor is deemed to have acquainted himself therewith as to its nature, position, means of access, etc and no claim in the connection will be allowed. No claim will be allowed for traveling or other expenses which may be incurred by the contractor in visiting the site or preparing a tender for the contract works

2.00 CLIMATIC CONDITION

The following climatic conditions apply at the site of the Contract Works and the equipment, materials and installations shall be suitable for these conditions:

Maximum Temperature:	28.0.°C
Minimum Temperature:	20.2°C
Relative humidity range:	60% - 88%
Atmospheric salt content:	Less than 0.002%
Dust in Atmosphere	Relatively dusty conditions prevail
Longitude (approximately):	34.5861° E
Latitude (approximately):	0.1462° N
Altitude:	1498m above sea level

3.00 OPERATING CONDITIONS

The equipment and all components shall be suitable for the operation in ambient conditions of 15°C to 40°C and up to 100% relative humidity

- i) in an unheated ventilated building ii)

in the open air as specified

Unless otherwise stated all ratings of equipment and components shall be interpreted as site rating and NOT sea level or other ratings.

4.00 FUNCTIONAL OBJECTIVES

The set shall be capable of operating continuously and satisfactorily in a medium dust laden atmosphere as defined in BS 1701 and in accordance with BS 649.

The generating set is required for standby duty and will be connected to the switchboard through a circuit. It shall have an automatic mains failure control, appropriately interlocked with the other incoming supply. Provisions shall be made in the control circuit of the generator for automatic and remote push button control, including the terminals and cable glands for all external cables, which will be supplied by others, where specified. It shall also be possible to start, operate and stop the set manually, independent of any automatic features

Within the operating conditions specified in part 3 above the set shall be capable of starting and accepting full load within the shortest possible time, and in any case, in not more than 10 seconds. Any special features included to achieve this shall be stated in Section F.

5.00 SCOPE OF THE CONTRACT WORKS

The work covered by this Specification includes the design, manufacture, supply, delivery, installation, commissioning and testing to the satisfaction of the Engineer and maintenance for a period of twelve months of a new generating set complete with all necessary ancillary equipment.

The equipment to comprise a 150 KVA, 415 volts/3 phase /50Hz Prime rated diesel generator sets with all integral accessories, and all necessary equipment for the safe and efficient working of the set. The diesel generator set will be site rated at level of 1498 metres, Kenya Datum.

Diesel generator set to include:

- a) Push button starting, starting battery and mains power supply trickle charger to be included;
- b) 72-hour operational running capacity auxiliary fuel (Diesel) storage tank, loose transfer pump and duplex fuel strainer;
- c) An integral belly/ base fuel tank for daily service with an FULL LOAD operational running capacity of 10 hours;
- d) All interconnecting pipe work, valves and fittings between the storage tank, base tank and the diesel engine;
- e) An automatic generator control unit;
- f) A diesel generator control cubicle;
- g) Acoustic enclosure/ sound attenuated canopy;

- h) All local wiring; and
- i) Maintenance tools and spare parts as specified.

6.00 PERFORMANCE OBJECTIVE

The output rating of the set in KVA, the voltage, the number of phases and the frequency shall be as specified in Bill No.4 of the Bills of Quantities.

Within the operating conditions specified, the set equipped with its standard air intake filters, shall be capable of delivering its rated output continuously at rated voltage and 0.8 lagging power factor and of delivering 10% in excess of the continuous maximum rating for a period of one hour in any 12hour period.

The steady state voltage shall be maintained within 2 ½ % of the rated voltage under control of the voltage regulator between the cold start ambient conditions and the maximum working temperature, from no load to 10% overload and from unity to 0.8 lagging power factor. After any change of load the voltage shall not vary by more than + 15% of the rated voltage and shall return to within +/- 3% within 3 seconds and to within 2 ½ % of rated voltage within 1 seconds. On starting the voltage overshoot shall not exceed 15% and shall return to within 3% in not more than 3 seconds.

The governing of the set shall be such that the steady load speed band shall not exceed 1% of rated speed. Sudden removal of the full load at rated frequency shall not cause the frequency to rise above 110% of the rated frequency and it shall return to within 105% of the rated frequency within 3 seconds. The resultant steady state frequency shall return to 104% within 15 seconds. If full load is then reimposed the frequency shall not fall below 94% of rated frequency and shall return to 99% within 3 seconds and to the rated frequency within 15 seconds. The cyclic irregularity of the set at full load shall not be worse than 1/150. The deviated interference shall be suppressed to the limit specified in BS 800 and BS 833.

7.00 GENERATING SET ARRANGEMENT

Unless otherwise indicated the set and its auxiliaries shall be mounted on sufficiently substantial under base. All items which must be held in correct relative alignment shall be located by means of dowels.

The set shall be designed and supplied for operation bolted to the floor on robust anti-vibration and shock absorbing devices. They shall have adjusting screws for optimum setting and levelling and be so designed and installed that no appreciable engine vibration shall be transmitted to the floor or to any surrounding.

Bearings shall be suitable for operation over long periods without the need for replacement of the lubricant. Oil lubricated bearings shall be fitted with a visible oil level gauge.

8.00 DIESEL ENGINE

a. General

The engine shall comply in design and performance with BS.649 "Diesel Engines for General purposes" or its approved equivalent. The engine shall be designed for satisfactory operation on fuel oil and lubricating oils complying with BS. 2869.

The engine shall be totally enclosed, with forced lubrication from an integral pump having on the suction side a coarse strainer and on the delivery side a dual 'full flow' fine filter with a changeover cock incorporating pressure by-pass, so that the oil flow to the engine is maintained if the filter should choke. Alternatively a single filter of the self-cleaning type fitted with a by-pass relief valve and having the same filtration performance may be provided. Manual lubrication of any part of the engine will not be accepted. The capacity of the lubricating oil system shall be sufficient to enable the engine to run continuously for 12 hours at any load without replacement.

A filter with a by-pass relief valve shall be inserted in the fuel line immediately before the pump(s). The fuel filter element shall be incapable of passing particles larger than micrometres. The fuel system shall be so arranged that fuel resulting from filter, pump or pipe spillage shall be incapable of entering the engine sump.

Air filters complying with KS 06-294: 1986, Grade 'A' and Grade 'B' suitable for use in a dusty atmosphere shall be fitted on the engine air intake(s)

No significant critical speed of the complete shaft system, including the generator, shall be within 15% of the rated speed. A manually reset over speed trip shall be fitted to stop the engine if its speed exceeds the rated speed by 15%. A mechanical trip is preferred but an electrical over speed trip may be offered. Both types shall be equipped with a pair of contacts which close on operation of the trip. If the device is belt driven, at least two belts shall be provided and the drive shall be capable of carrying full load with one belt removed.

The set shall be arranged such that on shut-down the cooling water temperature shall not rise with residual heat so that the high water temperature lock-out operates. The engine may be naturally aspirated as pressure charged, or as indicated.

The starting shall be by means of electricity supplied from a starter battery. The starter motor shall be of axial type, de-energizing by a device operated from the engine. A means of manual starting shall also be provided. Suitable means shall be provided for running by hand the engine main shaft and the associated generator to facilitate inspection and overhaul.

If weekly test runs are insufficient to prevent the drying out of the bearings, means shall be provided to ensure that the bearing surfaces are adequately and automatically wetted with lubricating oil either periodically or immediately prior to every start.

The engine shall be capable of being started from any crank position. A thermostatically controlled 240-volt immersion heater may be fitted in the engine lubricating oil sump to facilitate starting. The heating surface loading of any lubricating oil heater(s) shall not exceed 0.015 watt per square millimeter to avoid carbonization of oil.

An efficient exhaust silencer with adequate draining facilities shall be supplied, and shall either be mounted on the set or installed in a generator room constructed as shown on the drawing indicated. The exhaust silencer system shall be so arranged that it may be readily relocated if required. Where any additional piping bends and fittings are specified, the manufacturer shall advise on any problems involved.

b. Fuel System

An auxiliary fuel storage tank whose minimum capacity shall be sufficient to run the engine continuously on full load for 72 hours shall be installed in the position indicated in the contract drawing. It shall be supplied complete with supports. The tank shall be fitted with a hand operated fuel with a flexible suction hose to permit filling from a drum on the floor. A three way cock shall be fitted in the line from

tank to the engine to enable the fuel to be supplied from a source other than the storage tank. The position of the cock shall be clearly marked 'MANUAL, AUTOMATIC, OFF' as applicable.

A duplex fuel filter shall be supplied between the storage tank and the diesel engine. The duplex filter shall be capable of being cleaned without dismantling, or in interruption of the fuel flow, and shall be easily maintainable. The tank shall be equipped with a graduated dipstick, a clearly visible contents' gauge (not of the site glass type) and with drain, vent, overflow and inlet and outlet connection. The set shall also have an integral belly/base fuel tank for daily services with a FULL LOAD operational running capacity of at least 10 hours.

c. Lubricating Oil System

An engine driven integral gear type lubricating oil pump shall be provided. The lubricating oil system shall include an oil cooler and fine mesh filters, together with devices to indicate lubricating oil pressure and to initiate a 240 volt A.C. Lubricating oil Low pressure Alarm, Lubricating Oil High Temperature Alarm and Cooling Water High Temperature Alarm.

As separate 240 volt A.C. Motor driven automatic lubricating oil priming pump shall be provided for intermittent operation when the diesel is lying idle.

d. Starting of Engine

The diesel generator set shall have facilities for local and remote push button starting, with a Local/ Remote/ Automatic selector switch at the local panel. On mains failure the engine shall be capable of being automatically started from battery located near the generator set.

The battery shall be complete with drip tray and trickle charger. All necessary relays, contacts, switches and miscellaneous items for the starting sequence shall be supplied and installed in the local control panel.

The system shall be designed to give maximum reliability in starting.

The Contractor shall state in detail his proposals to ensure reliable starting and prevention of deterioration of the diesel engine, generator and exciter during idle periods.

All manually operated valves and controls on whose setting the correct operation of the automatic starting equipment depends shall be provided with locking devices.

e. Cooling System

The engine may be air or water cooled unless a preference is indicated.

f. Air Cooling of Engine

Cooling air for the engine and lubricating oil shall be provided by fan(s) mechanically driven from the engine. The cooling system shall be adequate for the total requirements of the engine when running on continuous full load and on 10% overload for one hour in accordance with BS 649 and under the conditions of Section 3.

The engine shall be so designed that the cooling air discharges into or is drawn through a reasonably airtight ducted assembly enclosing the lubricating oil cooler, the cylinder barrels and the cylinder heads of the engine.

This assembly shall terminate in a flanged outlet to which trunking may be readily attached when necessary, to enable hot air from the cooling system to be discharged outside the building.

Belt driven fans shall have at least two belts and the drive shall be capable of transmitting the full load with one belt removed. The cooling air temperature shall be controlled so as to maintain a safe working temperature of the cylinder head(s) and the engine shall shut down if the maximum is exceeded.

g. Water Cooling of Engine

A radiator of the air blast type shall be provided. It shall either have separate sections for water and for lubricating oil or be arranged for jacket water cooling only.

The radiator shall be mounted on the set and the fan(s) shall be mechanically driven from the engine. Where indicated the radiators shall be suitable for remote wall or floor mounting, in which case the fan shall be electric motor driven from a supply similar in voltage, phase and frequency to the alternator output and shall be started on line.

Where remotely mounted, the fan shall only operate when generating set is running and shall be controlled by a thermostat mounted in the radiator such that the fan motor will start on rising temperature 50°C and stop on falling temperature.

Belt driven fans shall be provided with at least two belts and the drive shall be capable of transmitting the full load with one belt removed. Circulation of the jacket water and lubricating oil through the respective radiator sections and /or heat exchanger shall be by means of pumps mechanically driven by the engine. Belt driven pumps shall be provided with at least two belts and drive shall be capable of transmitting the full load with one belt removed.

Circulation by thermo-syphon will be accepted provided the engine will operate under the conditions of section 6 and in accordance with BS 649.

An easily visible flow indicator provided with contacts shall be fitted in the water outlet from the engine; the contacts shall close in the 'no flow' condition and shut down the set.

Alternatively in thermo-syphon systems and sealed or pressurized radiator systems the flow indicator may be dispensed with providing the engine shuts down by the operation of the high temperature or low oil pressure safety devices in accordance with section 8.3.

A thermostatically controlled diverter valve shall be inserted in the engine water discharge pipe with a return to the circulating pipe section, to maintain the circulating water at the optimum temperature irrespective of the load. Alternatively, a thermostatic bypass will be accepted.

A radiator make-up/expansion tank, fitted with float control inlet, shall be provided. If a sealed or pressurized unit is offered the tank may be dispensed with.

Where indicated provision shall be made on the radiator framework to permit the attachment of ducting for the discharge air.

A thermometer shall be mounted near the cylinder head(s) to indicate water temperature. Where a lubricating oil cooler is fitted, thermometers shall be mounted at the oil inlet too and outlet from the engine. Alternatively, thermocouple may be provided at all thermometer positions and taken to an instrument panel.

Adequate drains shall be provided at low points in the water and lubricating oil systems of the radiator and, where applicable, of the heat exchanger.

h. Governing System

Governing shall conform to B.S. 640 Class A. The governor shall control the frequency within the limits stated in Section 6 Part. Manual speed adjustment shall be provided over a range of +/-15% of the rated speed at any load. The governor system shall be of the mechanical or hydraulic type. In addition, the engine shall be fitted with an approved overspeed trip device which shall operate independently of the normal speed governor and shall act directly upon the fuel supply to the engine.

The overspeed shall act at a speed of 12% to 15% in excess of normal operating speed. i.

Exhaust System

The diesel engine shall be provided with a suitable exhaust system for horizontal discharge outside the diesel generator room. The silencer shall be of spark arresting type and shall be equipped with cleaning and draining arrangements.

If an exhaust driven turbo-charger is supplied it shall include air intake filters, mani-folds and outlet manifolds.

All necessary ducting, piping, supports and lagging required for the system shall be included.

Weatherproof wall boxes permitting expansion shall be fitted where the exhaust piping passes through the building wall or roof. Pipe work shall be connected at site by butt weld connections or use of flanged joints. The use of screwed connectors shall be avoided.

Flanges shall conform to the appropriate Table of B.S.10: 1962. Welding of flanges at site shall be carried out in accordance with B.S.806. The faces of flanges shall be machined and the backs shall be machined or spot faced to receive the bolt heads.

Valves and fittings shall be of approved design and manufacture and shall be subject to the same tests as the highest-pressure piping or vessel to which they are connected.

j. Engine Instruments

Unless otherwise indicated the following instruments shall be provided:

- (a) A lubricating oil pressure gauge
- (b) A running hour meter
- (c) A tachometer

- (d) A water thermometer
- (e) An exhaust gas pyrometer or thermometer mounted near the mani-fold
- (f) Lubricating oil thermometers on the inlet to and outlet from the engine, when a lubricating oil cooler is fitted
- (g) Exhaust turbo-blower pressure gauge(s) as applicable

k. Pipe work, Valves and Fittings

All piping shall comply with requirements of KS-259:11989 for mild steel pipes. Provision shall be made for ready handling of all parts of the plant during assembly or disassembly of the unit.

Adequate provision shall be made for attaching lifting devices, slings and eyebolts.

9.00 THE GENERATOR (ALTERNATOR AND EXCITER)

a. General

The generator shall comply with B.S.2613:197, for service in tropical conditions, and shall withstand being idle for considerable periods without any harmful drop in the insulation resistance.

The generators shall be prime rated net output of 150 KVA as specified in the schedules of the Bills of Quantities, at 0.8 lagging power factor, 415 volts, 3 phase, 4 wire, 50 Hertz with brushless rotating rectifier excitation system and voltage regulator. It shall be directly coupled to the engine and be sized such that it will accept the maximum output of the engine including overload. The output voltage shall be maintained within plus or minus 2 ½ % from no load to full load conditions. The alternator shall be capable of operating within the range of plus or minus 15% of the nominal voltage according to the automatic voltage regulator.

Three phase machines shall be star connected, and a diagram showing the terminal marking and phase rotation shall be provided in the terminal box. Cables connecting the machine winding and machine terminals shall not have a higher de-rating factor for temperature than the windings.

The insulation shall comply with BS 2757 excluding Classes Y and A. The insulation shall have an oil, moisture and fungus proof finish, with a surface which will not retain dust or condensation. It shall be possible to put the set-in service after long periods in unheated storage without necessarily drying out the insulation.

The alternator shall be capable of withstanding a short circuit for three seconds when under the control of the automatic voltage regulator.

b. Excitation

Excitation shall be by means of brushless direct coupled exciter armature.

The alternators shall be designed for an excitation voltage at full load of not less than 50 Volts unless prior approval is given.

c. Electrical Control Panel

The Automatic Mains Failure control panel shall be provided and fitted with the following: -

- a) Two four pole contactors and two TP & N incoming MCCB's each of suitable rating for controlling the supply from the mains transformer and standby generator.
- b) An automatic voltage regulator for the set.
- c) Control equipment as necessary including phase failure protection relay for both the mains supply and the generator supply (with both under and over voltage protection) and phase sequence protection relay for the mains supply all to fulfil the functional requirements and automatic changeover as detailed in Part 9.3.2
- d) One ammeter and a selector switch to measure each phase current and neutral current
- e) One voltmeter and a selector switch to read line to line and line to neutral voltage f) A frequency meter

The meters shall comply with BS 89, table 7.

i. General

The set is to be used for mains failure duty and an automatic starting panel shall be provided which shall contain all necessary equipment for controlling the automatic starting and stopping of the set, lubricating oil priming (if necessary), all auxiliaries, fault warnings and shut downs. All faults, warning and shut-downs shall be separately indicated. There shall be test facilities for indication lamps, etc, preferably by means of a single test button.

Means shall be provided for isolating all supplies to the starting panel either by an isolating switch or by withdrawable fuses.

When the set is stopped other than under lock-out conditions, it shall be self-resetting ready for the next start.

The set shall be suitable for starting by manual means. e.g. by cranking or direct operation of the starter solenoid.

All switches and push buttons shall be clearly marked to indicate their function.

It shall be possible to operate the 'Start' and 'Stop' buttons and to see the 'Set Failure' indications without opening the panel doors.

ii. Automatic Changeover Controls

The controls shall be installed and wired in the machine control panel.

The control shall be provided such that on failure of the normal electricity supply, it will automatically initiate the starting of and effect the transfer of load to the standby generator. The schematic for the controls shall be approved by the Electrical Engineer before manufacture commences.

Where failure of the normal supply is referred to, it shall be defined as follows:

- a) Complete loss of voltage in one-line Or in all the three lines
- b) Falling of voltage below 85% of the normal voltage between two lines or line and neutral
- c) Voltage overshoots to 110% of the normal voltage between two lines or line and neutral
- d) Incorrect phase sequence

On failure of the normal supply, the unit shall operate in the following manner:

- a) After a delay, adjustable from 0 to 15 seconds (to avoid operation by a transient dip in voltage) a signal shall be given to start the standby generating set.
- b) On receipt of a signal from the standby generating set that it is ready to take load, and providing that the failure of the normal supply still persists, the normal supply contactor in the control panel shall open and the standby contactor shall close. If the normal supply has been restored before the changeover has taken place, the contactor shall not operate and the starting relay contacts shall open to initiate the shutting down of the standby generating set.

When the standby supply is in operation and the normal supply is restored and remains within 10% of rated voltage on all phases for a pre-set time (adjustable up to 120 second) the standby contactor shall

open and the normal supply contactor shall close; the starting relay contacts shall then open to shut down the generating set.

Provision shall be made so that automatic return to normal supply can be prevented if required.

Once a start signal has been sent to standby generating set, the engine starting sequence shall be allowed to continue until the set is ready to take the load before a stopping signal is sent.

A push button labelled 'Test' shall be provided to enable a failure of normal supply to be simulated. If the button is pressed and released the equipment shall complete the starting sequence, and when the set is ready to take load it shall be shut down. If the button is held depressed the equipment shall change over to the standby supply when the set is ready to take load.

Indicating lamps or illuminated panels shall be provided on the front of the panel. They shall be appropriately labelled, easily visible and shall give the following information:

'Main Supply Available'

'Generator Supply Available'

'Mains Supply on load'

'Generator Supply on load'

d. Lock out

i. General

The set shall stop and lock out to prevent further starting when:

- a) It fails to start when the electric starter motor has been in operation for 20 seconds under automatic start condition.
- b) b) The lubricating oil pressure falls to a value at which it would be unsafe to continue running the engine.
- c) The cooling water does not flow, when the engine is fitted with a visible flow indicator on the cooling water system.
- d) (i) In water cooled engines the cooling water temperature exceeds a predetermined limit.
(ii) In air cooled engines the cylinder head temperature exceeds a safe maximum.
- e) The overspeed trip has operated.

Failure of the circuits concerned in sub-section 9.4.1 (b) to 9.4.1(e) shall cause a set to shut down. Reset of lock out shall be by hand.

e. Fault indication

Each lock-out detailed in section 9.4.1 shall be indicated by a lamp on the panel together with an indication of the fault causing the shut-down. The fault warning lights shall be set to operate before the lock-out.

f. Starting Battery and Charger

The battery shall be 24 volts and capable of with-standing the loads imposed upon it by its specified duties. It may be of lead-acid or alkaline type and shall be of sufficient capacity for four starts in succession once in an eight-hour period. Auxiliary circuits connected to the battery shall be protected by fuses.

The battery shall be used to supply an automatic starting and control equipment, and relay operation shall not be impaired when the battery is supplying current to the starter motor.

A single-phase supply for battery charging shall be available from the main L.V SWITCHBOARD.

A charger shall be provided which will recharge the battery after engine starting and maintain it in a charged condition when the set is standing or is in service. It may also supply the load of any automatic starting and control equipment, and an additional load up to 24 watts when the set is running and in service.

An alternative quick charge rate shall be provided. The charger shall be fitted with an ammeter to measure the charge and discharge current excluding the starter motor current.

g. Wiring and Earthing

Power cables and small wiring cables interconnecting major components shall be of the heat and oil resistant type and shall be metal sheathed or run in metal ducts or metal conduit, which shall be coded and terminated with lugs or eyes or to be soldered, the terminations shall be clearly marked with the numbers and letters of the terminals to which they are connected. Terminals shall be numbered or lettered, easily accessible and fitted with individual insulating barriers or adequately spaced. Barriers shall be fitted to separate control terminals from power wiring terminals.

All metal work housing electrical equipment shall be bonded to a brass earthing terminal and connected to station Earth and as detailed in the schedule.

h. Contactors

Contactors shall have magnetic circuits designed for a.c or d.c operation and shall be rated in accordance with ks 04-182:1982. Four pole- contactors shall be fitted for three phase-equipment and two-pole contactors for single phase equipment. Main and auxiliary contacts shall be silver faced or better.

i. Relays

Relays shall preferably be of sealed type mounted in approved plug-in bias with spring loaded retainers but if this is not practicable they shall be mounted on individual sub-bases and wired so that easy access is obtained to soldered connections. Unsealed relays shall be enclosed in individual or common dust protecting cases.

Time delays, if of the pneumatic type, shall operate on filtered air. The thermal type of time delay relay will not be accepted.

j. Fuses

Fuses shall comply with KS-183:1978. A spare fuse cartridge for each pole shall be mounted inside each equipment.

k. Rectifiers, Capacitors and solid-State components

Rectifiers, capacitors and solid-state components shall be suitable for any transient voltage and high currents likely to be uncounted during the operation of the equipment and for the internal operating temperature of the enclosures at the specified maximum external ambient temperature. l. Enclosures for Equipment

Enclosures for electrical and control equipment shall be drip proof and dust protecting, with adequate front and rear access as necessary for maintenance and repair. Special attention shall be given to the method of construction and to the mounting of the components to minimize the effect of vibration. Diagrams of connections in durable form shall be mounted inside the enclosures. m. Lifting Gear and Handling.

Provision shall be made for ready handling of all parts of the plant during assembly or disassembly of the unit. Adequate provision shall be made for attaching lifting devices, slings and eyebolts. n. Commissioning

The Contractor shall include for fully commissioning the set and its control equipment and for the purpose of the required tests, shall provide all necessary instruments, tools, fuel and lubricating oil.

The following tests and checks as applicable shall be carried out by the contractor in the presence of the electrical engineer or his representative.

- a) Check that the main frame is level in all directions, engine and generator shafts are in proper alignment and the vibration absorbing devices are properly installed and located.
- b) Check water and sump oil levels and that the water jacket and radiation heaters (if fitted) are in working order.
- c) Check the battery electrolyte levels and the specific gravity.
- d) Examine the containers in which the fuel and lubricating oils were delivered and check that the type and grade of oils are as recommended for the unit.
- e) Ensure that sufficient fuel oil is in the fuel tank for a two hours test run.
- f) Check engine bolts, main drive coupling, valve clearance, fuel pumps settings, governor settings, pipeline connections, water hose, exhaust couplings, flexible pipe work etc, and where a separate cooling water tank is fitted, that the water levels is satisfactory and the ball valve and overflow work.
- g) Check all outgoing connections on the generator and the control panel. All lugs for principal connections shall have clean and bright contact surfaces. A suitable abrasive shall be used where necessary.
- h) Check access panels and doors for proper opening and closing and for functioning of any interlocks fitted.
- i) With the set isolated from the main supply and the selector switch in the 'manual' position, start the engine by means of the 'start' push button and allow it to run up to normal speed.

Check that the main battery charger is automatically switched off to avoid its being overloaded by the reduction in voltage across the battery. Where a battery charging dynamo is fitted, check that the main battery charger is disconnected by the operation of the auxiliary contact during the time the engine is running.

- j) Check instruments and gauges for normal operation and response and that the generator voltage is being maintained within the prescribed limits, making due allowance for no-load conditions. Compare the reading of the frequency meter with that of engine tachometer, where both are fitted
- k) Stop engine by turning selector switch to off position and verify that the generator contactor opens at between 95% and 85% of normal voltage. Re-check water and oil levels.
- l) Turn selector switch to 'Auto' position. Disconnect the sensing circuit supply and check that the set starts, the mains contactor opens, and the generator contactor closes in correct order. Reconnect the sensing circuit to verify that the engine stops on restoration of the mains supply and the contactors operate correctly. Check voltage sensing and time delays on each phase in turn and also the push buttons for mains failure simulation and engine stopping operate correctly.

NOTE: Running of the engine for any length of time under no load condition is undesirable and tests calling for such operation should be carried out in as short time as possible consistent with thoroughness.

- m) Operate the necessary isolators and switches to put the set on standby for essential services network with the mains failure simulation push, verify that the set operates correctly with the appropriate time delay for taking up load and that the carrying of the load and its distribution over three phases are satisfactory.
- n) Run the set at various loads for periods totaling at least 30 minutes. Check that the voltage and frequency are being maintained within the required limits with large alterations of load. Note the rate of charge on the dynamo ammeter with the engine running (if a dynamo is fitted), and the rate of charge on the battery charging ammeter with the engine stopped. Check against manufacturers recommendations and adjust charging rates if necessary.
- o) Check that the various engine safeguards operate satisfactorily.
- p) Check the vibration absorbing devices for proper operation and that performance of all flexible connections, both mechanical and electrical, is satisfactory.
- q) When all tests are satisfactory and agreed with the Engineer or his representative, the lubricating oil and water levels shall be finally checked, the fuel oil tank replenished and set left in normal operating order.
- r) An initial supply of all lubricating oils and greases shall be provided by the Contractor.
- s) Additional lubricating oil shall be provided for recharging the engine sump once together with a supply of lubricating oils and greases to cover the normal use and serving of the set during the 12 months maintenance period referred to in Part 14 of Section D.

10.00 STANDARD SPECIFICATION FOR AUXILIARY FUEL STORAGE TANKS (UG/AG) FABRICATION

The tank shall comply with Kenya Bureau Standards, Specification for Storage Tanks for Petroleum Industry. Part 1: Carbon Steel Welded Horizontal Cylindrical Storage Tanks; 2002.

The tanks shall comply to the following specifications: -

- a) The thickness of the shell and end plates of the tank shall be 6mm;
- b) The dished end of the tank to bend to 25 mm radius;
- c) The Mild Steel plate joints welding shall be butt welded for circumferential joints and lap welding for longitudinal. Further no longitudinal joint shall be located at the bottom of the tank;
- d) All joints on the tank plates, lap or butt type, shall be welded both sides to full penetration (AG/UG);
- e) Accessories: -
 - i. 1 x 600 mm manholes with the following sockets and fittings 1 No x 100 mm filler pipe welded to 150 mm x 100 mm reducing bush;
 - ii. 3 No x 50 mm diameter suction pipes welded to 75 mm x 62 mm reducing bush;
 - iii. 1 No x 50 mm diameter vent pipe welded to 75 mm x 62 mm reducing bush; and
 - iv. 1 No x 25 mm diameter dip pipe with lockable cap, chain, etc. welded to 75 mm x 30 mm reducing bush.

11.00 GENERATOR MONITORING SYSTEM

The Generators should be ready for intergration to a Building management system

12.0 GENERAL REQUIREMENTS

The Generator Contractor shall supply, deliver unload, hoist, fix and erect, test and commission all the equipment, plant and materials in accordance with all specifications contained in this document including the Building plans to provide a complete and operable installation.

The Generator Contractor shall become liable for defects and be responsible for the initial maintenance of the generator installed all as specified here in.

13.0 TECHNICAL SPECIFICATION FOR THE GENERATOR SET (TO BE SUPPLIED BY THE TENDERER FOR THE PROPOSED MAKE AND MODEL)

The tenderer shall fill in the following information pertaining to the diesel generator being offered at the time of tendering: -

1A – INFORMATION OF THE SET TO BE SUPPLIED (150KVA GENERATOR)

ITEM	EQUIPMENT	DETAILS 150KVA
-------------	------------------	---------------------------------

1.	<p><u>Diesel Engine</u></p> <p>Make</p> <p>Type</p> <p>Net continuous rating (B.S.649)</p> <p>(a) at sea levelKVA</p> <p>(b) at siteKVA</p> <p>SpeedRev/min</p> <p>Supercharger</p> <p>Make</p> <p>Type</p> <p>Air cooling</p> <p>Quantity of air required</p> <p>Details of ducting</p> <p>Water cooling</p> <p>Details of water cooling circuits</p> <p>Radiator:</p> <p>Make</p> <p>Type</p> <p>Lengthmm</p> <p>Breadthmm</p> <p>Height</p> <p>Aspiration Method</p> <p>Quantity of air required</p>	<p>.....</p> <p>.....</p> <p>.....KVA</p> <p>.....KVA</p> <p>.....Rev/min</p> <p>.....</p> <p>.....</p> <p>Not Applicable</p> <p>To be Applicable</p> <p>.....</p> <p>.....</p> <p>.....mm</p> <p>.....mm</p> <p>.....mm</p> <p>.....</p> <p>.....</p>
----	--	--

ITEM	EQUIPMENT	DETAILS
		150KVA

2.	<p><u>Auxiliaries</u></p> <p>Filters</p> <p>Coolers</p> <p>Primary pumps</p> <p>Tachometer and drive</p> <p>Governor</p> <p>Special cold start devices</p> <p>Running hours meter</p> <p>Safety devices</p> <p>High temperature</p> <p>Low pressure (lubricating oil)</p> <p>Cooling water flow trip over speed trip</p> <p>Speed sensing devices</p> <p>Lubricating oil thermometers:</p> <p>Number</p> <p>Position (s)</p> <p>Water thermometer</p> <p>Position Exhaust thermometer</p> <p>Position</p> <p>Starting Battery</p>	
3.	<p>Battery charger</p> <p>Immersion Heater</p>	<p>.....</p> <p>Grade quantity (litres)</p>
4.	<p><u>Lubrication</u></p> <p>Recommended oil (s)</p> <p>Sump</p> <p>Elsewhere (state where)</p> <p><u>Alternator and Exciter</u></p> <p>Make and type</p> <p>Bearings</p> <p>Insulation class (BS.2757)</p>	

ITEM	EQUIPMENT	DETAILS 150KVA
------	-----------	-------------------

5.	<p><u>Electrical Control Panel</u></p> <p>Main circuit breakerAmps</p> <p>Bypass switchesAmps</p> <p>Automatic changeover contactorAmps</p> <p>Automatic voltage regulatorVolts</p> <p>Ammeter selector switch</p> <p>Voltmeter selector switch</p> <p>Frequency meterHertz</p> <p>Ammeters ----- No.Amps</p> <p>Voltmeters -.....No.Volts</p> <p>Power factor meterKVAR</p> <p>Other equipment – give details</p>																													
6.	<p><u>Performance data</u></p> <p>Fuel consumption</p> <p>Maximum output</p>	<table border="0"> <tr> <td>Rated</td> <td>Consumption</td> </tr> <tr> <td>output</td> <td></td> </tr> <tr> <td>% _____</td> <td>(Litres/hour)</td> </tr> <tr> <td>110</td> <td>.....</td> </tr> <tr> <td>100</td> <td>.....</td> </tr> <tr> <td>75</td> <td>.....</td> </tr> <tr> <td>50</td> <td>.....</td> </tr> <tr> <td>Ambient</td> <td>Out-put</td> </tr> <tr> <td><u>temperature.</u></td> <td><u>KVA</u></td> </tr> <tr> <td>°C</td> <td></td> </tr> <tr> <td>40</td> <td>.....</td> </tr> <tr> <td>30</td> <td>.....</td> </tr> <tr> <td>20</td> <td>.....</td> </tr> <tr> <td>10</td> <td>.....</td> </tr> </table>	Rated	Consumption	output		% _____	(Litres/hour)	110	100	75	50	Ambient	Out-put	<u>temperature.</u>	<u>KVA</u>	°C		40	30	20	10
Rated	Consumption																													
output																														
% _____	(Litres/hour)																													
110																													
100																													
75																													
50																													
Ambient	Out-put																													
<u>temperature.</u>	<u>KVA</u>																													
°C																														
40																													
30																													
20																													
10																													

ITEM	EQUIPMENT	DETAILS 150KVA
6.	Performance Data (cont'd) Voltage regulation Frequency regulation Time to accept 75% full load from 5°C Time to accept 100% full load from 5°C Time to accept 100% full load from 40°C%%SecondsSecondsSeconds
7.	<u>Physical Details</u> Auxiliary fuel storage tank for 72 hour operational running capacity Size of set Total weight of set Overall dimensions of set Weight of heaviest component Weather proofing Integral belly/base fuel tank for daily service for 10 hour FULL LOAD operation capacityLitres mm long.....mm wide..... mm high.....Kg. mm long.....mm wide..... mm high.....Kg. Litres
8.	<u>Operational Details</u> Description of Operation Sequence of the automatic control Details of drawings, literature, etc., included with tender.	

2A. DEVIATIONS FROM THE SPECIFICATION

The tenderer shall give details of any equipment which does not meet the specification, or any other deviations, omissions, additions or alternatives in respect of the set which he is offering. If none, write none

SECTION D

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.

D/1

SCHEDULE OF UNIT RATES

ITEM	DESCRIPTION	QTY/UNIT	RATE(KSHS)
------	-------------	----------	------------

1.	<u>Cables PVC SWA PVC Cables:-</u> a) 6 mm sq. 4 core b) 4.0 mm sq 4 core c) 10.0 mm sq 4 core d) 25.0 mm sq 4 core e) 35.0 mm sq 4 core	LM LM LM LM LM	
2.			
3.	250A 4-way TPN Distribution Board.	No.	
4.	Blanking Cover for Twin socket outlet points.	No.	
5.	63A TPN Isolator	No.	
6.	100A TPN Isolator	No.	
7.	1500VA UPS	No.	
8.	12 port edge switch POE capabilities	No.	
	9U Wall Mounted cabinet	No.	

SECTION E

BILLS OF QUANTITIES BILLS OF QUANTITIES

A) PRICING OF PRELIMINARIES ITEMS.

Prices will be inserted against item of preliminaries in the sub-contractor's Bills of Quantities and specification. These Bills are designated as Bill No.1 in this Section. Where the sub-contractor fails to insert his price in any item he shall be deemed to have made adequate provision for this on various items in the Bills of Quantities. The preliminaries form part of this contract and together with other Bills of Quantities covers for the costs involved in complying with all the requirements for the proper execution of the whole of the works in the contract.

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

a) Preliminaries – Bill 1

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

b) Installation Items and 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

E/1

B) 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 **Grand Summary**.
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.

PROPOSED CONSTRUCTION OF KHWISERO LEVEL 3 HOSPITAL - KAKAMEGA COUNTY

BILL NO.1: SUB-CONTRACT PRELIMINARIES

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT (Kshs)
1	Discrepancies clause - Sub-contractor shall include all work either shown on the Contract Drawings or detailed in the specification. No claim or extra cost shall be considered for works which has been shown on the drawings or in the specification alone.	1	Item		
2	Payments clause - Payment will be made through certificates to the Main Contractor, unless he specifically agrees to forego this right, in which case direct payment can be made to the Domestic Sub- contractor. All payments will be less retention as specified in the Main Contract. No payment will become due until materials are delivered to site	1	Item		
3	Scope of contract works clause - The sub-contractor shall supply, deliver, unload, hoist, fix, test, commission and hand-over in satisfactory working order the complete installations specified hereinafter and/or as shown on the Contract Drawings attached hereto, including the provision of labour, transport and plant for unloading material and storage, and handling into position and fixing	1	Item		
4	Extent of contractors duties clause - The Sub- contractor shall be responsible for verifying all dimensions relative to his work by actual measurements taken on site. Shall mark accurately on one set of drawings and indicate all alterations and/or modifications carried out to the designed system during the construction period. This information must be made available on site for inspection by the Engineer.	1	Item		
5	Firm price contract clause - No claims will be allowed for increased costs arising from the fluctuations in duties and/or day to day currency fluctuations. The Sub-contractor will be deemed to have allowed in his tender for any increase in the cost of materials which may arise as a result of currency fluctuation during the contract period.	1	Item		

6	Variation clause - Any variation from the contract price in respect of any extra work, alteration or omission requested or sanctioned by the Architect or Engineer shall be agreed and confirmed in writing at the same time such variations are decided and shall not affect the validity of the Contract. Schedule of Unit Rates shall be used to assess the value of such variations. No allowance shall be made for loss of profit on omitted works.	1	Item		
	Sub Total carried to next page				-

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT (Kshs)
	Sub-Total B/F from Previous Page				-
7	Prime cost and provisional sum clause - The work covered by Prime Cost and Provisional Sums may or may not be carried out at the discretion of the Project Manager. The whole or any part of these sums utilized by the Sub-contractor shall be deducted from the value of the Sub-contract price when calculating the final account.	1	Item		
8	Government legislation and regulations clause - Sub- contractor shall allow for providing holidays and transport for work people, and for complying with Legislation, Regulations and Union Agreements. The Subcontractor must also make himself acquainted with current legislation and any Government regulations regarding the movement, housing, security and control of labour, labour camps, passes for transport, etc.	1	Item		
9	Import duty and VAT clause- (Note this clause applies for materials supplied only whether imported or locally manufactured. The tenderer shall make full allowance in his tender for all such taxes	1	Item		
10	Insurance company fees clause - Attention is drawn to the tenderers to allow for all necessary fees, where known, that may be payable in respect of any fees imposed by Insurance Companies or statutory authorities for testing or inspection.	1	Item		
11	Samples and materials generally clause - The Sub- contractor shall, when required, provide for approval at no extra cost, samples of all materials to be incorporated in the works. Such samples, when approved, shall be retained by the Engineer and shall form the standard for all such materials incorporated.	1	Item		

12	<p>Bills of quantities clause - All the Quantities are based on the Contract Drawings and are provisional and they shall not be held to gauge or to limit the amount or description of the work to be executed by the Sub- contractor but the value thereof shall be deducted from the Sub-contract Sum and the value of the work ordered by the Engineer and executed there under shall be measured and valued by the Engineer in accordance with the contract. All work liable to adjustment under this Sub-contract shall be left uncovered for a reasonable time to allow measurements needed for such adjustment to be taken by the Quantity Surveyor or Engineer. Immediately the work is ready for measuring the Sub- contractor shall give notice to the Quantity Surveyor or Engineer to carry out measurements before covering up. If the Sub-contractor shall make default in these respects he shall, if the Architect so directs, uncover the work to enable the necessary measurements to be taken and afterwards reinstate at his own expense.</p>	1	Item		
Sub Total carried to next page					

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT (Kshs)
	Sub-Total B/F from Previous Page				
13	<p>Contractors office in Kenya clause - It shall be the Sub- contractor's responsibility to procure work permits, entry permits, licences, registration, etc., in respect of all expatriate staff. The Sub-contractor shall prepare a substantial proportion of his Working Drawings at his office in Kenya. No reasons for delays in the preparation or submission for approval or otherwise of such drawings or proposals will be accepted on the grounds that the Sub-contractor's Head Office is remote from his office in Nairobi or the site of the Sub- contract Works or otherwise.</p>	1	Item		
14	<p>Builders work clause - All chasing, cutting away and making good will be done by the Main Contractor but the Sub-contractor shall mark out in advance and shall be responsible for accuracy of the size and position of all holes and chases required.</p>	1	Item		
15	<p>Setting to work and regulating system clause- No testing or commissioning shall be undertaken except in the presence of and to the satisfaction of the Engineer unless otherwise stated by him (Sub-contractor's own preliminary and proving tests excepted). It will be deemed that the Subcontractor has included in the Sub-contract Sum for the costs of all fuel, power, water and the like, for testing and commissioning as required.</p>	1	Item		

16	Identification of plant components clause - Sub-contractor shall supply and fix identification labels to all plant, starters, switches and items of control equipment etc with white traffolyte or equal labels engraved in red lettering denoting its name, function and section controlled.	1	Item		
17	Working drawings clause - Sub-contractor shall prepare such Working Drawings as may be necessary. The Working Drawings shall be complete in such detail not only that the Sub-contract Works can be executed on site but also that the Engineer can approve the Sub-contractor's proposals, detailed designs and intentions in the execution of the Sub-contract Works.	1	Item		
18	Records Drawings (As Installed) and instructions clause - Record Drawings, will be subject to the approval of the Engineer, include approved Working Drawings adjusted as necessary and certified by the Sub-contractor as a correct record of the installation of the Sub-contract Works.	1	Item		
Sub Total carried to next page					

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT (Kshs)
19	Sub-Total B/F from Previous Page Maintenance Manual clause - Upon Practical Completion of the Subcontract Works, the Sub- contractor shall furnish the Engineer four copies of a Maintenance Manual relating to the installation forming part of all of the Sub-contract Works.	1	Item		
20	Hand over clause - The Sub-contract Works shall be considered complete and the Maintenance and Defects Liability Period shall commence only when the Sub-contract Works and supporting services have been tested, commissioned and operated to the satisfaction of the Engineer and officially approved and accepted by the Employer, provided always that the handing over of the Sub-contract Works shall be coincident with the handing over of the Main Contract Works.	1	Item		

21	Testing and inspection - manufactured plant clause - The Engineer reserves the right to inspect and test or witness of all manufactured plant equipment and materials. The right of the Engineer relating to the inspection, examination and testing of plant during manufacture. Subcontractor shall give two weeks' notice to the Engineer of his intention to carry out any inspection or tests and the Engineer or his representative shall be entitled to witness such tests and inspections	1	Item		
22	Initial Maintenance Clause - The sub-contractor shall make routine maintenance once a month during the liability for the Defects Period and shall carry out all necessary adjustments and repairs, cleaning and oiling of moving parts. A monthly report of the inspection and any works done upon the installation shall be supplied to the Engineer. Shall allow in the sub-contract Sum of the initial maintenance, inspection and break-down service	1	Item		
23	Local and other authorities notice clause - The contractor shall comply with and give all notices required by any Regulations, Act or by Law of any Local Authority or of any Public Service, Company or Authority who have any jurisdiction with regard to the works or with those systems the same are or will be connected and he shall pay and indemnify the Government against any fees or charges legally demandable under any regulation or by-law in respect of the works; provided that the said fees and charges if not expressly included in the contract sum or stated by way of provisional sum shall be added to the contract sum.	1	Item		
24	Temporary Works clause - The contractor shall include for the cost of and make necessary arrangements with the Project Manager for such temporary works.	1	Item		
Sub Total carried to next page					

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT (Kshs)
	Sub-Total B/F from Previous Page				
25	Patent Rights clause - The contractor shall fully indemnify the Government of Kenya; against any action, claim or proceeding relating to infringement of any patent or design rights, and pay any royalties which may be payable in respect of any article or any part thereof, which shall have been supplied by the contractor to the Project Manager.	1	Item		

26	Mobilization and Demobilization clause - No claim will be entertained where the contractor has not made any provision for mobilization and demobilization of labour, plant and equipment in the preliminary bills of quantities.	1	Item		
27	Supervision by Engineer and site meetings clause - A competent Project Engineer appointed by the Chief Engineer as his representative shall supervise the Contract works. The Project Engineer shall be responsible for issuing all the site instructions in any variations to the works and these shall be delivered through the Contractor with the authority of the Project Manager. Any instructions given verbal shall be confirmed in writing. The Sub Contractor shall in his tender allow for the provision of management meetings and site inspections, as instructed by the Engineer, and also profit and attendance on these funds. The funds shall be expended according to Project Manager's instructions to the Contractor.	1	Item	300,000	300,000
28	Allow for Taxes, Profit and Attendance for the above Item	1	Item		
29	Contract obligation and employers obligation clause - No claims will be entertained for pre-financing of the project by the sub-contractor, or for loss of profit (expectation loss) in case of premature termination, reduction or increase of works as the sub-contractor shall be deemed to have taken adequate measures in programming his works and expenditure and taken necessary financial precaution while executing the works.	1	Item		
30	Any other preliminaries				
TOTAL CARRIED TO SUMMARY PAGE					

BILL No. 2: ELECTRICAL INSTALLATION WORKS

Schedule No. 1: POWER SUPPLY

Item	Description	Qty	Unit	Rate (Ksh)	Amount (Ksh)
	Supply, install, testing&commissioning of the following complete as specified. All cables shall be copper and shall be complete with cable glands, lugs and necessary termination kits. MAIN DB				
1.01	IP65 rated Meter board to accomodate 1No. 3Ph KPLC meter and TP Fuse, fabricated from 16SWG to be semi-recessed in the external wall, to be painted with one coat of primer paint and two coats of finishing paint of an approved colour and quality, complete with appropriate rated TPN enclosed bus bars and meter viewing window in Perspex to be provided in front of the KWH meter as Schneider or approved equivalent.	1	No.		
1.01	6 way TP&N, flush mounted DB A complete with 250A integral isolator as SCHNEIDER ACTI 9 or approved equivalent complete with all accessories but excluding MCBs.	1	No.		
1.02	The following MCBs as Schneider or approved equivalent for item above. i) 63A, TP	3	No.		
	ii) 63A, TP for MECH LOAD DB	1	No.		
	iii) Blanking Plates, TP	2	No.		
	EARTHING				
1.02	Earthing comprising of the following and any other necessary accessories:a) 15 mm x 1800 mm earth rod as FURSE cat. No. RB 105.	1	No.		
	b) 15 mm dia. Driving stud as FURSE cat.No. ST100.	1	No.		
	c) Rod to tape clamp as FURSE.	1	No.		
	d) Concrete inspection pit as FURSE cat. No.PT005. (or a well made 320mm x 320mmx 210 mm depth pit.)	1	No.		
	e) 25X3 mm Copper tape.	10	LM		
	f) 1500mm x 1500mm copper earth mat	1	No.		
1.03	4 x 100mm HG ducts burried in the ground with a 100mm thick concrete surround, for laying KPLC underground service line cables	30	LM		
1.04	Mains power supply comprising of 4 Core 70mm ² PVC/SWA/PVC CU cable laid on cable tray c/w all the necessary accessories from the KPLC meter in the power house to Main DB	50	LM		
1.05	Trenching to a depth of 750mm and width of 450mm, laying, tiling and backfilling.	50	LM		
1.06	Power manhole size 600x600x750mm(deep) internally, consisting of 150 mm solid concrete block walls and bottom in cement mortar (1:4), (600 x 600) mm medium duty cast iron cover and frame to BS 497	1	No.		
	FIREMAN'S SWITCH				

SCHEDULE NO. 2 CONT'D

1.07	Fireman's switch circuit comprising of 3x2.5 mm ² Heat resistant single core PVC copper cables drawn in concealed 20mm HG PVC conduits complete with all fixing materials necessary to the Incomer.	1	No.		
1.08	Firemans switch as MENVIER or approved equivalent.	1	No.		
Total carried forward to the Electrical Works Collection page					

SCHEDULE NO. 2 - GROUND FLOOR

Item	Description	Qty	Unit	Rate (Ksh)	Amount (Ksh)
	Supply, install, test and commission the following:- LIGHTING POINTS				
2.01	Lighting points wired in 1.5 mm ² SC CU cables drawn in concealed 20mm diameter HG P.V.C conduits for:a) one way switching	26	No.		
	b) two way switching	40	No.		
	c) Unswitched	6	No.		
	LIGHTING FITTINGS				
2.02	10Amps, Screwless Ivory switch plates as Schneider Lisse or approved equivalent as a) one gang one way	30	No.		
	b) one gang two way	6	No.		
	c) two gang two way	4	No.		
	d) Intermediate switch	1	No.		
2.03	Lighting Controls				
	a) Multifunction motion sensors for external lighting control	2	No		
	b) 25 Amps. 240V contactor as TELEMECANIQUE or approved equivalent.	2	No		
2.04	Lighting fittings complete with bulbs or tubes as follows:-				
	a) Surface LED 600 x 600 mm panel Light (>3400lux) as PHILLIPS or approved equivalent for offices (Type E)	18	No		
	b) 16W, 2000lm, 1200mm LED batten light fitting complete with prismatic diffuser; 4500K as PHILLIPS or approved equivalent.(Type N)	5	No		
	c) Waterproof LED 1200 mm batten Light, 20W, 2500 Lumens, 6000K, as PHILLIPS or approved equivalent.(Type WP)	7	No.		
	d) Circular Waterproof Surface Light (12W) as PHILLIPS LED or approved equivalent for Washrooms.(Type A)	4	No		
	e) 15W Mirror striplight as thorn or approved equivalent.(Type M)	3	No		
	f) 20W, 2200lm, circular 200mm diameter, 3000K LED surface fitting as Philips LuxSpace or an approved equivalent for common spaces.(Type B)	25	No		
	g) Circular decorative DownLightfor reception area as PHILIPS or approved equivalent (Type d)	4	No.		

	h) Outdoor 50W led LED IP67 solar floodlight with a motion sensor activated, and Lux sensor, automatic and instant-on when motion detected, 50000 hrs, efficacy of >= 100 lm/W c/w Solar Panel and Battery as PHILLIPS or approved equivalent.(Type BL)	10	No		
	i) 1x8Watts, Double sided EXIT emergency lighting luminaire as THORN or approved equivalent.(TYPE EXIT)	6	No.		
2.05	SOCKET OUTLETS AND OTHER POWER POINTS 13 Amps socket outlet points wired ring comprising of 3x2.5 mm sq. single core PVC copper cables drawn in concealed 25mm HG PVC conduits and power coated metal Trunking.	45	No.		
2.06	13 Amps. Moulded plate switched socket outlet with neon indicator as CLIPSAL or approved equivalent a) Single.	3	No.		
SUB TOTAL C/F TO THE NEXT PAGE					

Item	Description	Qty	Unit	Rate (Ksh)	Amount (Ksh)
	Sub Total B/F From PREVIOUS PAGE				
	b) Twin.	32	No.		
	c) Waterproof	8	No.		
2.07	PREFABRICATED Powder coated metal clad, Bedhead unit comprising of 2 No. 600mm, 18 Watts LED light fittings (Reading and night light),1 No. 2 gang 1 way switch, 2 No. 13Amps 240V Twin socket outlet and provisions for 1 No. RJ45 data outlet and Patient Nurse-call call/reset switch	2	No.		
2.08	Data/Telephone outlets points comprising of 20mm2 HG PVC conduits and complete with a draw wire.	20	No		
2.09	CCTV & Access Control points comprising of 20mm2 HG PVC conduits concealed and complete with a draw wire.	8	No		
2.10	TV Outlet points wired with 75 Ohms coaxial cable drawn in existing concealed 20mm2 PVC HD conduit from housing unit to amplifier in ceiling space via Telephone/television draw boxes.	2	No		
2.11	Flat TV/coax single Ivory socket plate as MK or approved equivalent.	2	No		
	CABLE TRUNKING				
2.12	150mm x 50mm deep two compartment metal trunking constructed from heavy gauge powder coated steel, and shall be complete with all accessories for coupling and earthing for power cables. The trunking shall be angular section and bends shall be factory cut. Allow for colour change to Architect's detail.	150	Lm		
	i) Twin Outlet Plate	40	No.		

SCHEDULE NO. 2 CONT'D

	ii) Dual Data/Telephone Outlet Plate	19	No.		
	iii) Carry out bonding throughout the entire length of the trunking and connect to earthing.	1	Item		
	SUB MAINS AND DISTRIBUTION				
2.13	Submain circuits comprising of 4 Core 16 mm ² PVC/SWA/PVC CU cable laid on cable tray c/w all the necessary accessories from From LV Board to Floor DBs	50	Lm		
2.14	Submain circuits comprising of 3 Core 6 mm ² PVC/SWA/PVC CU cable laid on cable tray c/w all the necessary accessories from Floor DB to Lighting CU	50	Lm		
2.15	6-way 125A TPN DB surface mounted complete with 125A integral isolator and lockable cover and all accessories excluding MCBs as Schneider or approved equivalent	1	No.		
2.16	6-way 100A SPN CU surface mounted complete with 100 A integral isolator and lockable cover and all accessories excluding MCBs as Schneider or approved equivalent	1	No.		
SUB TOTAL C/F TO THE NEXT PAGE					

SCHEDULE NO. 2 CONT'D

Item	Description	Qty	Unit	Rate (Ksh)	Amount (Ksh)
	Sub Total B/F From PREVIOUS PAGE				
2.17	Suitably rated AVS for the lighting CU c/w all the necessary accessories from Floor DB to Lighting CU	1	No		
2.18	MCB's as Schneider or approved equivalent for item above				
	(a) 10A, SP	6	No.		
	(b) 32A, SP	6	No.		
	(e) Blanking plates	2	No.		
	MECHANICAL DISTRIBUTION BOARD				
2.19	Submain circuits comprising of 4 Core 35 mm ² PVC/SWA/PVC CU cable laid on cable tray complete with all the necessary accessories from the Main DB to the Mechanical DB	50	LM		
2.20	4-way 125A TPN surface mounted distribution board complete with 125A TPN integral isolator and lockable cover and all accessories excluding MCBs as Schneider for Mech Equipment	1	No		
2.21	The following MCBs as Schneider or approved equivalent for item above. a) 63 Amps TP (Type D)				
	a) 20 Amps SP	2	No		
		3	No		
	b) Blanking Plate, TP	1	No		
2.22	Radial Power Point wired in 5x16mm ² Single Core PVCI CU cable drawn in concealed PVC conduits from DB to isolator c/w all the necessary accessories excluding Isolator Switch for Washer	1	No.		
2.23	Radial Power Point wired in 5x16mm ² Single Core PVCI CU cable drawn in concealed PVC conduits from DB to isolator c/w all the necessary accessories excluding Isolator Switch for Dryer	1	No.		
2.24	63A Surface Mount IP66 4 pole isolator as MEM or approved equivalent for items above	2	No.		
2.25	Radial Power Points wired in 3 x 2.5mm ² SC PVC insulated CU cables drawn in 25 mm Ø HG PVC conduits concealed in building fabric complete with all the necessary accessories excluding 20A Double Pole Switch for Extract fan.	3	No.		
2.26	20 Amps double pole polished chrome switches with neon indicator as Scheider Lisse Deco or approved equivalent for items above.	3	No.		
2.27	Radial Power Points wired in 3 x 2.5mm ² SC PVC insulated CU cables drawn in 25 mm Ø HG PVC conduits concealed in building fabric c/w all the necessary accessories excluding 20A Double Pole Switch for Circulation Pump.	1	No.		

SCHEDULE NO. 2 CONT'D

2.28	20A double pole Outdoor (IP67) switches with neon indicator as Schneider or approved equivalent for items above	0	No.		
SUB TOTAL C/F TO THE NEXT PAGE					

Item	Description	Qty	Unit	Rate (Ksh)	Amount (Ksh)
	Sub Total B/F From PREVIOUS PAGE				
	FIRE DETECTION AND ALARM SYSTEM				
	Supply, deliver, install and commission a complete Fire Detection and Alarm system, Analogue addressable type and in accordance with BS 5839 :2000, P2 and L2				
2.29	Fire alarm points completely wired in wired in 2x1.5mm ² heat resistant screened cables drawn in 20mmØ concealed HG PVC conduits including all accessories but excluding the detector.	35	No.		
2.30	Resettable call point incorporating integral short circuit isolator and reset key as Menvier or Approved Equivalent	4	No.		
2.31	Addressable Electronic Fire Alarm sounder complete with Red Flashing beacon as MENVIER or approved equivalent.	2	No.		
2.32	Addressable optical smoke detector as Menvier or approved equivalent.	28	No.		
2.33	2 Loop Flush mounted, addressable Fire alarm control panel complete with Battery and charger, zone indicator lights, test and reset buttons and supervisory buzzer as Menvier or approved equivalent.	1	No.		
2.34	power point wired radial comprising of 3x2.5 mm sq. Heat resistant single core PVICI copper cables drawn in concealed 20mm HG PVC conduits for item above.	1	No.		

2.35	Any other item to complete the installation	1	Item		
SUB TOTAL C/F TO THE ELECTRICAL WORKS COLLECTION PAGE					

SCHEDULE NO. 3 - FIRST FLOOR

Item	Description	Qty	Unit	Rate (Ksh)	Amount (Ksh)
3.01	Supply, install, test and commission the following:- LIGHTING POINTS				
	Lighting points wired in 1.5 mm ² SC CU cables drawn in concealed 20mm diameter HG P.V.C conduits for:a) one way switching	30	No.		
	b) two way switching	40	No.		
	c) Unswitched	6	No.		
	LIGHTING FITTINGS				
3.02	10Amps, Screwless Ivory switch plates as Schneider Lisse or approved equivalent as a) one gang one way	30	No.		
	b) one gang two way	6	No.		
	c) two gang two way	4	No.		
	d) Intermediate switch	1	No.		

SCHEDULE NO. 2 CONT'D

3.03	Lighting fittings complete with bulbs or tubes as follows:-				
	a) Surface LED 600 x 600 mm panel Light (>3400lux) as PHILLIPS or approved equivalent for offices (Type E)	20	No		
	b) 16W, 2000lm, 1200mm LED batten light fitting complete with prismatic diffuser; 4500K as PHILLIPS or approved equivalent.(Type N)	1	No		
	c) Waterproof LED 1200 mm batten Light, 20W, 2500 Lumens, 6000K, as PHILLIPS or approved equivalent.(Type WP)	7	No.		
	d) Circular Waterproof Surface Light (12W) as PHILLIPS LED or approved equivalent for Washrooms.(Type A)	8	No		
	e) 15W Mirror striplight as thorn or approved equivalent.(Type M)	5	No		
	f) 20W, 2200lm, circular 200mm diameter, 3000K LED surface fitting as Philips LuxSpace or an approved equivalent for common spaces.(Type B)	25	No		
	g) Circular decorative DownLightfor reception area as PHILIPS or approved equivalent (Type d)	4	No.		
	h) 1x8Watts, Double sided EXIT emergency lighting luminaire as THORN or approved equivalent.(TYPE EXIT)	6	No.		
	SOCKET OUTLETS AND OTHER POWER POINTS				
3.04	13 Amps socket outlet points wired ring comprising of 3x2.5 mm sq. single core PVCI copper cables drawn in concealed 25mm HG PVC conduits and power coated metal Trunking.	53	No.		
3.05	13 Amps. Moulded plate switched socket outlet with neon indicator as CLIPSAL or approved equivalent a) Single.	3	No.		
	b) Twin.	30	No.		
	c) Waterproof	8	No.		
3.06	PREFABRICATED Powder coated metal clad, Bedhead unit comprising of 2 No. 600mm, 18 Watts LED light fittings (Reading and night light),1 No. 2 gang 1 way switch, 2 No. 13Amps 240V Twin socket outlet and provisions for 1 No. RJ45 data outlet and Patient Nurse-call call/reset switch	12	No.		
SUB TOTAL C/F TO THE NEXT PAGE					

SCHEDULE NO. 3 CONT'D

Item	Description	Qty	Unit	Rate (Ksh)	Amount (Ksh)
	Sub Total B/F From PREVIOUS PAGE				
3.07	Data/Telephone outlets points comprising of 20mm ² HG PVC conduits and complete with a draw wire.	15	No		
3.08	CCTV & Access Control points comprising of 20mm ² HG PVC conduits concealed and complete with a draw wire.	5	No		
3.09	TV Outlet points wired with 75 Ohms coaxial cable drawn in existing concealed 20mm ² PVC HD conduit from housing unit to amplifier in ceiling space via Telephone/television draw boxes.	5	No		
3.10	Flat TV/coax single Ivory socket plate as MK or approved equivalent.	5	No		
3.11	Radial Power Points wired in 3 x 2.5mm ² SC PVC insulated CU cables drawn in 25 mm Ø HG PVC conduits concealed in building fabric complete with all the necessary accessories excluding 20A Double Pole Switch for Extract fan.	5	No.		
3.12	20 Amps double pole polished chrome switches with neon indicator as Scheider Lisse Deco or approved equivalent for items above.	5	No.		
	CABLE TRUNKING				
3.13	150mm x 50mm deep two compartment metal trunking constructed from heavy gauge powder coated steel, and shall be complete with all accessories for coupling and earthing for power cables. The trunking shall be angular section and bends shall be factory cut. Allow for colour change to Architect's detail.	150	Lm		
	i) Twin Outlet Plate	40	No.		
	ii) Dual Data/Telephone Outlet Plate	19	No.		
	iii) Carry out bonding throughout the entire length of the trunking and connect to earthing.	1	Item		
	SUB MAINS AND DISTRIBUTION				
3.14	Submain circuits comprising of 4 Core 16 mm ² PVC/SWA/PVC CU cable laid on cable tray c/w all the necessary accessories from From LV Board to Floor DBs	60	Lm		
3.15	Submain circuits comprising of 3 Core 6 mm ² PVC/SWA/PVC CU cable laid on cable tray c/w all the necessary accessories from Floor DB to Lighting CU	50	Lm		
3.16	6-way 125A TPN DB surface mounted complete with 125A integral isolator and lockable cover and all accessories excluding MCBs as Schneider or approved equivalent	1	No.		
3.17	6-way 100A SPN CU surface mounted complete with 100 A integral isolator and lockable cover and all accessories excluding MCBs as Schneider or approved equivalent	1	No.		

3.18	Suitably rated AVS for the lighting CU c/w all the necessary accessories from Floor DB to Lighting CU	1	No		
3.19	MCB's as Schneider or approved equivalent for item above				
	(a) 10A, SP	6	No.		
	(b) 32A, SP	6	No.		
	(e) Blanking plates	2	No.		
SUB TOTAL C/F TO THE NEXT PAGE					

SCHEDULE NO. 3 CONT'D

Item	Description	Qty	Unit	Rate (Ksh)	Amount (Ksh)
	Sub Total B/F From PREVIOUS PAGE				
	FIRE DETECTION AND ALARM SYSTEM				
	Supply, deliver, install and commission a complete Fire Detection and Alarm system, Analogue addressable type and in accordance with BS 5839 :2000, P2 and L2				
3.20	Fire alarm points completely wired in wired in 2x1.5mm ² heat resistant screened cables drawn in 20mmØ concealed HG PVC conduits including all accessories but excluding the detector.	29	No.		
3.21	Resettable call point incorporating integral short circuit isolator and reset key as Menvier or Approved Equivalent	4	No.		
3.22	Addressable Electronic Fire Alarm sounder complete with Red Flashing beacon as MENVIER or approved equivalent.	2	No.		
3.23	Addressable optical smoke detector as Menvier or approved equivalent.	23	No.		
3.24	Any other item to complete the installation	1	Item		
	NURSE CALL SYTEM				
3.25	Nurse call system points comprising of wiring in 6 core PVC insulated copper cable drawn in concealed 20mm dia. HG conduits.	46	No.		
3.26	Wall mounted over door lights for Nurse call system.	6	No.		
3.27	Nurse call patient call/reset switch on bedhead unit complte with patient Nurse call cord on bedhead unit as Intercall or approved equivalent	12	No.		
3.28	Nurse call system ceiling pull cord call switch in washroom area as Intercall or approved equivalent	14	No.		
3.29	Nurse call system patient call/ nurse reset switch in washroom area as Intercall or approved equivalent	14	No.		

3.30	250 VAC 50 HZ, flush mounted Nurse call control panel with a minimum of 36 No. patient stations, alarm sounder, lamp test facility for the dome lights and LEDs, continuous supervision of addressable devices to Engineer's approval.	1	No.		
3.31	Allow for training of client staff on the all operations and maintenance of the Nurse call system	1	Item		
SUB TOTAL C/F TO THE ELECTRICAL WORKS COLLECTION PAGE					-

SCHEDULE NO. 4 - SECOND FLOOR

Item	Description	Qty	Unit	Rate (Ksh)	Amount (Ksh)
4.01	Supply, install, test and commission the following:- LIGHTING POINTS Lighting points wired in 1.5 mm ² SC CU cables drawn in concealed 20mm diameter HG P.V.C conduits for:a) one way switching b) two way switching c) Unswitched	36 30 6	No. No. No.		
4.02	LIGHTING FITTINGS 10Amps, Screwless Ivory switch plates as Schneider Lisse or approved equivalent as a) one gang one way b) one gang two way c) two gang two way d) Intermediate switch	30 6 4 1	No. No. No. No.		
4.03	Lighting fittings complete with bulbs or tubes as follows:- a) Surface LED 600 x 600 mm panel Light (>3400lux) as PHILLIPS or approved equivalent for offices (Type E) b) 16W, 2000lm, 1200mm LED batten light fitting complete with prismatic diffuser; 4500K as PHILLIPS or approved equivalent.(Type N) c) Waterproof LED 1200 mm batten Light, 20W, 2500 Lumens, 6000K, as PHILLIPS or approved equivalent.(Type WP) d) Circular Waterproof Surface Light (12W) as PHILLIPS LED or approved equivalent for Washrooms.(Type A) e) 15W Mirror striplight as thorn or approved equivalent.(Type M)	20 1 6 8 5	No. No. No. No. No.		

	f) 20W, 2200lm, circular 200mm diameter, 3000K LED surface fitting as Philips LuxSpace or an approved equivalent for common spaces.(Type B)	15	No		
	g) Circular decorative DownLightfor reception area as PHILIPS or approved equivalent (Type d)	11	No.		
	h) 1x8Watts, Double sided EXIT emergency lighting luminaire as THORN or approved equivalent.(TYPE EXIT)	6	No.		
	SOCKET OUTLETS AND OTHER POWER POINTS				
4.04	13 Amps socket outlet points wired ring comprising of 3x2.5 mm sq. single core PVC copper cables drawn in concealed 25mm HG PVC conduits and power coated metal Trunking.	57	No.		
4.05	13 Amps. Moulded plate switched socket outlet with neon indicator as CLIPSAL or approved equivalent a) Single.	3	No.		
	b) Twin.	36	No.		
4.06	PREFABRICATED Powder coated metal clad, Bedhead unit comprising of 2 No. 600mm, 18 Watts LED light fittings (Reading and night light),1 No. 2 gang 1 way switch, 2 No. 13Amps 240V Twin socket outlet and provisions for 1 No. RJ45 data outlet and Patient Nurse-call call/reset switch	18	No.		
SUB TOTAL C/F TO THE NEXT PAGE					

SCHEDULE NO. 3 CONT'D

Item	Description	Qty	Unit	Rate (Ksh)	Amount (Ksh)
	Sub Total B/F From PREVIOUS PAGE				
4.07	Data/Telephone outlets points comprising of 20mm ² HG PVC conduits and complete with a draw wire.	12	No		
4.08	CCTV & Access Control points comprising of 20mm ² HG PVC conduits concealed and complete with a draw wire.	5	No		
4.09	TV Outlet points wired with 75 Ohms coaxial cable drawn in existing concealed 20mm ² PVC HD conduit from housing unit to amplifier in ceiling space via Telephone/television draw boxes.	6	No		
4.10	Flat TV/coax single Ivory socket plate as MK or approved equivalent.	6	No		
4.11	Radial Power Points wired in 3 x 2.5mm ² SC PVC insulated CU cables drawn in 25 mm Ø HG PVC conduits concealed in building fabric complete with all the necessary accessories excluding 20A Double Pole Switch for Extract fan.	5	No.		
4.12	20 Amps double pole polished chrome switches with neon indicator as Scheider Lisse Deco or approved equivalent for items above.	5	No.		
	CABLE TRUNKING				

4.13	150mm x 50mm deep two compartment metal trunking constructed from heavy gauge powder coated steel, and shall be complete with all accessories for coupling and earthing for power cables. The trunking shall be angular section and bends shall be factory cut. Allow for colour change to Architect's detail.	150	Lm		
	i) Twin Outlet Plate	40	No.		
	ii) Dual Data/Telephone Outlet Plate	19	No.		
	iii) Carry out bonding throughout the entire length of the trunking and connect to earthing.	1	Item		
SUB MAINS AND DISTRIBUTION					
4.14	Submain circuits comprising of 4 Core 16 mm ² PVC/SWA/PVC CU cable laid on cable tray c/w all the necessary accessories from From LV Board to Floor DBs	70	Lm		
4.15	Submain circuits comprising of 3 Core 6 mm ² PVC/SWA/PVC CU cable laid on cable tray c/w all the necessary accessories from Floor DB to Lighting CU	50	Lm		
4.16	6-way 125A TPN DB surface mounted complete with 125A integral isolator and lockable cover and all accessories excluding MCBs as Schneider or approved equivalent	1	No.		
4.17	6-way 100A SPN CU surface mounted complete with 100 A integral isolator and lockable cover and all accessories excluding MCBs as Schneider or approved equivalent	1	No.		
4.18	Suitably rated AVS for the lighting CU c/w all the necessary accessories from Floor DB to Lighting CU	1	No		
4.19	MCB's as Schneider or approved equivalent for item above				
	(a) 10A, SP	6	No.		
	(b) 32A, SP	6	No.		
	(e) Blanking plates	2	No.		
SUB TOTAL C/F TO THE NEXT PAGE					

SCHEDULE NO. 3 CONT'D

Item	Description	Qty	Unit	Rate (Ksh)	Amount (Ksh)
	Sub Total B/F From PREVIOUS PAGE				
	FIRE DETECTION AND ALARM SYSTEM				
	Supply, deliver, install and commission a complete Fire Detection and Alarm system, Analogue addressable type and in accordance with BS 5839 :2000, P2 and L2				
4.20	Fire alarm points completely wired in wired in 2x1.5mm ² heat resistant screened cables drawn in 20mmØ concealed HG PVC conduits including all accessories but excluding the detector.	23	No.		

4.21	Resettable call point incorporating integral short circuit isolator and reset key as Menvier or Approved Equivalent	4	No.		
4.22	Addressable Electronic Fire Alarm sounder complete with Red Flashing beacon as MENVIER or approved equivalent.	2	No.		
4.23	Addressable optical smoke detector as Menvier or approved equivalent.	17	No.		
4.24	Addressable thermal heat detector as Menvier or approved equivalent.	1	No.		
4.25	Any other item to complete the installation	1	Item		
NURSE CALL SYTEM					
4.26	Nurse call system points comprising of wiring in 6 core PVC insulated copper cable drawn in concealed 20mm dia. HG conduits.	52	No.		
4.27	Wall mounted over door lights for Nurse call system.	6	No.		
4.28	Nurse call patient call/reset switch on bedhead unit complte with patient Nurse call cord on bedhead unit as Intercall or approved equivalent	18	No.		
4.29	Nurse call system ceiling pull cord call switch in washroom area as Intercall or approved equivalent	14	No.		
4.30	Nurse call system patient call/ nurse reset switch in washroom area as Intercall or approved equivalent	14	No.		
4.31	Allow for training of client staff on the all operations and maintenance of the Nurse call system	1	Item		
SUB TOTAL C/F TO THE ELECTRICAL WORKS COLLECTION PAGE					

Schedule No.5: ROOF LEVEL

Item	Description	Qty	Unit	Rate (Ksh)	Amount (Ksh)
------	-------------	-----	------	------------	--------------

	Supply, Install, Test and Commission as per BS 7671:2008 the following as described below: ROOF NETWORK				
5.01	25mmx3mm copper tape including copper saddles at 1500mm intervals & bonding to water tanks and other metal work in the roof, all as FURSE	120	LM		
5.02	Copper air terminations (lightning arrestors) inclusive of base clamp and all fixing materials as FURSE	4	No.		
5.03	Downward conductor comprising 25mm x 3 mm thick bare copper tape as FURSE	40	LM		
5.04		4	No.		
	Test clamp as FURSE EARTHING.				
5.05	Earthing comprising of the following and any other necessary accessories:-				
	a) 15 mm x 1800 mm earth rod as FURSE cat. No. RB 105.	4	No.		
	b) 15 mm dia. Driving stud as FURSE cat.No. ST100.	4	No.		
	c) Rod to tape clamp as FURSE.	4	No.		
	d) Concrete inspection pit as FURSE cat. No.PT005. (or a well made 320mm x 320mmx 210 mm depth pit.)	4	No.		
	e) 25x3mm copper tape	20	LM		
	SOLAR PV				
5.06	PhotoVoltaic 575W Solar Panel, Tempered glass with anti-reflection coating ,72 cell, 1,000W/m2, AM1.5, 250c cell temp, monocrystalline and also IEC Certified.Make; Canadian Solar or Equal and approved.	30	No.		
5.07	Hybrid Inverter 15 kW 3Ø , 50Hz, 415V, 98.5% efficiency with Batteryless operation function as Jinko 48V Solar Inverter or Equal and approved	1	No.		
5.08	15KwHr Battery - Lithium Iron Phosphate as Felicity 10kw 300ah 48V or Equal and approved	0	No.		
5.09	DC Surge Arrester class type 2, max 12.5kA discharge current, 500VDc 25ns response time, IP20 protection	1	No.		
5.1	DC Combiner Box with 1000V, 40amps, 3 string, c/w the disconnect switch louvered, powder coated with DIN rail mounts for control circuit and din rail AVS	1	No.		
5.11	Suitably rated manual by-pass switch with clearly labelled NORMAL-OFF-BYPASS positions	1	No.		
5.12	20A TPN Rated Isolator as CRABTREE or Approved Equivalent	1	No.		

5.13	6mm2 SC PVC annealed tin CU UV-resistant halogen free flex DC cable c/w MC4 connectors	100	LM		
SUB TOTAL C/F TO THE NEXT PAGE					

SCHEDULE NO. 4 CONT'D

Item	Description	Qty	Unit	Rate (Ksh)	Amount (Ksh)
	Sub Total B/F From PREVIOUS PAGE				
5.14	10mm2 4-C PVC/SWA/ PVC /Cu armoured cable from the Inverter to the Lighting DB	15	LM		
5.15	Aluminium Frame Support Structure (structure to securely hold the solar panels)	1	Item		
5.16	All accessories required to complete intallation of the above 15kw Hybrid solar systems including but not limited to Bolts and Nuts, MC4, AC Double Pole (63A), DC Double Pole (63A), Din Rail Change Over Switch, Din Rail AVS, Flex Conduit & Trunking, Insulating Tape, Cable Ties etc	1	Item		
5.17	Allow provisional sum of Ksh 100,000 for Electrical Engineers approvals inspection, training visits at workshop/Vendor's Location for the above materials including but not limited to Solar Panels, Hybrid Inverter, Lightning Protection etc and various tests during the contract period.	1	Item		
	SUB MAINS AND DISTRIBUTION				
5.18	Submain circuits comprising of 4 Core 6 mm2 PVC/SWA/PVC CU cable laid on cable tray c/w all the necessary accessories from From Lighting DB to Floor CUs	60	Lm		
5.19	4-way 125A TPN DB surface mounted complete with 125 A integral isolator and lockable cover and all accessories excluding MCBs as Schneider or approved equivalent	1	No.		
5.2	4-way 100A SPN CU surface mounted complete with 100 A integral isolator and lockable cover and all accessories excluding MCBs as Schneider or approved equivalent	1	No.		
5.21	MCB's as Schneider or approved equivalent for item above (a) 10A, SP	18	No.		
5.22	Provisional sum for Solar Energy Training at the SERC for 2No. Public Works Electrical Engineers	1	Item	170,000	170,000

5.23	Profit and Attendance for the above Item at%	1	Item		
TOTAL CARRIED FORWARD TO THE ELECTRICAL WORKS COLLECTION PAGE					

ELECTRICAL WORKS COLLECTION PAGE

Item	Description	Kshs.
A	Schedule No.1: POWER SUPPLY	
B	Schedule No.2: GROUND FLOOR	
C	Schedule No.3: FIRST FLOOR	
D	Schedule No.4: SECOND FLOOR	
E	Schedule No.5: ROOF LEVEL	
TOTAL AMOUNT CARRIED TO SUMMARY PAGE		

BILL 3.0 - STRUCTURED CABLING

Schedule No. 1: GROUND FLOOR

Item	Description	Qty	Unit	Rate (Ksh)	Amount (Ksh)
	Supply, install, test and commission the following ;-				
	HORIZONTAL CABLING				
1.01	RJ45 cat 6A STP single data outlets complete with faceplates and labelling system as Siemons or its equal and approved equivalent	20	No.		
1.02	3m RJ45- RJ45 Cat 6A STP factory terminated patch cord as Siemons for use at workstation areas	20	No.		
1.03	1m, RJ45- RJ45 cat 6A STP factory terminated patch cord as Siemons to be used in cabinet.	20	No.		
1.04	Cat 6A UTP 4-pair screened cable as Siemons pulled between cabinet and work stations.	1000	Lm.		
	CABINETS				
1.05	24U Wall/ground Mounted cabinet with low noise (low dB) fans and power outlet sockets, as described in particular specifications	1	No.		
1.06	24 port RJ45 cat 6A Data patch panel for STP termination as Siemon.	1	No.		
1.07	Cable Manager	1	No.		
	ACTIVE COMPONENTS				
1.08	24 port full PoE+ Core Switch, modular uplink configuration, with Network Advantage software, 4 SFP uplink ports as Cisco Catalyst series or Approved equivalent	1	No		
1.09	240V, 50Hz 1500VA, APC Smart-UPS uninterrupted power supply unit (UPS) with USB and Serial Port or equal and approved equivalent	1	No		
1.1	Wall mounted wireless Access point with POE support, with dual-band radios support up to 450 Mbps per radio to maximize capacity and coverage, Robust security including WPA2, 802.1X with secure authentication, 10/100/1000 Ethernet, with support for 802.3af PoE as CISCO Small Business Cat. No.	2	No		
1.11	550/560 Wireless Access Point or equal and approved equivalent				
	BACKBONE CABLING				
	8 core multimode fibre optic cable	70	Lm		
	SC-SC fibre patch cord Complete with connectors	4	No.		
	24 Port fibre optic patch panel	1	No.		
	SFP fibre modules as CISCO or approved equivalent	10	No.		

SUB TOTAL C/F TO BILL NO.3 COLLECTION PAGE	
--	--

Schedule No. 2: FIRST FLOOR

Item	Description	Qty	Unit	Rate (Ksh)	Amount (Ksh)
	Supply, install, test and commission the following ;-				
	HORIZONTAL CABLING				
2.01	RJ45 cat 6A STP single data outlets complete with faceplates and labelling system as Siemens or its equal and approved equivalent	15	No.		
2.02	3m RJ45- RJ45 Cat 6A STP factory terminated patch cord as Siemens for use at workstation areas	15	No.		
2.03	1m, RJ45- RJ45 cat 6A STP factory terminated patch cord as Siemens to be used in cabinet.	15	No.		
2.04	Cat 6A UTP 4-pair screened cable as Siemens pulled between cabinet and work stations.	750	Lm.		
	CABINETS				
2.05	18U Wall/ground Mounted cabinet with low noise (low dB) fans and power outlet sockets, as described in particular specifications	1	No.		
2.06	24 port RJ45 cat 6A Data patch panel for STP termination as Siemon.	1	No.		
2.07	Cable Manager	1	No.		
	ACTIVE COMPONENTS				
2.08	24 port full PoE+ Core Switch, modular uplink configuration, with Network Advantage software, 2 SFP uplink ports as Cisco Catalyst series or Approved equivalent	1	No		
2.09	240V, 50Hz 1500VA, APC Smart-UPS uninterrupted power supply unit (UPS) with USB and Serial Port or equal and approved equivalent	1	No		
2.1	Wall mounted wireless Access point with POE support, with dual-band radios support up to 450 Mbps per radio to maximize capacity and coverage, Robust security including WPA2, 802.1X with secure authentication, 10/100/1000 Ethernet, with support for 802.3af PoE as CISCO Small Business Cat. No.	2	No		
2.11	550/560 Wireless Access Point or equal and approved equivalent				
	BACKBONE CABLING				
	8 core multimode fibre optic cable	70	Lm		
	SC-SC fibre patch cord Complete with connectors	4	No.		
	24 Port fibre optic patch panel	1	No.		

	SFP fibre modules as CISCO or approved equivalent	10	No.		
	TELEPHONY				
2.12	IP PBX system with the capacity for up to 200 Users, upto 60 concurrent calls and with 100 VoIP trunks installed within a 1U rack mount, Integrated SIP Telephony via Internet Telephony Service Providers, and modular design to allow for future expansion complete with battery set and AC Voltage Stabilizer to serve all auxillary equipment and all necessary accesories for the sytem to function as Yeastar S100 IP PBX or approved equivalent	1	No.		
2.13	Provide telecommunication earth to the PBX	1	No.		
SUB TOTAL C/F TO BILL NO.3 COLLECTION PAGE					

Schedule No. 3: SECOND FLOOR

Item	Description	Qty	Unit	Rate (Ksh)	Amount (Ksh)
	Supply, install, test and commission the following ;-				
	HORIZONTAL CABLING				
3.01	RJ45 cat 6A STP single data outlets complete with faceplates and labelling system as Siemons or its equal and approved equivalent	12	No.		
3.02	3m RJ45- RJ45 Cat 6A STP factory terminated patch cord as Siemons for use at workstation areas	12	No.		
3.03	1m, RJ45- RJ45 cat 6A STP factory terminated patch cord as Siemons to be used in cabinet.	12	No.		
3.04	Cat 6A UTP 4-pair screened cable as Siemons pulled between cabinet and work stations.	600	Lm.		
	CABINETS				
3.05	24U Wall/ground Mounted cabinet with low noise (low dB) fans and power outlet sockets, as described in particular specifications	1	No.		
3.06	24 port RJ45 cat 6A Data patch panel for STP termination as Siemon.	1	No.		
3.07	Cable Manager	1	No.		
	ACTIVE COMPONENTS				
3.08	24 port full PoE+ Core Switch, modular uplink configuration, with Network Advantage software, 4 SFP uplink ports as Cisco Catalyst series or Approved equivalent	1	No		
3.09	240V, 50Hz 1500VA, APC Smart-UPS uninterrupt power supply unit (UPS) with USB and Serial Port or equal and approved equivalent	1	No		

3.1	Wall mounted wireless Access point with POE support, with dual-band radios support up to 450 Mbps per radio to maximize capacity and coverage, Robust security including WPA2, 802.1X with secure authentication, 10/100/1000 Ethernet, with support for 802.3af PoE as CISCO Small Business Cat. No. 550/560 Wireless Access Point or equal and approved equivalent	2	No		
3.11	BACKBONE CABLING				
	8 core multimode fibre optic cable	70	Lm		
	SC-SC fibre patch cord Complete with connectors	4	No.		
	24 Port fibre optic patch panel	1	No.		
	SFP fibre modules as CISCO or approved equivalent	10	No.		
3.12	Allow provisional sum of Ksh 150,000 for Electrical Engineers approvals inspection, training visits at workshop/Vendor's Location for the above materials including but not limited to Structured Cabling, Active Devices, Backbone cabling, Telephony, CCTV & Access Control etc and all necessary tests during the contract period.	1	Item		
3.13	Standard Secretarial IP Enhanced network connectivity with PoE+ as specified in particular specs of this document as Yealink T41S or equal and approved equivalent	25	No.		
SUB TOTAL C/F TO BILL NO.3 COLLECTION PAGE					

Schedule No. 4: SECURITY INSTALLATION WORKS

Item	Description	Qty	Unit	Rate (Ksh)	Amount (Ksh)
	Supply, install, test and commission the following ;-				
	INDOOR INSTALLATION CAMERAS				
4.01	Indoor 4 Megapixel Bullet Camera , as Wisenet QNO-7080R or approved equivalent.	10	No.		
4.02	Indoor 4 Megapixel Dome Camera as Wisenet QND-7080R or approved equivalent.	8	No.		
4.03	Cat 6A STP 4-pair screened cable as Siemons pulled between cabinet and work stations.	900	Lm.		
4.04	24 port full PoE+ Switch, modular uplink configuration, with Network Advantage software as Cisco Catalyst C1000 series or Approved equivalent	1	No		
	CONTROL ROOM/SERVER ROOM				

4.05	32 Channel Input/Output Network Video recorder, c/w Event triggered recording, External Storage Option, Built-in Server for Recording and Playback, Allow simultaneous display of up to 16 Video Channels, Events Configurations e.g Analytics, Sensors and Motion Detection, Remote access functionalities with minimum internal storage capacity of 4 terabyte as Samsung XRN-2010 or equal and approved equivalent	1	No.		
4.06	IP Surveillance Centra Management software for viewing and Recording live video of premises with option for remote recording and Viewing Live and Map monitoring simultaneously, System events log messaging, Alarm Monitoring, Device Management Upto 16 simultaneous videos playback.	1	Lot		
4.07	Minimum Core i7, 12th Gen, 64Bit Desktop Computer for CCTV and Access Control System, 16GB RAM, 1.0TB SSD complete with Windows 11 pro OS and 21" LED Monitor and all necessary softwares and licenses.	1	No		
4.08	Cat 6, 4pair STP terminated in RJ45 as appropriate, drawn in conduit /trunking	100	M.		
4.09	LED panel display 49", 3x HDMI input, Component video input, composite video input, S-video input, VGA input, VGA output and composite video output.	1	No		
4.1	Installation, programming, testing and commissioning	1	Item		
4.11	Allow for any other items required to complete the installation to enable the system to function;- (i) (ii)				
SUB TOTAL C/F TO NEXT PAGE					

Schedule No. 4 CONT'D

Item	Description	Qty	Unit	Rate (Ksh)	Amount (Ksh)
	Sub Total B/F From PREVIOUS PAGE ACCESS CONTROL:				
4.12	Access Control Module complete with Integrated Power Supply and batteries as specified in Particular Specifications as Impro IPS Combo Cluster box or approved equivalent.	2	No.		
4.13	Electric strike complete with door closer	2	No.		

4.14	IP Based Door Fingerprint biometric & card reader as specified in Particular Specifications as Impro Imprint Biometric Reader or approved equivalent.	2	No.		
	i) Door Exit switch	2	No.		
	ii) Override Key switch	2	No.		
	iii) Emergency Break glass	2	No.		
4.15	Proximity Cards with the individual employee's name as specified in Particular Specifications.	20	No.		
4.16	Mylair cable for access control system (approximately 100m). This is provisional length.	200	lm		
4.17	Programming, testing and commissioning.	1	Lot.		
4.18	Any other item required				
	1)				
	2)				
SUB TOTAL C/F TO BILL NO.3 COLLECTION PAGE					

BILL NO.3 COLLECTION PAGE

Item	Description	Kshs.
A	Schedule No.1: GROUND FLOOR	
B	Schedule No.2: FIRST FLOOR	
C	Schedule No.3: SECOND FLOOR	
D	Schedule No.4: SECURITY INSTALLATION WORKS	
TOTAL AMOUNT CARRIED TO SUMMARY PAGE		

BILL NO.4: SCHEDULE 1 - 150KVA GENERATOR SET

ITEM	DESCRIPTION	QTY	UNIT	RATE	KSHS
1.01	Supply, deliver to site, install, test and commission a Prime-Rated 150KVA 3 phase, 415V, 50Hz diesel generating set with a continuous power factor of 0.8 lagging and as fully described in the particular specifications. The generator set is to be complete with a sound attenuated canopy and an integral base/belly daily service fuel tank with a FULL LOAD operational running capacity of not less than 10 hours	1	No.		
1.02	Supply, deliver to site and install a steel exhaust pipe of not less than 14 SWG and of adequate diameter running from the generating set to the outside of the generator house	10	LM		
1.03	Connect the exhaust pipe above in item 1.2 using steel pipes of adequate diameter, and flexible piping off engine exhaust manifold complete with heavy duty silencer	1	Item		
1.04	Complete earthing of generating set to electrical engineer's approval (inclusive of manhole with watertight cover)	1	Item		
1.05	Allow for training of client's staff on the operation and maintenance of the generating set.	1	Item		

1.06	Allow for testing and commissioning with the generator set's belly tank full of fuel (include cost of full tank of fuel)	1	Item		
SUB-TOTAL FOR GENERATING SET C/F TO GENSET COLLECTION PAGE					

BILL NO.4: SCHEDULE 2- AMF CONTROL PANEL

ITEM	DESCRIPTION	QTY	UNIT	RATE	KSHS
2.1	<p>Supply, deliver to site, install, test and commission the following:</p> <p>An electrical control panel complete with suitable-rated incoming and outgoing MCCBs and contactors for automatic change over operation and complete with all other control accessories as fully described the particular specifications</p>	1	No.		
2.2	<p>Suitable rated manual by-pass switch with clearly labeled NORMALOFF-BYPASS positions, and shall such be wired that when the switch is on either OFF or BYPASS position, the generator shall receive no signal to start</p>	1	No.		
2.3	<p>240V AC/12V DC mains power supply trickle battery charger as specified in the specifications. The trickle charger shall charge the battery when the set is on IDLE mode, otherwise when the set is RUNNING, the battery shall be charged by the generator charger. Wiring shall be done such that the two chargers shall not operate at the same time.</p>	2	No.		
2.4	<p>Amoured cables complete with glands and pvc sleeves: (a) 2x70mm sq. 4CORE PVC/SWA/PVC copper cable</p>	100	LM		

	(b) 2.5mm ² , 4 core, PVC/SWA/PVC copper cable	100	LM	
2.5	Interwire the control panel with the Mains L.V board	1	Item	
2.6	Trenching, Tiling and backfilling works associated with the above works	40	LM	
2.7	Power manhole size 600mm x 600mm x 750mm (deep) internally, consisting of 150mm solid concrete block walls and bottom in cement mortar (1:4), (600 x 600) mm medium duty cast iron cover and frame to BS 497	2	No.	
SUB-TOTAL FOR AMF CONTROL PANEL C/F TO GENSET COLLECTION PAGE				

BILL NO 4: SCHEDULE 3- RECOMMENDED SPARE PARTS AND LUBRICATORS

ITEM	DESCRIPTION	QTY	UNIT	RATE	KSHS
	For the supply to the site of the following spare parts and lubricators:				
3.01	Oil Filters	4	No.		
3.02	Air Filters	4	No.		
3.03	Fuel Filters	4	No.		
3.04	Set of Fan belts to suit the set	1	No.		
3.05	10 litres container of sump oil of grade.....*	1	No.		
3.06	2 kilogram grease in a tin of grade.....*	1	No.		
3.07	10 litre plastic container of distilled water	1	No.		
3.08	20 litre of engine oil in a tin of grade.....*	1	No.		
3.1	Any other spare parts recommended by Tenderer **				
	*The tenderer to fill in the Grade quality to be supplied				
	**The tenderer to fill in the details and price of items but the price not to be included in total carried forward to summary page				
SUB-TOTAL FOR SPARE PARTS C/F TO GENSET COLLECTION PAGE					

BILL NO.4: SCHEDULE 4 -TOOLS TO BE SUPPLIED WITH THE SET

ITEM	DESCRIPTION	QTY	UNIT	RATE	KSHS
	For the supply to site of the following tools:				
4.1	Metal tool box with lock and two keys	1		}	
4.2	Set of 8 No. Chrome vanadium ring spanners in sizes to suit the set	1			
4.3	Set of 3 screwdrivers, 75mm, 200mm and 300mm plus one 200mm Philips type	1			
4.4	- ditto -but open ended spanners	1			
4.5	Set of feeler gauges	1			
4.6	Grease gun to suit greasing points	1			
4.7	Oil can, trigger type	1			
4.8	Any other special tools which the tenderer recommends should be purchased as an optional:*	1			
	NOTE* Tenderer should give detail and prices of item 4.8 but the price not to be included in total carried forward.				
SUB-TOTAL FOR TOOLS C/F TO GENSET COLLECTION PAGE					

BILL NO.4: SCHEDULE 5 – AUXILIARY FUEL TANK

Item	DESCRIPTION	Qty	Unit	RATE	KSHS

5.1	Supply, deliver to site and install, to the approval of the project manager, and connect to the daily service base/belly fuel tank, a 3000 Litres capacity auxiliary fuel tank with level indicator. The tank is to be CYLINDRICAL complete with stand and all interconnecting G.I pipe work as specified in this document	0	No		
5.2	Supply, install, test and commission a 240V AC Fuel Pump complete with a suitable rated motor DOL starter, all control accessories and G. I piping	0	Item		
5.3	Supply, install, test and commission a manually operated fuel pump complete with all interconnecting accessories and G. I piping	0	Item		
5.4	Supply and deliver to site generator diesel	0	Ltrs		
SUB-TOTAL FOR AUXILLARY TANK C/F TO GENSET COLLECTION PAGE					

150KVA GENSET COLLECTION PAGE

Item	Description	Amount (Kshs)
------	-------------	---------------

1.00	Sub-Total for Bill No.2: Schedule 1 - Generating Set	
2.00	Sub-Total for Bill No.2: Schedule 2 - AMF Panel	
3.00	Sub-Total for Bill No.2: Schedule 3 - Recommended Spare Parts and Lubricators	
4.00	Sub-Total for Bill No.2: Schedule 4 - Tools to be Supplied with the Set	
5.00	Sub-Total for Bill No.2: Schedule 5 - Auxilliary Fuel Tank	
6.00	Provisional Sum for Construction of Generator Shed as directed by Structural Engineer	
		500,000
GRAND TOTAL C/F TO SUMMARY PAGE		

BILL NO. 5: PROJECT MANAGERS STATIONERY

Item	DESCRIPTION	Qty	Unit	RATE	AMOUNT
	Supply, Install, test and Commission the following				
1.01	Insulation Resistance tester as Fluke 1587 FC Insulation Multimeter	1	No		
1.02	Earth loop impedance tester as Fluke 1662 Multifunction tester	1	No		
1.03	Photocopying papers size A4, 80g/cm ³ white - 500 sheets	10	Rms		
1.04	Rexel momentum X420 cross cut paper shredder	1	No		
1.05	KYOCERA toner cartridge for use in Kyocera TASKalfa series machines as TK-8735K (Black Colour)	1	No		
	Total Carried Forward To The Summary Page				

MAIN SUMMARY PAGE

ITEM	DESCRIPTION	AMOUNT
1.00	Bill No. 1: PRELIMINARIES	
2.00	Bill No. 2: ELECTRICAL INSTALLATION WORKS	
3.00	Bill No. 3: STRUCTURED CABLING WORKS	
4.00	Bill No. 4: GENERATOR SET	
5.00	Bill No. 5: STATIONERY	
6.00	Provisional Sums for upgrade of Kenya Power Service line	
7.00	Allow for Attendance for the above Item at%	1,000,000
8.00	Provisional sum for Public Works Training levy	
9.00	Allow for Attendance for the above Item at%	200,000
10.00	Allow for 4 sets of 'AS INSTALLED DRAWINGS'	
11.00	Contingency Sum	500,000
	TOTAL AMOUNT CARRIED FORWARD TO GRAND SUMMARY	

MECHANICAL INSTALLATIONS

PROPOSEDKHWISERO LEVEL IIIA HOSPITAL -PLUMBING ,DRAINAGE AND FIRE FIGHTING INSTALLATIONS					
Item	Description	Unit	Qty	Rate (Kshs)	Amount (Kshs)
A	SANITARY FITTINGS GROUND, FIRST & SECOND FL Supply, deliver, install and fix the following sanitary fittings including all materials and jointing to supply, waste/soil and overflow pipes.Brand names for products are specified only as an indication of quality. Equal and approved appliances may be supplied. Where trade names are mentioned, the Ref. No. is intended only as a guide to the type and quality of fittings	DOR			
B	Water Closet Ambulant Disabled Water Closet suite Close-coupled rimless WC suite with 'P'-trap in approved colour complete with horizontal outlet to BS 3402 with 6/4 litre valveless ceramic cistern and fittings including siphon, 15mm diameter side inlet ball valve, 20mm diameter side overflow, plastic flush bend, dual flush system, inlet connection, adjacently fixed hand spray (arabian shower),chrome-plated flush button and heavy plastic seat and cover with plastic top fixed hinges 600 x 35mm polyester caoted aluminium grab rails (4No.) The set to be complete with wash hand basin, 6mm thick mirror, toilet roll holder and robe hook. All to be as Twyford Doc.M rimless super pack water closet or equal and approved.	No	3		
C	Squatting water closet suite in vitreous china comprising of water closet pan with top plate and integral foot threads (WC90WH), P/S-trap connector, 6 litres high cistern and fittings and pull chain including siphon, 15mm dia side inlet ball valve, 20mm dia side overflow, plastic flush pipe, inlet connector,adjacently fixed hand spray (arabian shower) and cistern supports. All to be as "Twyfords " or approved equivalent.	No			
	Close-coupled WC suite with 'P'-trap in approved colour complete with horizontal outlet to BS 3402 with 6/4 litre valveless ceramic cistern back to wall pan # MD1145WH,Cistern #MD2342WH,Seat Cover with soft closing mechanism #MD 7851WH and fittings including siphon, 15mm diameter side inlet ball valve, 20mm diameter side overflow, plastic flush bend, dual flush system, inlet connection, adjacently fixed hand-spray (arabian shower),chrome-plated flush button and heavy plastic seat and cover with metal top fixed (stainless steel) hinges. All to be as Twyford Moda Rimfree water closet or equal and approved.	No	9		
			6		
Total c/f to next page					

Item	Description	Unit	Qty	Rate (Kshs)	Amount (Kshs)
	Total b/d from previous page				
A	Toilet roll holder Wall mounted toilet roll holder commercial type approximately 273mm diameter to dispense big rolls.. Toilet roll holder to be as Mediclinic or approved equivalent	No	14		
B	Wall mounted toilet brush holder and brush of approved colour as Ideal Standard or approved equivalent.	No	16		
C	Double chrome robe hooks complete with fixing plates, wall flanges and screws as Jaguar, Kubix Prime or approved equivalent.To be installed in washrooms.	No	16		
	Wash Hand Basins				
D	Oval undercounter wash hand basin size 570 x 425mm with one tap hole (#WB1761WH), 32mm diameter chrome plated chain waste, chain stay hole, with 1No.bri pillar tap 1/2 elbow action, chrome grid waste 11/4" cat no. WF 4341 CP and white plastic bottle trap 11/4" P-trap seal. To be of ideal standard washhand basin or equal and approved.	No	25		
E	Medical Wash Hand Basin Pedestal cat No.vw4910WH, Twyfords "SOLA MEDICAL 500" wash hand basin 500X400 with 1no tap holes and chain stay hole cat. No. SA4255WH, total install bracket pack for 500 basin T1 1960XX complete with 1No.bri pillar tap 1/2 elbow action, chrome grid waste 11/4" cat no. WF 4341 CP and white plastic bottle trap 11/4" P-trap cat. no.WF 8482 xx or approved equivalent.	No	27		
F	15mm diameter x 300mm long flexible connectors complete with integral chrome plated angle valve as BRI or equal and approved.	No	60		
G	Hand Driers Automatic Hand Drier in white colour, operating on an infra-red automatic sensing system with safety cut-out complete with plastic rawl plugs and fixing screws. The hand drier to have a heating capacity of 1.8 kw and to be of size 270 x 64 x 143mm deep as HEATRAE SADIA "Handi Dri" or approved equivalent.	No	10		
	Paper Towel Dispenser				
H	Wall mounted Hand paper towel dispenser as mediclinic ,with stainless steel matte finish.To be installed in consultation rooms.	No	20		
	Total c/f to next page				

Item	Description	Unit	Qty	Rate (Kshs)	Amount (Kshs)
	Total b/d from previous page				
A	Soap Dispenser Soap Dispenser, capacity 1.136 litres complete with plastic rawl plugs, fixing screws, lock and key complete with initial fill of soap gel. The soap dispenser to be as ZALPON'S MARK 7 model, size 125 x 100 x 290mm high or approved equivalent	No	30		
B	Disinfection Sink Hospital sterilization sink in stainless steel, size 600 x 600mm x 450mm deep with two tap holes, stainless steel cantilever brackets(pair) , 2.3 litre undersink glass base dilution trap,front leg supports in stainless steel and unslotted chain waste fitting complete with lever action mixer tap for hot and cold water. All as Twyfords Hospital Sink or approved equivalent.	No	1		
C	Laboratory Sink 602 vulcathene Sink of size 552x231x400 sink with self-draining base,center outlet and to be for mounting on the underside of work surface together with a 3-way pillar elbow operated water faucet,bench mount,swivel neck and with removable nozzle "Vulcathene" 1½" waste, plug, back, nut, butyl rubber gasket, grating, 2.3 litre undersink dilution trap and chain as Cat No.W691.	No	2		
D	Emergency Drencher Shower and eyewash complete with stainless steel shower Bowls, 1 1/4 control valve with lever, stainless steel pull rod,foot pedal with stainless steel chain,280mm diameter shower head with pipe,Soft flow eye-wash heads and instant flip open protection dust cover,250mm aluminium pedestal with 3 mounting holes;pedestal to be brightly epoxy powder coated in yellow.Supply and waste pipe 1 1/4" Metal work chrome-plated. To come with visual and audible alarm.Flows to be min 17l/min for eye wash and 75l/min for shower at 30psi.As "Method model ECB 10020,GIC 10020" or equal and approved.	No	1		
E	Cleaners Sink Heavy duty sink size 455 x 380 x 230mm deep in fireclay complete with hardwood pad on the front edge and fitted bucket aluminium alloy grating and 20mm chrome plated wall mounted with 1No.cobra CP pillar tap 1/2 elbow action cat. no. 101.000.81, chrome plate chain and rubber stopper and heavy gauge 1 1/2" bottle trap and stainless steel legs. All as "Armitage Shanks Birch" or approved equivalent.	No	2		
	Total c/f to next page				

Item	Description	Unit	Qty	Rate (Kshs)	Amount (Kshs)
	Total b/d from previous page				
A	2 Range urinal with 2No urinal bowls 500x350x330 (VC7003WH) and 2 No urinal divisions (VC8051WH) Exposed flush pipe and spreader (SS6072SS) with 9litre auto-cistern in vitreous china, outlet grating (CX8612WH) and bottle trap 1 1/2" chrome (WF8461CP) together with all necessary accessories for proper functioning.The unit to be Twyford Camden or approved equivalent.	No	6		
B	Ditto urinal but with 1 bowl ,2 No urinal divisions (VC8051WH)and 4.5 litre auto-cistern	No	2		
C	Mirrors 6mm thick polished plate glass, silver backed mirror with beveled edges, size 610x497mm plugged and screwed to wall with 4No. Chrome plated chrome capped screws and 5mm thick foam back nest.	No	10		
D	Combined disposal hopper of 1.5mm thick stainless steel 304 to EN 1 4401 and of size 1600x600mm, hopper drainage pipe 110mm dia,outlet,flushpipe connectors, waste, satin polish,top inlet with vitreous china high level 6 litre cistern,complete with valveless fittings and chain pull (CX7630WH), cistern support brackets (SR1300XX),plastic flushpipe (CF6410WH) legs and bearers for sink SR3043XX drain with anti-drip stip FC9684WH legs and bearers for drain SR3052XX chrome plated extended bib tap 1/2" SF5204CP Chrome plated Lever action mixer tap flexible hose and handspray SF7053CP.To be as Twyford or approved equivalent.	No	2		
E	Concealed shower fitting consisting of 15mm chrome plated riser pipe to connect the water to a shower arm with wall flange. 390mm length. 1/2" BSP male iron shower head connection. 1/2" BSP male iron connection end 1/2" BSP female iron connection end, to a Liana round shower head, anti lime nipples, classic jet. 200mm diameter.Flow restricted to 9ltrs/min. and other necessary fittings and accessories.. All to be as cobra or equal and approved.	No	5		
F	Instantaneous shower heater 110v and a maximum power rating of 3.5kw,with arm tube,3-power settings selector and connected via 40Amp breaker.The unit to be as Lorenzetti or approved equivalent.	No	4		
	Total c/f to next page				

Item	Description	Unit	Qty	Rate (Kshs)	Amount (Kshs)
	Total b/d from previous page				

A	Twyford's semi-recessed built in soap tray in vitreous china size: 305 x 150mm	No	4		
B	Bath towel rail 610 x 73mm and all fixing accessories to be as Duravit toilet accessory #009942 or approved equivalent	No	4		
C	Chrome plated bathroom shelf as Ideal Standard or approved equivalent.	No	4		
Dhobi Sink					
D	Heavy Duty stainless steel dhobi sink of size 675 x 485 x 300 mm deep in 16 SWG as manufactured by ASL 131 or equivalent suitable for wall mounting with 1 No 15 mm diameter chrome plated back inlet bib tap as Cobra Ref 107 CP, 40 mm diameter chrome plated bottle trap and chain waste fitting and plug.	No	2		
E	Twyford Scrub-up Trough ,wall mounted with joggle strip brackets,of 1.5mm thick stainless steel 304 to EN 1 4401 and of size 1600x400x427.5 mm with Right hand outlet Cat No. PS9121SS Complete with 1No. wall mounted Lever action mixer tap Cat No. SF1099CP 11/2Chrome plated Waste fitting.To be as Twyford or approved equivalent.	No	1		
Total for Sanitary Fittings carried to Summary Page					

PLUMBING PIPEWORKS					
Item	Description	Unit	Qty	Rate (Kshs)	Amount
	Supply, deliver and install pipes, tubing and fittings as described and shown on the drawings. The pipes shall be PN 25 PPR pipes where exposed to adverse weather condition and all conforming to the current European standards for PPR installations and to the Engineers approval, pipe jointing shall be by polyfusion or use of electric coupling. Rates must allow for all Metal/plastic threaded adaptors where required for the connection of sanitary fixtures, valves, sockets, sliding and fixed joints, support raceways, isolating sheaths, elastic materials, expansion arms and bends, crossovers, couplings, clippings, connectors, joints etc. as required in the running lengths of pipework and also where necessary, for pipe fixing clips, holder bats plugged and screwed for the proper and satisfactory functioning of the system. The pipes will be pressure tested before the plastering of wall commences and as per the manufacturers recommended testing pressures.				
	25mm diameter pipe				
A	32mm ditto	Lm	320		
B	40mm ditto	Lm	200		
C	50mm ditto	Lm	120		
D	63mm ditto	Lm	112		
E	Bends	Lm	100		
	25mm ditto				
F	32mm ditto	No	70		
G	40mm ditto	No	56		
H	50mm ditto	No	32		
I	63mm ditto	No	20		
J	Tees	No	16		
	63mm diameter equal tee				
K	40mm diameter equal tee	No	6		
L	32mm diameter equal tee	No	15		
M	25mm diameter equal tee	No	16		
N	Reducers	No	20		
	63 x 50mm diameter reducer				
O	63 x 40mm diameter reducer	No	6		
P	50 x 40mm diameter reducer	No	8		
Q	40 x 32mm diameter reducer	No	8		
R	32 x 25mm diameter reducer	No	12		
S	Male/Female Threaded Brass Adapters	No	15		
T	20mm threaded brass coupling	No	72		
	Unions				
U	25mm diameter union	No	30		
V	32mm ditto	No	20		
W	40mm ditto	No	12		
X	50mm ditto	No	10		
Y	63mm ditto	No	12		

Total Carried to Next Page	
-----------------------------------	--

Item	Description	Unit	Qty	Rate (Kshs)	Amount
	Total carried forward from previous page				
	Male/Female Threaded Brass Adapters				
	Gate Valves				
A	25mm diameter screwed- in bonnet, full way non-rising stem, solid wedge disk, bronze gate valve to BS 5154 PN 20 for series 'B' ratings with wheel head and transition fitting for jointing to GMS pipework.	No	12		
B	32mm ditto	No	6		
C	40mm ditto	No	10		
D	50mm ditto	No	8		
E	63mm ditto	No	10		
F	Allow for excavation for the pipework at tee and valve points to connect with existing pipework.	Lm	120		
	Indicator Plates				
G	Standard precast concrete Sluice valve marker post marked 'SV' set in concrete (1:3:6) base, including formwork, excavations backfilling and disposal. The plate to be painted with blue gloss oil paint.	No	1		
	Total for internal plumbing carried forward to Summary page				

Item	Description	Unit	Qty	Rate (Kshs)	Amount (Kshs)
	<u>INTERNAL FOUL WATER DRAINAGE</u>				
	Supply, deliver and install the following UPVC, MUPVC, soil and waste systems respectively to B.S 5255 with fittings fixed to Manufactures Printed instructions and manufactured by reputable manufacturers. Tenderers must allow in their pipework prices for all the couplings, clippings, connectors, joints etc. as required in the running lengths of pipework and also where necessary, for pipe fixing clips, holder bats plugged and screwed for the proper and satisfactory functioning of the system.				
	MuPVC and uPVC Waste and Soil pipework				
A	150mm diameter heavy gauge or class 41 golden brown UPVC pipe	Lm	120		
B	100mm diameter heavy gauge golden brown UPVC pipe	Lm	200		
C	100mm diameter heavy gauge grey mUPVC pipe	Lm	65		
D	50mm diameter waste pipe	Lm	100		
E	40mm diameter waste pipe	Lm	74		
F	32mm diameter waste pipe	Lm	60		
	Bends				
G	100mm diameter bend with access	No	30		
H	100mm diameter long radius bend	No	30		
I	100mm diameter sweep bend	No	25		
J	50mm diameter sweep bend	No	30		
K	40mm diameter sweep bend	No	20		
	Tees				
L	50mm diameter sweep tee	No	16		
M	40mm diameter sweep tee	No	18		
	Access Caps				
N	50mm diameter access cap	No	4		
O	32mm diameter access cap	No	50		
P	100mm diameter WC connector	No	15		
	Vulcathene Pipes				
Q	38mm internal diameter vulcathene pipe	Lm	20		
	Vulcathene Floor Traps				
R	100x50mm diameter acid resistant floor trap	No	2		
Total Carried to Next Page					

Item	Description	Unit	Qty	Rate (Kshs)	Amount
Total carried forward from previous page					
Traps					
A	100 x 50mm diameter floor drain and stainless steel grating	No	24		
B	Standard 300 x 300 x 450mm masonry gully trap complete with 125mm thick reinforced concrete cover.	No	14		
Weathering Slates and Vent Cows					
C	100mm diameter weathering slate and apron.	No	11		
D	100mm diameter vent cowl	No	11		
E	Man-hole or inspection chamber size 600 x 450 mm by approximately 750mm deep using 200mm thick base (concrete class N15) with 250mm thick benching including forming drain channels, and 200mm thick solid concrete block walling, including 15mm internal plaster and top slab/screed, including pit digging, backfilling, carting away surplus and making good.	No	18		
<u>Sterilization of Internal Plumbing System</u>					
F	Allow for flushing out and sterilizing the whole system with chlorine to the satisfaction of the Project Engineer.	Item	1		
Total carried to Summary Page					

FIRE FIGHTING EQUIPMENT					
Item	Description	Unit	Qty	Rate (Kshs)	Amount (Kshs)
	PORTABLE FIRE EXTINGUISHERS				
	Supply, deliver, install, test and commission the following portable fire extinguishers and conforming to BS EN 3 / BS 1449.				
A	Water/Carbon Dioxide Gas Fire Extinguisher 9 litres water/carbon dioxide gas portable fire extinguisher complete with pressure gauge, initial charge and mounting brackets.	No	6		
B	Carbon Dioxide Gas Fire Extinguisher 5kg carbon dioxide gas portable fire extinguisher complete with pressure gauge, initial charge and mounting brackets.	No	6		
C	Dry Chemical Powder Fire Extinguisher 9kg dry chemical powder portable fire extinguisher complete with pressure gauge, initial charge and mounting brackets.	No	6		
D	Fire blanket. The fire blanket shall be made from cloth woven with preasbestos 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	No	6		
E	Manual Alarm Bell 9" (225mm) manual operated alarm bell (Gong)	No	6		
F	Fire Notices Allow for fire signage for the hose reel system, fire exits and fire instructions as as described in the particular specifications and to the Project Engineer's approval.	No	6		
	Testing and commissioning	No	6		
G	Test and commission the entire Plumbing, Drainage and Fire Fighting installation to the satisfaction of the engineer				
	As installed drawings	Item	1		
H	Allow for as installed drawings in hard copy plotted on A1 paper; 3 copies and soft copy (CD-ROM and 8 Gb Flash disk), for the Plumbing & Drainage Installations	Set	1		
Total for Fire Fighting Carried Forward to Next Page					

FIRE FIGHTING EQUIPMENT					
Item	Description	Unit	Qty	Rate (Kshs)	Amount (KShs)

<p>Total carried forward from previous page HOSEREEL SYSTEM Supply, deliver and install the following hose reel system in positions indicated on the contract drawings or as shall be instructed by the Engineer.</p> <p>Hose Reel A 20mm diameter 30m long swimming type fire hose reel complete with delivery valve, mild steel feed pipe, isolation valve guide and all other accessories as “ANGUS FIRE ARMOUR” or equal and approved.</p> <p>Hose Reel Pump B Fully automatic package unit water pressure booster pumpset capable of delivering 1.6 litres/sec against a static pressure head of 20M. The pumpset shall comprise 2No. pumps (one duty, one standby), mountings, control gear, pressure switch and pneumatic vessel, all on a common frame. Control shall be effected via a pressure switch through a prewired control panel, which shall give automatic changeover from duty to standby after every cycle of operation. The controls shall also include motor undervoltage/over voltage protection devices and incorporate a float switch for protection against dry running. The pumpset shall be pre-assembled complete with pipework, and fittings(unions, water strainers, isolation valves, non-return valves, etec)ready for connection to water tank outlet and to the hose-reel supply pipework. The pumpset shall be as 'Pullen Firepak' as manufactured by pullen pumps ltd or equal and approved.</p> <p>Control Panel C Control panel for the above pumps with contactors, over voltage and under voltage protection relays, start/stop push buttons and indicators lights. All this shall be housed in a lockable cabinet(with integral isolator) made from SWG 18 mild steel sheet that is oven powder coated.<i>The pump and its controls to be mounted on concrete plinth inside a pump house erected by others to SE's details.</i></p>		No.	6		
		Set	1		
		No	1		
Sub-total carried forward to next page					

Item	Description	Unit	Qty	Rate (Kshs)	Amount (Kshs)
Sub-total carried down from previous page					
GMS pipe					
A	50mm diameter gms pipe class “B”	Lm	75		
B	25mm diameter gms pipe class “B”	Lm	15		
C	20mm diameter gms pipe class “B”	Lm	10		
EXTRA OVERS					

D	50mm Bends	No.	10		
E	25mm Bends	No.	18		
F	50mm equal tee	No.	6		
G	50mm x 25mm Reducer	No.	6		
H	25mm x 20mm Reducer	No.	6		
I	50mm gate valve sa peggler or approved equivalent	No.	8		
J	25mm -ditto-	No.	6		
K	50mm non-return valve	No.	2		
L	Air Release Valve 25mm	No	2		
Roof Water Tank					
M	Supply, deliver and Assemble a water tanks, made of pressed galvanized steel sectional tank plates 6mm thick plates and of size 1000mm x 1000mm capacity of tank to be 12,000 litres (3170Gallons) and of preferred dimensions 3000mm x 2000mm x 2000mm. The tank to come complete with tank cover, mosquito proof inspection vent, internal stays, jointing material, bolts and nuts including applying two coats of non-toxic bituminous paint on the inside and two coats of aluminum paint on the outside. <i>Plantform for tank erected by other's on the roof to SE's details.</i> The tank shall be complete with the following pipe connections:- 32 mm diameter inlet 50 mm diameter outlet 40 mm diameter over flow 50 mm diameter wash out	No	1		
Sub-total carried forward to the Mech Works Summary page					

Item	Description	Unit	Qty	Rate (Kshs)	Amount (Kshs)
	RAINWATER HARVESTING				
	Supply, deliver and install the following UPVC, MUPVC fittings to Manufactures Printed instructions and manufactured by reputable manufacturers.Tenderers must allow in their pipework/gutter prices for all the couplings, clippings, connectors, joints etc. as required in the running lengths of pipework and also where necessary, for pipe fixing clips, holder bats plugged and screwed for the proper and satisfactory functioning of the system. MuPVC and uPVC pipework <i>Gutters and gutter accessories provided for in the builders works bills</i>				

A	65mm diameter heavy gauge grey UPVC down pipe	Lm	60	
B	Down pipe shoe outlet at the base of the pipe.A supporting pipe clip should be used on shoes.	No.	12	
C	90 degree bend 100mm diameter	No.	12	
D	100mm equal tee	No	12	
Water Storage Tank				
E	Vertical close end plastic moulded tank of capacity 10,000 litres (2200 gallons) and diameter 2400 x 2800mm high. The tank to be assembled complete with cover and having screwed connections for inlet, outlet, overflow, medium pressure ball valve, drain pipes and any other necessary item for its proper functioning.Rate to include stand pipe and bib tapThe tank shall be mounted on a platform and shall be as ROTO Model or approved equivalent.	No.	2	
F	Supply and install 32mm diameter HDPE PN 25 water pipe, for supply of water to the storage tank.Rate to allow for associated Tees,unions or any other requisite accessories.Exact length to be determined on site	Lm	25	
G	Allow for excavation to lay plumbing pipes to deliver water to storage tank installed by others, backfill and ram	Lm	15	
H	Allow a sum of 400,000 for training of SDPW-Mechanical (BS) Directorate staff	Item	1	
I	Booster Pump An automatic electrically driven booster pump set (one duty and one standby), capable of delivering at least 4m ³ per hour against a head of 25 meters with a single phase power source. It includes pressure switches, time delay switch, a switch to protect against dry run, timer, gate valves and nonreturn valves. The pump to be as Grundfos model CH 4-40 or approved equivalent. Pump to be installed on mild steel platform.	No	1	
Total for Rain Water HarvestingCarried Forward to Summary Page				

SUMMARY PAGE		
Ite m	Description	Amount (Kshs)

1	Total for sanitary fittings carried forward from page G-8	
2	Total for internal plumbing carried forward from page G-10	
3	Total for internal drainage carried forward from page G-12	
4	Total for Fire Fighting Equipment and Roof Tank c/f from page G-15	
5	Total for Rainwater Harvesting carried forward from page G-16	
6	Allow 10% of total cost for contingency	
	Total for Sanitary fittings, Internal Plumbing, Drainage and Fire Fighting Works c/f to General Summary Page	

SCHEDULE OF UNIT RATES			
Item	Description	Unit	Amount (Kshs)
1	20mm cpvc pipe	No	
2	25mm cpvc pipe	No	
3	32mm cpvc pipe	No	
4	40mm cpvc pipe	No	
5	Instantaneous shower heater	No	
6	Undersink water heater	No	
7	Urinal bowl	No	
8	Urinal division	No	
9	Rectangular plastic tank 5000L capacity	No	
10	2.1kw hand drier	No	
11	300L, 2No. Panels thermosyphon solar water heater	No	
12	40mm oxystable ppr pipe	Lm	
13	32mm oxystable ppr pipe	Lm	
14	25mm oxystable ppr pipe	Lm	
15	20mm oxystable ppr pipe	Lm	

PROVISIONAL SUMS

PROPOSED CONSTRUCTION OF LEVEL 3A HOSPITAL IN KHWISERO, KAKAMEGA COUNTY

Item No.	Description	Qty	Unit	Rate KShs	Amount KShs
A	<p><u>SECTION NO. 8 - PROVISIONAL SUMS</u></p> <p><i>The following provisional sums are to be measured on completion and priced in accordance with the rates contained in these bills of quantities or prorata thereto or deducted in whole if not required</i></p> <p>Provide a Sum of Shillings Ten Million only for contingencies to be omitted or expended in whole or in part at the Manager</p>	ITEM			10,000,000.00
	<p><u>SECTION NO. 8</u> Carried to</p> <p><u>PROVISIONAL SUMS</u> Main summary</p>				5,000,000.00

Provisional Sums

PS / 1

Tenderer's Sign.....

GRAND SUMMARY

PROPOSED CONSTRUCTION OF KHWISERO LEVEL 3A HOSPITAL IN KHWISERO, KAKAMEGA COUNTY

GRAND SUMMARY

ITEM	DESCRIPTION	Page No.	FOR TENDERER USE ONLY	FOR OFFICIAL USE ONLY
		PAGE	K.SHS.	K.SHS.
B	PARTICULAR PRELIMINARIES	PP/9		
C	GENERAL PRELIMINARIES	GP/10		
D	BUILDERS WORK - GROUND FLOOR	GF/20		
E	BUILDERS WORK - FIRST FLOOR	FF/15		
F	BUILDERS WORK - SECOND FLOOR	SF/16		
G	BUILDERS WORK - EXTERNAL WORKS	EW/3		
H	ELECTRICAL INSTALLATIONS	ITEM		
J	MECHANICAL INSTALLATIONS	ITEM		
K	CIVIL WORKS	ITEM		
	PROVISIONAL SUMS	PS/1	10,000,000.00	10,000,000.00
GRAND TOTAL CARRIED TO FORM OF TENDER (VAT INCLUSIVE)				

AMOUNT	IN	WORDS	:	KENYA	SHILLINGS
.....					
.....					
.....					
TENDERER'S					NAME
.....					
ADDRESS					
DATE					
TENDERER'S SIGNATURE					
WITNESS'S NAME.....					
ADDRESS					
DATE					
WITNESS SIGNATURE.....					

JOB NO: 11173A

GS/1

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

SECTION VIII - GENERAL CONDITIONS OF CONTRACT (GCC)

[Name of Procuring Entity]

[Name of Contract]

[Architect Name and Address]

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 there after 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.

“test son 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 of or the recipient's communications as stated in the Special Conditions of Contract. However:
 - i) if the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and
 - ii) if the recipient has not stated otherwise when requesting an approval or consent, it may be sent to the 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

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

1.8.2 Each of the Contractor's Documents shall be in the custody and care of the Contractor, unless and until taken over 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.

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

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

1.9 Timely provision of Drawings or Instructions

1.9.1 The Contractor shall give notice to the Architect whenever the Works are likely to be delayed or disrupted if any necessary drawing or instruction is not issued to the Contractor within a particular time, which shall be reasonable. The notice shall include details of the necessary drawing or instruction, details of why and by when it should be issued, and the nature and amount of the delay or disruption likely to be suffered if it is late. 1.9.2 If the Contractor suffers delay and/or incurs Cost as a result of a failure of the Architect to issue the notified drawing or instruction within a time which is reasonable and is specified in the notice with supporting details, the Contractor shall give a further notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

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

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

1.9.4 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 SubClause 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.

2.2 Permits, Licenses or Approvals

- 2.2.1 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.

2.3 Procuring Entity's Personnel

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

- a) co-operate with the Contractor's efforts under Sub-Clause 4.6 [Co-operation], and
- b) take actions 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].

2.4 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 Clause 14 [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.

3.2 Delegation by the Engineer

3.2.1 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].

3.2.2 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.

3.3 Instructions of the Engineer

3.3.1 The Architect may issue to the Contractor (at anytime) 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.

3.3.2 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).

3.4 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.

3.5 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 agreement or 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, befit for such purposes for which the part is intended as are specified in the Contract; and
 - d) prior to the commencement of the Tests on Completion, the Contractor shall submit to the 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.

4.2 Performance Security

- 4.2.1 The Contractor shall obtain (at his cost) a Performance Security for proper performance, in the amount stated in the **Special Conditions of Contract** and denominated in the currency (ies) of the Contract or in a freely convertible currency acceptable to the Procuring Entity. If an amount is not stated in the Special Conditions of Contract, this Sub-Clause shall not apply.
- 4.2.2 The Contractor shall deliver the Performance Security to the Procuring Entity within 30 days after receiving the Notification of Award and shall send a copy to the Engineer. The Performance Security shall be issued by a reputable bank selected by the Contractor and shall be in the form annexed to the Special Conditions, as stipulated by the Procuring Entity in the Special Conditions of Contract, or in another form approved by the Procuring Entity.
- 4.2.3 The Contractor shall ensure that the Performance Security is valid and enforceable until the Contractor has 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.
- 4.2.4 The Procuring Entity shall not make a claim under the Performance Security, except for amounts to which the Procuring Entity is entitled under the Contract.
- 4.2.5 The Procuring Entity shall indemnify and hold the Contractor harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from a claim under the Performance Security to the extent to which the Procuring Entity was not entitled to make the claim.

- 4.2.6 The Procuring Entity shall return the Performance Security to the Contractor within 14 days after receiving a copy of the Taking-Over Certificate.
- 4.2.7 Without limitation to the provisions of the rest of this Sub-Clause, whenever the Architect determines an addition or a reduction to the Contract Price as a result of a change in cost and/ or legislation, or as a result of a Variation, amounting to more than 25 percent of the portion of the Contract Price payable in a specific currency, the Contractor shall at the Architect request promptly increase, or may decrease, as the case may be, the value of the Performance Security in that currency by an equal percentage.

4.3 Contractor's Representative

- 4.3.1 The Contractor shall appoint the Contractor's Representative and shall give him all authority necessary to act on the Contractor's behalf under the Contract. The Contractor's Representative's Name and Address shall be provided in the **Special Conditions of Contract**.
- 4.3.2 Unless the Contractor's Representative **is named in the Contract**, the Contractor shall, prior to the Commencement Date, submit to the Architect for consent the name and particulars of the person the Contractor proposes to appoint as Contractor's Representative. If consent is 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 an other suitable person for such appointment.
- 4.3.3 The Contractor shall not, without the prior consent of the Engineer, revoke the appointment of the Contractor's Representative or appoint a replacement.
- 4.3.4 The whole time of the Contractor's Representative shall be given to directing the Contractor's performance of the Contract. If the Contractor's Representative is to be temporarily absent from the Site during the execution of the Works, a suitable replacement person shall be appointed, subject to the Architect prior consent, and the Architect shall be notified accordingly.
- 4.3.5 The Contractor's Representative shall, on behalf of the Contractor, receive instructions under Sub-Clause 3.3 [Instructions of the Engineer].
- 4.3.6 The Contractor's Representative may delegate any powers, functions and authority to any competent person, and may at any time revoke the delegation. Any delegation or revocation shall not take effect until the Architect has received prior notice signed by the Contractor's Representative, naming the person and specifying the powers, functions and authority being delegated or revoked.
- 4.3.7 The Contractor's Representative shall be fluent in the language for communications defined in Sub-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 interpreter available during all working hours in a number deemed sufficient by the Engineer.

4.4 Sub-contractors

- 4.4.1 The Contractor shall not subcontract the whole of the Works. The contractor may however subcontract the works as provided in Clause 34.2.
- 4.4.2 The Contractor shall be responsible for the acts or defaults of any Subcontractor, his agents or employees, as if 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].

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

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

4.5 Assignment of Benefit of Subcontract

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

4.6 Co-operation

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

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

4.6.2 Any such instruction shall constitute a Variation if and to the extent that it 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.

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

4.7 Setting Out of the Works

4.7.1 The Contractor shall set out the Works in relation to original points, lines and levels of reference specified in the 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.

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

4.7.3 If the Contractor suffers delay and/or incurs Cost from executing work which was necessitated by an 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 this.

4.8 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.

4.9 Quality Assurance

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

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

4.10 Site Data

- 4.10.1 The Procuring Entity shall have made available to the Contractor for his information, prior to the Base Date, all relevant data in the Procuring Entity's possession on sub-surface and hydrological conditions at the Site, including environmental aspects. The Procuring Entity shall similarly make available to the Contractor all such data which come into the Procuring Entity's possession after the Base Date. The Contractor shall be responsible for interpreting all such data.
- 4.10.2 To the extent which was practicable (taking account of cost and time), the Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Tender or Works. To the same extent, the Contractor shall be deemed to have inspected and examined

the Site, its surroundings, the above data and other available information, and to have been satisfied before submitting the Tender as to all relevant matters, including (without limitation):

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

4.11 Sufficiency of the Accepted Contract Amount

- 4.11.1 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 Contractors shall ensure that emissions, surface 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**

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

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

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

4.24 Fossils

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

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

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

5. NOMINATED SUBCONTRACTORS

5.1 Definition of “nominated Sub contractor.”

In this Contract, “nominated Subcontractor” means a Subcontractor: a)

Who is nominated by the Procuring Entity, or

- b) Contractor has nominated as a Subcontractor subject to Sub-Clause 5.2 [Objection to Notification].

5.2 Objection to Nomination

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

- a) there are reasons to believe that the Subcontractor does not have sufficient competence, resources or financial strength;
- b) the nominated Subcontractor does not accept to indemnify the Contractor against and from any negligence or misuse of Goods by the nominated Subcontractor, his agents and employees; or
- c) the nominated Subcontractor does not accept to enter into a subcontract which specifies that, for the subcontracted work (including design, if any), the nominated Subcontractor shall:
 - i) undertake to the Contractor such obligations and liabilities as will enable the Contractor to discharge 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].

5.3 Payments to nominated Subcontractors

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

5.4 Evidence of Payments

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

- (a) Submits this reasonable evidence to the Engineer, or

- (b) i) Satisfies the Architect in writing that the Contractor is reasonably entitled to withhold or refuse to pay these amounts, and
- ii) Submits to the Architect reasonable evidence that the nominated Subcontractor has been notified of the Contractor's entitlement, then the Procuring Entity may (at his sole discretion) pay, directly 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.
- 6.2.2 The Contractor shall inform the Contractor's Personnel about their liability to pay personal income taxes in Kenya in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the Laws of Kenya for the time being in force, and the Contractor shall perform such duties in regard to such deductions there of as may be imposed on him by such Laws.

6.3 Persons in the Service of Procuring Entity

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

6.4 Labor Laws

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

6.5 Working Hours

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.

6.6 Facilities for Staff and Labor

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

6.7 Health and Safety

- 6.7.1 The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor's Personnel. In collaboration with 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.
- 6.7.2 The Contractor shall appoint an accident prevention officer at the Site, responsible for maintaining safety and protection against accidents. This person shall be qualified for this responsibility and shall have the authority to issue instructions and take protective measures to prevent accidents. Throughout the execution of the Works, the Contractor shall provide what ever is required by this person to exercise this responsibility and authority.
- 6.7.3 The Contractor shall send, to the Engineer, details of any accident as soon as practicable after 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.
- 6.7.4 The Contractor shall conduct an awareness programme on HIV and other sexually transmitted diseases via an approved service provider and shall undertake such other measures taken to reduce the risk of the transfer of these diseases between and among the Contractor's Personnel and the local community, to promote early diagnosis and to assist affected individuals.

6.8 Contractor's Superintendence

- 6.8.1 Throughout the execution of the Works, and as long thereafter as is necessary to fulfil the Contractor's obligations, the Contractor shall provide all necessary super intendence to plan, arrange, direct, manage, inspect and test the work.
- 6.8.2 Superintendence shall be given by a sufficient number of persons having adequate knowledge of the language for communications (defined in Sub-Clause 1.4 [Law and Language]) and of the operations to be carried out (including the methods and techniques required, the hazards likely to be encountered and methods of preventing accidents), for the satisfactory and safe execution of the Works.

6.9 Contractor's Personnel

- 6.9.1 The Contractor's Personnel shall be appropriately qualified, skilled and experienced in their respective trades or occupations. The Contractors Key personnel shall be named in the Special Conditions of Contract. The Architect may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative if applicable, who:
- a) Persists in any misconduct or lack of care,
 - b) Carries out duties in competently or negligently,
 - c) fails to conform with any provisions of the Contract,
 - d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment, or
 - e) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution 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 employ mentor retirement, and discipline.

7. PLANT, MATERIALS AND WORKMANSHIP

7.1 Manner of Execution

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

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

7.2 Samples

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

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

Each sample shall be labeled as to origin and intended use in the Works. **7.3**

Inspection

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

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

7.3.2 The Contractor shall give the Procuring Entity's Personnel full opportunity to carry out these activities, including providing access, facilities, permissions and safety equipment. No such activity shall relieve the Contractor from any obligation or responsibility.

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

7.4 Testing

7.2.1 This Sub-Clause shall apply to all tests specified in the Contract.

7.2.2 Except as otherwise specified in the Contract, the Contractor shall provide all apparatus, assistance, documents and other information, electricity, equipment, fuel, consumables, instruments, labor, materials, and suitably qualified and experienced staff, as are necessary to carry out the specified tests efficiently. The Contractor shall agree, with the Engineer, the time and place or the specified testing of any Plant, Materials and other parts of the Works.

- 7.2.3 The Architect may, under Clause 13 [Variations and Adjustments], vary the location or details of specified tests, or instruct the Contractor to carry out additional tests. If these varied or additional tests show that the tested Plant, Materials or workmanship is not in accordance with the Contract, the cost of carrying out this Variation shall be borne by the Contractor, notwithstanding other provisions of the Contract.
- 7.2.4 The Architect shall give the Contractor not less than 24 hours' notice of the Architect intention to attend the tests. If the Architect does not attend at the time and place agreed, the Contractor may proceed with the tests, unless otherwise instructed by the Engineer, and the tests shall then be deemed to have been made in the Architect presence.
- 7.2.5 If the Contractor suffers delay and/ or incurs Cost from complying with these instructions or as a result of a delay for which the Procuring Entity is responsible, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:
- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
 - (b) payment of any such Cost-plus profit, which shall be included in the Contract Price.
- 7.2.6 After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.
- 7.2.7 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.

7.5 Rejection

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

7.6 Remedial Work

- 7.6.1 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.
- 7.6.2 The Contractor shall comply with the instruction within a reasonable time, which shall be the time (if any) specified in the instruction, or immediately if urgency is specified under sub-paragraph (c).
- 7.6.3 If the Contractor fails to comply with the instruction, the Procuring Entity shall be entitled to employ and pay other persons to carry out the work. Except to the extent that the Contractor would have been entitled to payment for the work, the Contractor shall subject to Sub-Clause 2.5 [Procuring Entity's Claims] pay to the Procuring Entity all costs arising from this failure.
- 7.6.4 If the contractor repeatedly delivers defective work, the Procuring Entity may consider termination in accordance with Clause 15.

7.7 Ownership of Plant and Materials

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

- a) When it is 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 are as within the Site are specified in the Contract.

8. COMMENCEMENT, DELAYS AND SUSPENSION

8.1 Commencement of Works

8.1.1 Except as otherwise specified in the Special Conditions of Contract, the Commencement Date shall be the date at which the following precedent condition shall have 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 6.2 [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 4 days after receiving the notice under Sub-Clause 8.1 [Commencement of Works]. The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress or with the Contractor's obligations. Each programme shall include:

- (a) The order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage of design (if any), Contractor's Documents, procurement, manufacture of Plant, delivery to Site, construction, erection and testing,
- (b) each of these stages for work by each nominated Subcontractor (as defined in Clause 5 [Nominated Subcontractors]),

- (c) the sequence and timing of inspections and tests specified in the Contract, and
- (d) a supporting report which includes:
 - i) a general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, and
 - ii) details showing the Contractor's reasonable estimate of the number of each class of Contractor's Personnel and of each type of Contractor's Equipment, required on the Site for each major stage.

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

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

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

8.4 Extension of Time for Completion

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

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

8.4.2 If the Contractor considers itself to be entitled to an extension of the Time for Completion, the Contractor shall give notice to the Architect in accordance with Sub-Clause 20.1 [Contractor's Claims]. When determining each extension of time under Sub-Clause 20.1, the 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**

8.6.1 If, at anytime:

- 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.

8.6.2 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.

8.6.3 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

8.7.1 If the Contractor fails to comply with Sub-Clause 8.2 [Time for Completion], the Contractor shall subject to notice under Sub-Clause 2.5 [Procuring Entity's Claims] pay delay damages to the Procuring Entity for this default. These delay damages shall be the sum stated in the **Special Conditions of Contract**, which shall be 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.

8.7.2 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

8.8.1 The Architect may at anytime 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.

8.8.2 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

8.9.1 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.

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

8.9.3 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 SubClause 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 Contractor 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 there after 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.

10.3 Interference with Tests on Completion

10.3.1 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.

10.3.2 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.

10.3.3 If the Contractor suffers delay and/or incurs Cost as a result of this delay in carrying out the Tests on Completion, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-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.

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

10.4 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 Contractor 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 defector 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 defector 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 defecton 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.
- 11.9.2 The Architect shall issue the Completion Certificate within 30days after the latest of the expiry dates of the Defects Liability Period, or as soon there after 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.
- 11.9.3 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.

12.3 Evaluation

- 12.3.1 Except as otherwise stated in the Contract, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] 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.
- 12.3.2 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.

- 12.3.3 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.
- 12.3.4 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.
- 12.3.5 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.
- 12.3.6 Until such time as an appropriate rate or price is agreed or determined, the Architect shall determine a provisional rate or price for the purposes of Interim Payment Certificates as soon as the concerned work commences.
- 12.3.7 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: $(\text{corrected tender price} - \text{tender price}) / \text{tender price} \times 100$.

12.4 Omissions

Whenever the omission of any work forms 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.

13.1.4 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.

13.2 Variation Order Procedure

13.2.1 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 Architecture 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 Quantities or Schedule of Daywork Prices. If the rates contained in the Bills of Quantities or Dayworks 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 Dayworks 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 underrecovery 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 forth with 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 31.3.

13.3 Value Engineering

13.3.1 The Contractor may, at anytime, 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].

- 13.2.3 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 amount established in item 13.2.3 (c) (i) is more than amount established in item 13.2.3 (c) (ii), it shall result in a price variation to the Procuring Entity.

13.4 Variation Procedure for Value Engineering proposal

- 13.4.1 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.
- 13.4.2 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 waiting a response.
- 13.4.3 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.
- 13.4.4 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.

13.5 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.

13.6 Provisional Sums

- 13.6.1 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, Materials or 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.

13.6.2 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 reach day to the Architect accurate statements induplicate which shall include the following details of the resources used in executing the previous day's work:

- a) The names, occupations and time of Contractor's Personnel,
- b) the identification, type and time of Contractor's Equipment and Temporary Works, and
- c) the quantities and types of Plant and Materials used.

13.7.4 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 a mounts 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

sum of

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:

the

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

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

adjustments for each currency are added to the Contract Price.

- 13.9.4 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.
- 13.9.5 Incases 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.
- 13.9.6 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.
- 13.9.7 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.
- 13.9.8 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:

- a) 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;
- b) 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];
- c) 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 breakdown 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 there part on the progress during this month in accordance with Sub-Clause 4.21 [Progress Reports].
- 14.3.2 The Statement shall include the following items, as applicable, which shall be expressed in the various currencies in which the Contract Price is payable, in the sequence listed:
- a) the estimated contract value of the Works executed and the Contractor's Documents produced up to the end of the month (including Variations but excluding items described in sub-paragraphs (b) to (g) below);
 - b) any amounts to be added and deducted for changes in legislation and changes in cost, in accordance with Sub-Clause 13.7 [Adjustments for Changes in Legislation] and Sub-Clause 13.8 [Adjustments for Changes in Cost];
 - c) any amount to be deducted for retention, calculated by applying the percentage of retention stated in **the Special Conditions of Contract** to the total of the above amounts, until the amount so retained by the Procuring Entity reaches the limit of Retention Money (if any) stated in **the Special Conditions of Contract**;
 - d) any amounts to be added for the advance payment and (if more than one instalment) and to be deducted for its repayments in accordance with Sub-Clause 14.2 [Advance Payment];
 - e) any amounts to be added and deducted for Plant and Materials in accordance with Sub-Clause 14.5 [Plant and Materials intended for the Works];
 - f) any other additions or deductions which may have become due under the Contract otherwise, including those under Clause 20 [Claims, Disputes and Arbitration]; and
 - g) the deduction of amounts certified in all previous Payment Certificates.

14.4 Schedule of Payments

- 14.4.1 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.
- 14.4.2 If the Contract does not include a schedule of payments, the Contractor shall submit non-binding estimates of the payments which he expects to become due during each quarterly period. The first estimate shall be submitted within 42 days after the Commencement Date. Revised estimates shall be submitted at quarterly intervals, until the Taking-Over Certificate has been issued for the Works.

14.5 Plant and Materials intended for the Works

- 14.5.1 If this Sub-Clause applies, Interim Payment Certificates shall include, under sub-paragraph (e) of Sub-Clause 14.3, (i) an amount for Plant and Materials which have been sent to the Site for incorporation in the

Permanent Works, and (ii) a reduction when the contract value of such Plant and Materials is included as part of the Permanent Works under sub-paragraph (a) of Sub-Clause 14.3 [Application for Interim Payment Certificates].

14.5.2 If the lists referred to in sub-paragraphs (b)(i) or (c)(i) below are not included in the Schedules, this SubClause shall not apply.

14.5.3 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.

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

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

14.6 Issue of Interim Payment Certificates

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

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

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

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

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

14.7 Payment

14.7.1 The Procuring Entity shall pay to the Contractor:

- a) The advance payment shall be paid within 60 days after signing of the contract by both parties or within 60 days after receiving the documents in accordance with Sub-Clause 4.2 [Performance Security] and Sub- Clause 14.2 [Advance Payment], which ever is later;
- b) The amount certified in each Interim Payment Certificate within 60 days after the Architect Issues Interim Payment Certificate; and
- c) the amount certified in the Final Payment Certificate within 60 days after the Procuring Entity Issues Interim Payment Certificate; or after determination of any disputed amount shown in the Final Statement in accordance with Sub-Clause 16.2 [Termination by Contractor].

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

14.8 Delayed Payment

14.8.1 If the Contractor does not receive payment in accordance with Sub-Clause 14.7 [Payment], the Contractor shall be entitled to receive financing charges (simple interest) monthly on the amount unpaid during the period of delay. This period shall be deemed to commence on the date for payment specified in Sub-Clause 14.7 [Payment], irrespective (in the case of its sub-paragraph (b) of the date on which any Interim Payment Certificate 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 inter bank offered rate, and shall be paid in such currency.

14.8.3 The Contractor shall be entitled to this payment without formal notice and certification, and without prejudice to any other right or remedy.

14.9 Payment of Retention Money

14.9.1 When the Taking-Over Certificate has been issued for the Works, the first half of the Retention Money shall be certified by the Architect for payment to the Contractor. If a Taking-Over Certificate is issued for a Section or part of the Works, a proportion of the Retention Money shall be certified and paid. This proportion shall 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 Architects 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.
- 14.10.2 The Architect shall then certify in accordance with Sub-Clause 14.6 [Issue of Interim Payment Certificates].

14.11 Application for Final Payment Certificate

- 14.11.1 Within 60 days after receiving the Completion Certificate, the Contractor shall submit, to the Engineer, six copies of a draft final statement with supporting documents showing in detail in a form approved by the Engineer:
- a) The value of all work done in accordance with the Contract, and
 - b) Any further sums which the Contractor considers to be due to him under the 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 out standing balance of this total, in which event the discharge shall be effective on such date.

14.13 Issue of Final Payment Certificate

- 14.13.1 Within 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 in demnification obligations, or the Procuring Entity's liability in any case of fraud, deliberate default or reckless misconduct by the Procuring Entity.

14.15 Currencies of Payment

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

- a) If the Accepted Contract Amount was expressed in Local Currency only:
- i) the proportions or amounts of the Local and Foreign Currencies, and the fixed rates of exchange to be used for calculating the payments, shall be as stated in the Schedule of Payment Currencies, except as otherwise agreed by both Parties;
- ii) payments and deductions under Sub-Clause 13.5 [Provisional Sums] and Sub-Clause 13.7 [Adjustments for Changes in Legislation] shall be made in the applicable currencies and proportions; and
- iii) 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

15.2.1 The Procuring Entity shall be entitled to terminate the Contract if the Contractor breaches the contract based on following circumstances which shall include but not limited to:

- a) fails to comply with Sub-Clause 4.2 [Performance Security] or with a notice under Sub-Clause 15.1 [Notice to Correct],
- b) abandons the Works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the Contract,
- c) without reasonable excuse fails:
 - i) to proceed with the Works in accordance with Clause 8 [Commencement, Delays and Suspension], or ii) to comply with a notice issued under Sub-Clause 7.5 [Rejection] or Sub-Clause 7.6 [Remedial Work], within 30 days after receiving it,
- d) subcontracts the major part or whole of the Works or assigns the Contract without the consent of the Procuring Entity,
- e) becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of 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.

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

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

15.3 Valuation at Date of Termination

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.

15.4 Payment after Termination

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

- a) Proceed in accordance with Sub-Clause 2.5 [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.

15.5 Procuring Entity's Entitlement to Termination for Convenience

The Procuring Entity shall be entitled to terminate the Contract, at any time at the Procuring Entity's convenience, by giving notice of such termination to the Contractor. The termination shall take effect 30 days after the later of the dates on which the Contractor receives this notice or the Procuring Entity returns the Performance Security. The Procuring Entity shall not terminate the Contract under this Sub-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].

15.6 Fraud and Corruption

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

15.7 Corrupt gifts and payments of commission

- 15.7.1 The Contractor shall not;

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

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

16. SUSPENSION AND TERMINATION BY CONTRACTOR

16.1 Contractor's Entitlement to Suspend Work

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

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

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

16.4 Cessation of Work and Removal of Contractor's Equipment

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

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

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

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

17.2 Contractor's Care of the Works

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

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

17.2.3 If any loss or damage happens to the Works, Goods or Contractor's Documents during the period when the 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.

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

17.3 Procuring Entity's Risks

The risks referred to in Sub-Clause 17.4 [Consequences of Procuring Entity's Risks] below, in so far as they directly affect the execution of the Works in Kenya, are: a) War hostilities (whether war be declared or not),

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

17.4 Consequences of Procuring Entity's Risks

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

- 17.4.2 If the Contractor suffers delay and/ or incurs Cost from rectifying this loss or damage, the Contractor shall give a further notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:
- (a) An extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of 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.
- 17.4.3 After receiving this further notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

17.5 Intellectual and Industrial Property Rights

- 17.5.1 In this Sub-Clause, “infringement” shall refer to an infringement (or alleged infringement) of any patent, registered design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works; and “claim” shall refer to a claim (or proceedings pursuing a claim) alleging an infringement.
- 17.5.2 Whenever a Party does not give notice to the other Party of any claim within 30 days of receiving the claim, the first Party shall be deemed to have waived any right to indemnity under this Sub-Clause.
- 17.5.3 The Procuring Entity shall indemnify and hold the Contractor harmless against and from any claim alleging an infringement which is or was:
- a) An 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.
- 17.5.4 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.
- 17.5.5 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.
- 17.5.6 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 rights (without the rights 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

- 17.6.1 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 consequential loss or damage which may be suffered by the other Party in connection with the Contract, other than as specifically provided in Sub-Clause 8.7 [Delay Damages]; Sub-Clause 11.2 [Cost of Remedying Defects]; Sub-Clause 15.4 [Payment after Termination]; Sub-Clause 16.4 [Payment on Termination]; Sub-Clause 17.1 [Indemnities]; Sub-Clause 17.4(b) [Consequences of Procuring Entity's Risks] and Sub-Clause 17.5 [Intellectual and Industrial Property Rights].

17.6.2 The total liability of the Contractor to the Procuring Entity, under or in connection with the Contract other than under Sub-Clause 4.19 [Electricity, Water and Gas], Sub-Clause 4.20 [Procuring Entity's Equipment and Free- Issue Materials], Sub-Clause 17.1 [Indemnities] and Sub-Clause 17.5 [Intellectual and Industrial Property Rights], shall not exceed the sum resulting from the application of a multiplier (less or greater than one) to the Accepted Contract Amount, as stated in **the Special Conditions of Contract**, or (if such multiplier or other sum is not so stated) the Accepted Contract Amount.

17.6.3 This Sub-Clause shall not limit liability in any case of fraud, deliberate default or reckless misconduct by the defaulting Party.

17.7 Use of Procuring Entity's Accommodation/Facilities

17.7.1 The Contractor shall take full responsibility for the care of the Procuring Entity provided accommodation and facilities, if any, as detailed in the Specification, from the respective dates of hand-over to the Contractor until cessation of occupation (where hand-over or cessation of occupation may take place after the date stated in the Taking-Over Certificate for the Works).

17.7.2 If any loss or damage happens to any of the above items while the Contractor is responsible for their care arising from any cause whatsoever other than those for which the Procuring Entity is liable, the Contractor shall, at his own cost, rectify the loss or damage to the satisfaction of the Engineer.

18. INSURANCE

18.1 General Requirements for Insurances

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

18.1.2 Wherever the Contractor is the insuring Party, each insurance shall be effected with insurers and in terms approved by the Procuring Entity. These terms shall be consistent with any terms agreed by both Parties before the date of the Letter of Acceptance. This agreement of terms shall take precedence over the provisions of this Clause.

18.1.3 Wherever the Procuring Entity is the insuring Party, each insurance shall be effected with insurers and in terms acceptable to the Contractor. These terms shall be consistent with any terms agreed by both Parties before the date of the Letter of Acceptance. This agreement of terms shall take precedence over the provisions of this Clause.

18.1.4 If a policy is required to indemnify joint insured, the cover shall apply separately to each insured as though
a separate policy had been issued for each of the joint insured. If a policy indemnifies additional joint insured, namely in addition to the insured specified in this Clause, (i) the Contractor shall act under the policy on behalf of these additional joint insured except that the Procuring Entity shall act for Procuring Entity's Personnel, (ii) additional joint insured shall not be entitled to receive payments directly from the insurer or to have any other direct dealings with the insurer, and (iii) the insuring Party shall require all additional joint insured to comply with the conditions stipulated in the policy.

18.1.5 Each policy insuring against loss or damage shall provide for payments to be made in the currencies required to rectify the loss or damage. Payments received from insurers shall be used for the rectification of the loss or damage.

18.1.6 The relevant insuring Party shall, within the respective periods stated in **the Special Conditions of Contract** (calculated from the Commencement Date), submit to the other Party:

a Evidence that the insurances described in this Clause have been affected, and

- b copies of the policies for the insurances described in Sub-Clause 18.2 [Insurance for Works and Contractor's Equipment] and Sub-Clause 18.3 [Insurance against Injury to Persons and Damage to Property].

- 18.1.7 When each premium is paid, the insuring Party shall submit evidence of payment to the other Party. Whenever evidence or policies are submitted, the insuring Party shall also give notice to the Engineer.
- 18.1.8 Each Party shall comply with the conditions stipulated in each of the insurance policies. The insuring Party shall keep the insurers informed of any relevant changes to the execution of the Works and ensure that insurance is maintained in accordance with this Clause.
- 18.1.9 Neither Party shall make any material alteration to the terms of any insurance without the prior approval of the other Party. If an insurer makes (or 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, and the other Party 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.

18.2 Insurance for Works and Contractor's Equipment

- 18.2.1 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.
- 18.2.2 The insuring Party shall maintain this insurance to provide cover until the date of issue of the Performance Certificate, for loss or damage for which the Contractor is liable arising from a cause occurring prior to the issue of the Taking-Over Certificate, and for loss or damage caused by the Contractor in the course of any other operations (including those under Clause 11 [Defects Liability]).
- 18.2.3 The insuring Party shall insure the Contractor's Equipment for not less than the full replacement value, including delivery to Site. For each item of Contractor's Equipment, the insurance shall be effective while it is being transported to the Site and until it is no longer required as Contractor's Equipment.
- 18.2.4 Unless otherwise stated in the Special Conditions, insurances under this Sub-Clause:
 - a 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].

18.2.5 If, more than one year after the Base Date, the cover described in sub-paragraph (d) above ceases to be available at commercially reasonable terms, the Contractor shall (as insuring Party) give notice to the Procuring Entity, with supporting particulars. The Procuring Entity shall then (i) be entitled subject to Sub-Clause 2.5 [Procuring Entity's Claims] to payment of an amount equivalent to such commercially reasonable terms 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].

18.3 Insurance against Injury to Persons and Damage to Property

18.3.1 The insuring Party shall insure against each Party's liability for any loss, damage, death or bodily injury which may occur to any physical property (except things insured under Sub-Clause 18.2 [Insurance for Works and Contractor's Equipment]) or to any person (except persons insured under Sub-Clause 18.4 [Insurance for Contractor's Personnel]), which may arise out of the Contractor's performance of the Contract and occurring before the issue of the Performance Certificate.

18.3.2 This insurance shall be for a limit per occurrence of not less than the amount stated in **the Special Conditions of Contract**, with no limit on the number of occurrences. If an amount is not stated in the **Special Conditions of Contract**, this Sub-Clause shall not apply.

18.3.3 Unless otherwise stated in the Special Conditions, the insurances specified in this Sub-Clause:

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

18.4 Insurance for Contractor's Personnel

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

19. FORCE MAJEURE

19.1 Definition of Force Majeure

- 19.1.1 In this Clause, "Force Majeure" means an exceptional event or circumstance:
- a Which is beyond a Party's control,
 - b Which such Party could not reasonably have provided against before entering into the Contract,
 - c which, having arisen, such Party could not reasonably have avoided or 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 lock out by persons other than the Contractor's Personnel,
 - d munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as 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

- 19.2.1 If a Party is or will be prevented from performing its substantial obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 14 days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure.
- 19.2.2 The Party shall, having given notice, be excused performance of its obligations for so long as such Force Majeure prevents it from performing them.
- 19.2.3 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.

19.4 Consequences of Force Majeure

- 19.4.1 If the Contractor is prevented from performing his substantial obligations under the Contract by Force Majeure of which notice has been given under Sub-Clause 19.2 [Notice of Force Majeure], and suffers delay

and/ or incurs Cost by reason of such Force Majeure, the Contractor shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

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

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

19.5 Force Majeure Affecting Subcontractor

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

19.6 Optional Termination, Payment and Release

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

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

- a 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.

19.7 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 SubClause 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 an other 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 42days 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.

20.2 Procuring Entity's Claims

- 20.2.1 If the Procuring Entity considers itself to be entitled to any payment under any Clause of these 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.
- 20.2.2 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.
- 20.2.3 The particulars shall specify the Clause or other basis of the claim and shall include substantiation of the amount and/or extension to which the Procuring Entity considers itself to be entitled in connection with the Contract. The Architect shall then proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) the amount (if any) which the Procuring Entity is entitled to be paid by the Contractor, and/ or (ii) the extension (if any) of the Defects Notification Period in accordance with Sub-Clause 11.3 [Extension of Defects Notification Period].
- 20.2.4 This amount may be included as a deduction in the Contract Price and Payment Certificates. The Procuring Entity shall only be entitled to set off against or make any deduction from an amount certified in a Payment Certificate, or to otherwise claim against the Contractor, in accordance with this Sub-Clause.

20.3 Amicable Settlement

Where a notice of a claim has been given, both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, the Party giving a notice of a claim in accordance with Sub-Clause 20.1 above should move to commence 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.

20.4 Matters that may be referred to arbitration

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

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

20.5 Arbitration

- 20.5.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 20.3 shall be finally settled by arbitration.
- 20.5.2 No arbitration proceedings shall be commenced on any claim or dispute where notice of a claim or dispute has not been given by the applying party within ninety days of the occurrence or discovery of the matter or issue giving rise to the dispute.
- 20.5.3 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.
- 20.5.4 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, tests or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any certificate.
- 20.5.5 The Arbitrator shall, without prejudice to the generality of his powers, have powers to open up, review and revise any certificate, opinion, decision, requirement or notice and to determine all matters in dispute which shall be submitted to him in the same manner as if no such certificate, opinion, decision require mentor notice had been given.
- 20.5.6 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.
- 20.5.7 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.
- 20.5.7 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.
- 20.5.8 The terms of there 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

- 20.6.1 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
- 20.6.2 The institution written to first by the aggrieved party shall take precedence over all other institutions.

20.7 Arbitration with Foreign Contractors

20.7.1 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.

20.7.2 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

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

20.9.2 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.

Part A - Contract Data

Conditions	Sub Clause	Data
Procuring Entity's name and address	Heading	Ministry of Health. State Department for Medical Services
Name and Reference No. of the Contract	Heading and 3.1.1	W.P ITEM NO. D108 WE/KKM/2202 JOB NO. 11195A
Engineer's Name and Address	Heading and 3.1.1	The Works Secretary, State Department for Public Works of P.O .Box 3074300100 Nairobi
Contractor's Representative Name	4.3.1	To be agreed with the Engineer
Key Personnel names	16.9.1	To be agreed with the Engineer
Time for completion	1.1	52 Weeks
Defects Notification Period	1.1	180 Days
Time for parties to enter into a contract agreement	1.6	Within 30 Days
Commencement date	8.1.1	To be agreed with the Engineer
Time for access to the site	2.1	To be agreed with the Engineer
Architect Duties and Responsibilities	3.1.6 (b) (ii)	Any Variations resulting in an increase of the accepted contract Amount in excess of 0% shall require approval from the procurement entity
Performance Security	4.2.1	The performance security will be in the form of a performance bond in the amount of 5% of the accepted Amount in the same currency(ies) of the accepted contract amount

Normal Working Hours	6.5	To be agreed with the Engineer
Delay damages for the Works	8.7 & 14.15 (b)	0.005 % of the Contract price per day

Maximum amount for Delay Damages	8.7	5% of the final contract price
----------------------------------	-----	--------------------------------

Conditions	Sub Clause	Data
Provisional Sums	13.5. (b)(ii)	25%
Adjustments for Changes in Cost	13.8	Period "n" applicable to the adjustment multiplier "Po": <i>12 months</i>
Total advance payment	14.2.1	Not applicable
Repayment amortization rate of advance payment	14.2.5 (b)	Not applicable
Percentage of Retention	14.3.2 (c)	10%
Limit of Retention Money	14.3.2 (c)	<u>10</u> % of the Accepted Contract Amount
Plant and Materials	14.5(b)(i) 14.5(C)(i)	Not applicable Not applicable
Minimum Amount of Interim Payment Certificates	14.6	Not applicable
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	As per applicable laws
Periods for submission of insurance: a. evidence of insurance. b. Relevant policies	18.1	14 days <u>14</u> days
Maximum amount of deductibles for insurance of the Procuring Entity's risks	18.2.4 (d)	<i>As per applicable laws</i>
Minimum amount of thirdparty insurance	18.3	<i>As per applicable laws</i>

The place of arbitration	20.7.2	<i>Nairobi County, Kenya</i>
--------------------------	--------	------------------------------

SECTION X - CONTRACT FORMS

FORM No. 1 - NOTIFICATION OF INTENTION TO AWARD

FORM No. 2 – REQUEST FOR REVIEW

FORM No. 3 – LETTER OF 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: _____

_____ T

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 __ (hereinafter called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.
3. At the request of the Contractor, we as Guarantor, here by irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *(in words)*,⁷ 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.....⁸, 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 tot he 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.*

⁷ The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency of the Contract or a freely convertible currency acceptable to the Beneficiary.

⁸ Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Procuring Entity should note that in the event of an extension of this date for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.

FORM No. 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 a 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)*⁹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:
 - a) Has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
 - b) Has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.
4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Contractor on its account number _____ at _____.
5. The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the ___ day of __, 2____, ¹⁰ 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.*

⁹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency of the advance payment as specified in the Contract.

¹⁰ Insert the expected expiration date of the Time for Completion. The Procuring Entity should note that in the event of an extension of the time for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.

FORM NO. 8 – RETENTION MONEY SECURITY

[Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary: _____

[Insert name and Address of Procuring Entity]

Date: _____ *[Insert date of issue]*

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

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

1. We have been informed that _____ *[insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Contractor") has entered into Contract No. _____ *[insert reference number of the contract]* dated _____ with the Beneficiary, for the execution of _____ *[insert name of contract and brief description of Works]* (hereinafter called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, the Beneficiary retains moneys up to the limit set forth in the Contract ("the Retention Money"), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, and payment of _____ *[insert the second half of the Retention Money]* is to be made against a Retention Money guarantee.
3. At the request of the Contractor, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ *[insert amount in figures]* _____ *[insert amount in words]* _____ ¹¹ 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.....¹², 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.

¹¹ The Guarantor shall insert an amount representing the amount of the second half of the Retention Money.
¹² Insert a date that is twenty-eight days after the expiry of retention period after the actual completion date of the contract. The Procuring Entity should note that in the event of an extension of this date for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee

[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.*

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--- -----	Directly.....% of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes ----No---- 2. Is this right held directly or indirectly?: Direct..... Indirect.....	1. Exercises significant influence or control over the Company body of the Company (tenderer) Yes ----No---- 2. Is this influence or control exercised directly or indirectly? Direct.....
	National identity card number or Passport number	% of shares	Indirectly-----% of voting rights		
	Personal Identification Number (where applicable)	Indirectly- -----			
	Nationality	% of shares			
	Date of birth [dd/mm/yyyy]				
	Postal address				
	Residential address				

	Telephone number				Indirect.....
	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)
	Email address				
	Occupation or profession				
2.	Full Name	Directly--- -----	Directly.....% of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes ----No---- 2. Is this right held directly or indirectly?: Direct..... Indirect.....	1. Exercises significant influence or control over the Company body of the Company (tenderer) Yes ----No---- 2. Is this influence or control exercised directly or indirectly? Direct..... Indirect.....
	National identity card number or Passport number	% of shares	Indirectly-----% of voting rights		
	Personal Identification Number (where applicable)	Indirectly- -----			
	Nationality(ies)	% of shares			
	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