



*In Search of Better Health*

**KENYA MEDICAL RESEARCH INSTITUTE**  
**PROPOSED REFURBISHMENT OF BLOCK A APARTMENT**  
**AT KEMRI MBAGATHI ESTATE, NAIROBI COUNTY.**

**W.P. ITEM NO. D108 NB/NB/2202 JOB NO. 11130A**

**TENDER DOCUMENT**

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**WORKS SECRETARY**  
Ministry of L.P.W.H & UD  
P.O. BOX 30743 - 00100  
NAIROBI

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**CHIEF ARCHITECT**  
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P.O. BOX 30743 - 00100  
NAIROBI

**JANUARY 2023**







*In Search for Better Health*

**KENYA MEDICAL RESEARCH INSTITUTE**

**PROPOSED REFURBISHMENT OF BLOCK A APARTMENT AT KEMRI  
MBAGATHI ESTATE, NAIROBI COUNTY**

**W.P. ITEM NO. D108 NB/NB/2202 JOB NO. 11130A**

**TENDER DOCUMENTS**

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**KENYA MEDICAL RESEARCH INSTITUTE**

**PROPOSED REFURBISHMENT OF BLOCK A APARTMENT AT KEMRI  
MBAGATHI ESTATE, NAIROBI COUNTY**

**TENDER DOCUMENTS**

Supplied as part of the Invitation to Tender (ITT) No.....

Contract No. **W.P. ITEM NO. D108 NB/NB/2202 JOB NO. 11130A**

Prepared by: -

**State Department for Public Works,  
Ministry of Lands, Public Works, Housing  
and Urban Development,  
P O Box 30743-00100,  
NAIROBI.**

The contract for the above-mentioned works entered into this..... day of ..... 2023 by the undersigned refers to these Tender Documents and the Ministry of Lands, Public Works, Housing and Urban Development and public General Specification dated March, 1976 (together with any amendments issued thereto) shall be read and construed as part of the said contract.

.....  
**THE CONTRACTOR**

.....  
**DIRECTOR GENERAL  
KENYA MEDICAL RESEARCH INSTITUTE**

Date: .....

Date: .....

**SPECIAL NOTES**

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

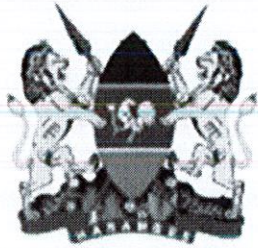
Should the Contractor be in doubt about the precise meaning of any item or figure for any reason whatsoever, he must inform the Principal Secretary, State Department for Public Works, Head Office in order that the correct meaning may be decided before the date for submission of tenders.

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

**SIGNATURE PAGE AND NOTE**







REPUBLIC OF KENYA



**PPRA**  
PUBLIC PROCUREMENT  
REGULATORY AUTHORITY

DOC. 3

# STANDARD TENDER DOCUMENT FOR PROCUREMENT OF SMALL WORKS

## PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

Issued on 22<sup>nd</sup> April 2021 and updated on 21<sup>st</sup> April, 2022 with an amended  
Form of Tender and Beneficial Ownership Information Disclosure Form



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**PROCURING ENTITY: DIRECTOR GENERAL,  
KENYA MEDICAL RESEARCH INSTITUTE,  
P.O.BOX 54840-00200,  
NAIROBI.**

**NAME OF TENDER: PROPOSED REFURBISHMENT OF BLOCK A APARTMENT AT KEMRI  
MBAGATHI ESTATE, NAIROBI COUNTY**

**IDENTIFICATION OF TENDER: W.P. ITEM NO: D108 NB/NB/2202 JOB NO 11130A**

**TENDER DOCUMENTS FOR PROCUREMENT OF SMALLWORKS**

**1) NAME AND CONTACT ADDRESSES OF PROCURING ENTITY**

**NAME: KENYA MEDICAL RESEARCH INSTITUTE,  
ADDRESS: P.O.BOX 54840-00200, NAIROBI.  
EMAIL ADDRESS: director@kemri.go.ke**

**2) Invitation to Tender (ITT) No. ....**

**3) Tender Name: PROPOSED REFURBISHMENT OF BLOCK A APARTMENT AT KEMRI  
MBAGATHI ESTATE, NAIROBI COUNTY**

## INVITATION TO TENDER

PROCURING ENTITY: KENYA MEDICAL RESEARCH INSTITUTE

P.O.BOX 54840-00200, NAIROBI.

CONTRACT NAME AND DESCRIPTION: PROPOSED REFURBISHMENT OF BLOCK A APARTMENT AT KEMRI MBAGATHI ESTATE, NAIROBI COUNTY.

1. The KENYA MEDICAL RESEARCH INSTITUTE invites sealed tenders for the construction of **Proposed Refurbishment of Block A Apartment at KEMRI Mbagathi Estate, Nairobi County.**
2. Tendering will be conducted under open competitive method (**National**) using a standardized tender document. Tendering is open to **Women, Youth and Persons with Disabilities.**
3. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours **0800 to 1600 hours** at the address given below.
4. A complete set of tender documents may be purchased or obtained by interested tenders upon payment of a non-refundable fees of **Kshs. 1,000** in cash or Banker's Cheque and payable to the address given below. Tender documents may be obtained electronically from the Website(s) (**www.kemri.go.ke**). Tender documents obtained electronically will be free of charge.
5. Tender documents may be viewed and downloaded for free from the website (**www.kemri.go.ke**). Tenderers who download the tender document must forward their particulars immediately to (**director@kemri.go.ke**) to facilitate any further clarification or addendum.
6. Tenders shall be quoted be in Kenya Shillings and shall include all taxes. Tenders shall remain valid for **156 days** from the date of opening of tenders.
7. All Tenders must be accompanied by a tender security of **Kshs.100,000.00**
8. The Tenderer shall chronologically serialize all pages of the tender documents submitted.
9. Completed tenders must be delivered to the address below on or before (**as per the tender advert**). Electronic Tenders **will not be permitted**.
10. Tenders will be opened immediately after the deadline date and time specified above or any dead line date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.
11. Late tenders will be rejected.
10. The addresses referred to above are:

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

- (1) Name of Procuring Entity: **KENYA MEDICAL RESEARCH INSTITUTE**
- (2) Physical address for hand Courier Delivery at **KEMRI Headquarters, Raila Odinga Way, Nairobi.**
- (3) Postal address: **Director General,  
Kenya Medical Research Institute,  
P.O. Box 54840 – 00200,  
Nairobi.**
- (4) Insert name, telephone number and e-mail address of the officer to be contacted.  
Name: Head of Supply Chain Management Services,  
Telephone: .....  
Email: director@kemri.go.ke

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

- (1) Name of Procuring Entity: **KENYA MEDICAL RESEARCH INSTITUTE**
- (2) Postal Address **Director General,  
Kenya Medical Research Institute,  
P.O. Box 54840 – 00200,  
Nairobi.**
- (3) Physical address for hand Courier Delivery to **KEMRI Headquarters, Raila Odinga Way, Nairobi.**

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

- (1) Name of Procuring Entity: **KENYA MEDICAL RESEARCH INSTITUTE**
- (2) Physical address for the location **KEMRI Headquarters, Raila Odinga Way, Nairobi.**

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

Name \_\_\_\_\_ (Official of the  
Procuring Entity issuing the invitation)

Designation \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

# PART 1 - TENDERING PROCEDURES



## SECTION I: INSTRUCTIONS TO TENDERERS

### A General Provisions

#### 1. Scope of Tender

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

#### 2. Fraud and Corruption

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

#### 3. Eligible Tenderers

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



to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process; or

- c) Any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender; or
- f) any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as Engineer for the Contract implementation; or
- g) Would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the contract specified in this Tender Document or
- h) Has a close business or family relationship with a professional staff of the Procuring Entity who:
  - i) are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract; or
  - ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.

3.4 A tenderer shall not be involved in corrupt, coercive, obstructive, collusive or fraudulent practice. A tenderer that is proven to have been involved any of these practices shall be automatically disqualified.

3.5 A Tenderer (either individually or as a JV member) shall not participate in more than one Tender, except for permitted alternative tenders. This includes participation as a subcontractor in other Tenders. Such participation shall result in the disqualification of all Tenders in which the firm is involved. A firm that is not a tenderer or a JV member may participate as a subcontractor in more than one tender. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender.

3.6 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 4.8. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub-consultants for any part of the Contract including related Services.

3.7 Tenderer that has been debarred from participating in public procurement shall be ineligible to tender or be awarded a contract. The list of debarred firms and individuals is available from the website of PPRA [www.ppra.go.ke](http://www.ppra.go.ke).

3.8 Tenderers that are state-owned enterprises or institutions may be eligible to compete and be awarded a Contract(s) only if they are accredited by PPRA to be (i) a legal public entity of the state Government and/or public administration, (ii) financially autonomous and not receiving any significant subsidies or budget support from any public entity or Government, and (iii) operating under commercial law and vested with legal rights and liabilities similar to any commercial enterprise to enable it compete with firms in the private sector on an equal basis.

3.9 A Firms and individuals may be ineligible if their countries of origin (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country. A tenderer shall provide such documentary evidence of eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.

3.10 Foreign tenderers are required to source at least forty (40%) percent of their contract inputs (in supplies, subcontracts and labor) from national suppliers and contractors. To this end, a foreign tenderer shall provide in its tender documentary evidence that this requirement is met. Foreign tenderers not meeting this criterion will be automatically disqualified. Information required to enable the Procuring Entity determine if this condition is met shall be provided in for this purpose is be provided in "SECTION III - EVALUATION AND QUALIFICATION CRITERIA, Item 9".

3.11 Pursuant to the eligibility requirements of ITT 4.10, a tender is considered a foreign tenderer, if the tenderer is not registered in Kenya or if the tenderer is registered in Kenya and has less than 51 percent ownership by Kenyan

Citizens. JVs are considered as foreign tenderers if the individual member firms are not registered in Kenya or if are registered in Kenya and have less than 51 percent ownership by Kenyan citizens. The JV shall not subcontract to foreign firms more than 10 percent of the contract price, excluding provisional sums.

- 3.12 The National Construction Authority Act of Kenya requires that all local and foreign contractors be registered with the National Construction Authority and be issued with a Registration Certificate before they can undertake any construction works in Kenya. Registration shall not be a condition for tender, but it shall be a condition of contract award and signature. A selected tenderer shall be given opportunity to register before such award and signature of contract. Application for registration with National Construction Authority may be accessed from the website [www.nca.go.ke](http://www.nca.go.ke).
- 3.13 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website [www.cak.go.ke](http://www.cak.go.ke)
- 3.14 A Kenyan tenderer shall provide evidence of having fulfilled his/her tax obligations by producing a valid tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

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

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

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

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

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

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

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

## **PART 1 Tendering Procedures**

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

## **PART 2 Works Requirements**

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

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

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

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

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

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

## **7. Site Visit**

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

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

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

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

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

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

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

9.1 A Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the **TDS** or raise its enquiries during the pre-Tender meeting and the pre-



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

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

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

## **C. Preparation of Tenders**

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

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

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

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

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

- 13.1 The Tender shall comprise the following:
- a) Form of Tender prepared in accordance with ITT 14;
  - b) Schedules including priced Bill of Quantities, completed in accordance with ITT 14 and ITT 16;
  - c) Tender Security or Tender-Securing Declaration, in accordance with ITT 21.1;
  - d) Alternative Tender, if permissible, in accordance with ITT 15;
  - e) Authorization: written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 22.3;
  - f) Qualifications: documentary evidence in accordance with ITT 19 establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted;
  - g) Conformity: a technical proposal in accordance with ITT 18;
  - h) Any other document required in the **TDS**.
- 13.2 In addition to the requirements under ITT 11.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender,



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

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

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

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

#### **15. Alternative Tenders**

- 15.1 Unless otherwise specified in the **TDS**, alternative Tenders shall not be considered.
- 15.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the **TDS**, and the method of evaluating different alternative times for completion will be described in Section III, Evaluation and Qualification Criteria.
- 15.3 Except as provided under ITT 13.4 below, Tenderers wishing to offer technical alternatives to the requirements of the Tender Documents must first price the Procuring Entity's design as described in the Tender Documents and shall further provide all information necessary for a complete evaluation of the alternative by the Procuring Entity, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the Tenderer with the Winning Tender conforming to the basic technical requirements shall be considered by the Procuring Entity. When specified in the **TDS**, Tenderers are permitted to submit alternative technical solutions for specified parts of the Works, and such parts will be identified in the **TDS**, as will the method for their evaluating, and described in Section VII, Works' Requirements.

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

- 16.1 The prices and discounts (including any price reduction) quoted by the Tenderer in the Form of Tender and in the Bill of Quantities shall conform to the requirements specified below.
- 16.2 The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Tenderer shall be deemed covered by the rates for other items in the Bill of Quantities and will not be paid for separately by the Procuring Entity. An item not listed in the priced Bill of Quantities shall be assumed to be not included in the Tender, and provided that the Tender is determined substantially responsive notwithstanding this omission, the average price of the item quoted by substantially responsive Tenderers will be added to the Tender price and the equivalent total cost of the Tender so determined will be used for price comparison.
- 16.3 The price to be quoted in the Form of Tender, in accordance with ITT 14.1, shall be the total price of the Tender, including any discounts offered.
- 16.4 The Tenderer shall quote any discounts and the methodology for their application in the Form of Tender, in accordance with ITT 14.1.
- 16.5 It will be specified in the **TDS** if the rates and prices quoted by the Tenderer are or are not subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, except in cases where the contract is subject to fluctuations and adjustments, not fixed price. In such a case, the Tenderer shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data and the Procuring Entity may require the Tenderer to justify its proposed indices and weightings.
- 16.6 Where tenders are being invited for individual lots (contracts) or for any combination of lots (packages), tenderers wishing to offer discounts for the award of more than one Contract shall specify in their Tender the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITT 16.4, provided the Tenders for all lots (contracts) are opened at the same time.



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

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

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

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

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

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

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

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

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

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

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

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

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

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

19.9 If information submitted by a tenderer pursuant to these requirements, or obtained by the Procuring Entity (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of



interest which could materially and improperly benefit the tenderer in relation to the procurement or contract management process, then:

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

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

## 20. Period of Validity of Tenders

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

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

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

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

## 21. Tender Security

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

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

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

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

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

21.5 If a Tender Security is specified pursuant to ITT 21.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the Contract and furnishing the Performance Security and any other documents required in the **TDS**. The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were



determined nonresponsive or a bidder declines to extend tender validity period.

- 21.6 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security, and any other documents required in the **TDS**.
- 21.7 The Tender Security may be forfeited or the Tender-Securing Declaration executed:
- e) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Form of Tender, or any extension thereto provided by the Tenderer; or
  - f) if the successful Tenderer fails to:
    - i) sign the Contract in accordance with ITT 50; or
    - ii) furnish a Performance Security and if required in the **TDS**, and any other documents required in the **TDS**.
- 21.8 Where tender securing declaration is executed, the Procuring Entity shall recommend to the PPRA that PPRA debars the Tenderer from participating in public procurement as provided in the law.
- 21.9 The Tender Security or the Tender-Securing Declaration of a JV shall be in the name of the JV that submits the Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of tendering, the Tender Security or the Tender-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITT 4.1 and ITT 11.2.
- 21.10A tenderer shall not issue a tender security to guarantee itself.

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

- 22.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 13 and clearly mark it "ORIGINAL." Alternative Tenders, if permitted in accordance with ITT 15, shall be clearly marked "ALTERNATIVE." In addition, the Tenderer shall submit copies of the Tender, in the number specified in the **TDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 22.2 Tenderers shall mark as "CONFIDENTIAL" all information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 22.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified in the **TDS** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.
- 22.4 In case the Tenderer is a JV, the Tender shall be signed by an authorized representative of the JV on behalf of the JV, and to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 22.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

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

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

- 23.1 Depending on the sizes or quantities or weight of the tender documents, a tenderer may use an envelope, package or container. The Tenderer shall deliver the Tender in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the Tender, addressed to the Procuring Entity and a warning not to open before the time and date for Tender opening date. Within the single envelope, package or container, the Tenderer shall place the following separate, sealed envelopes:
- a) in an envelope or package or container marked "ORIGINAL", all documents comprising the Tender, as described in ITT 11; and



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

The inner envelopes or packages or containers shall:

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

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

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

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

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

## **25. Late Tenders**

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

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

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

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

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

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

## **27. Tender Opening**

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

27.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelopes with the corresponding Tender shall not be opened, but returned to the Tenderer. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal



and is read out at Tender opening.

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

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

### **28. Confidentiality**

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

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

- 29.1 To assist in the examination, evaluation, and comparison of the tenders, and qualification of the tenderers, the Procuring Entity may, at its discretion, ask any tenderer for a clarification of its tender, given a reasonable time for a response. Any clarification submitted by a tenderer that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of the tenders, in accordance with ITT 33.
- 29.2 If a tenderer does not provide clarifications of its tender by the date and time set in the Procuring Entity's request for clarification, its Tender may be rejected.

### 30. Deviations, Reservations, and Omissions

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

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

### 31. Determination of Responsiveness

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

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

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

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

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

### 32. Non-material Non-conformities

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

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

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

### 33. Arithmetical Errors

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

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

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



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

#### **34. Currency provisions**

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

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

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

35.2 Where it is intended to reserve the contract to specific groups under Small and Medium Enterprises, or enterprise of women, youth and/or persons living with disability, who are appropriately registered as such by the authority to be specified in the **TDS**, a procuring entity shall ensure that the invitation to tender specifically indicates that only businesses/firms belonging to those specified groups are the only ones eligible to tender. Otherwise if no so stated, the invitation will be open to all tenderers.

#### **36. Nominated Subcontractors**

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

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

36.3 The subcontractor's qualifications shall not be used by the Tenderer to qualify for the Works unless their specialized parts of the Works were previously designated by the Procuring Entity in the **TDS** as can be met by subcontractors referred to hereafter as 'Specialized Subcontractors', in which case, the qualifications of the Specialized Subcontractors proposed by the Tenderer may be added to the qualifications of the Tenderer.

#### **37. Evaluation of Tenders**

37.1 The Procuring Entity shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies the Procuring Entity shall determine the Best Evaluated Tender in accordance with ITT 40.

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

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

37.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be considered in Tender evaluation.

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

#### **38. Comparison of Tenders**

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

#### **39. Abnormally Low Tenders**

39.1 An Abnormally Low Tender is one where the Tender price, in combination with other elements of the Tender, appears so low that it raises material concerns as to the capability of the Tenderer in regards to the Tenderer's ability to perform the Contract for the offered Tender Price or that genuine competition between Tenderers is compromised.

39.2 In the event of identification of a potentially Abnormally Low Tender, the Procuring Entity shall seek written clarifications from the Tenderer, including detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the Tender document.

39.3 After evaluation of the price analyses, in the event that the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, the Procuring Entity shall reject the Tender.

#### **40. Abnormally High Tenders**

40.1 An abnormally high price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.

40.2 In case of an abnormally high tender price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. The Procuring Entity may also seek written clarification from the tenderer on the reason for the high tender price. The Procuring Entity shall proceed as follows:

- i) If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the tender depending on the Procuring Entity's budget considerations.
- ii) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high tender prices, the Procuring Entity shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case may be.

40.3 If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (*often due to collusion, corruption or other manipulations*), the Procuring Entity shall reject all Tenders and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise, before retendering.

#### **41. Unbalanced and/or Front-Loaded Tenders**

41.1 If in the Procuring Entity's opinion, the Tender that is evaluated as the lowest evaluated price is seriously unbalanced and/or front loaded, the Procuring Entity may require the Tenderer to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the tender prices with the scope of works, proposed methodology, schedule and any other requirements of the Tender document.

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

- a) accept the Tender; or
- b) require that the total amount of the Performance Security be increased at the expense of the Tenderer to a level not exceeding a 30% of the Contract Price; or
- c) agree on a payment mode that eliminates the inherent risk of the Procuring Entity paying too much for undelivered works; or
- d) reject the Tender.

#### **42. Qualifications of the Tenderer**

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

42.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 19. The determination shall not take into consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors if permitted in the Tender document), or any other firm(s) different from the Tenderer.

42.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative



determination shall result in disqualification of the Tender, in which event the Procuring Entity shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated price to make a similar determination of that Tenderer's qualifications to perform satisfactorily.

42.4 An Abnormally Low Tender is one where the Tender price, in combination with other elements of the Tender, appears so low that it raises material concerns as to the capability of the Tenderer in regards to the Tenderer's ability to perform the Contract for the offered Tender Price.

42.5 In the event of identification of a potentially Abnormally Low Tender, the Procuring Entity shall seek written clarifications from the Tenderer, including detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the Tender document.

42.6 After evaluation of the price analyses, if the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, the Procuring Entity shall reject the Tender.

#### **43. Best Evaluated Tender**

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

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

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

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

### **F. Award of Contract**

#### **45. Award Criteria**

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

#### **46. Notice of Intention to enter into a Contract**

46.1 Upon award of the contract and Prior to the expiry of the Tender Validity Period the Procuring Entity shall issue a Notification of Intention to Enter into a Contract / Notification of award to all tenderers which shall contain, at a minimum, the following information:

- a) the name and address of the Tenderer submitting the successful tender;
- b) the Contract price of the successful tender;
- c) a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in (c) above already reveals the reason;
- d) the expiry date of the Standstill Period; and
- e) instructions on how to request a debriefing and/or submit a complaint during the standstill period;

#### **47. Standstill Period**

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

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



#### **48. Debriefing by the Procuring Entity**

48.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 46, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request.

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

#### **49. Letter of Award**

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

#### **50. Signing of Contract**

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

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

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

#### **51. Appointment of Adjudicator**

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

#### **52. Performance Security**

52.1 Within twenty-one (21) days of the receipt of the Letter of Acceptance from the Procuring Entity, the successful Tenderer shall furnish the Performance Security and, any other documents required in the **TDS**, in accordance with the General Conditions of Contract, subject to ITT 40.2 (b), using the Performance Security and other Forms included in Section X, Contract Forms, or another form acceptable to the Procuring Entity. A foreign institution providing a bank guarantee shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent bank is not required.

52.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security and other documents required in the **TDS**, or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the Tenderer offering the next Best Evaluated Tender.

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

#### **53. Publication of Procurement Contract**

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

- a) name and address of the Procuring Entity;
- b) name and reference number of the contract being awarded, a summary of its scope and the selection

- method used;
- c) the name of the successful Tenderer, the final total contract price, the contract duration.
- d) dates of signature, commencement and completion of contract;
- e) names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening.

#### **54. Procurement Related Complaints and Administrative Review**

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

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

## Section II - Tender Data Sheet (TDS)

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

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<b>A. General</b>
ITT 1.1	<p>The name of the contract is <b>PROPOSED REFURBISHMENT OF BLOCK A APARTMENT AT KEMRI MBAGATHI ESTATE, NAIROBI COUNTY.</b></p> <p>The reference number of the Contract is: <b>W.P. ITEM NO. D108 NB/NB/2202 JOB NO.11130 A</b></p> <p>The number and identification of lots (contracts) comprising this Tender are <b>None</b></p>
ITT 2.3	<p>The Information made available on competing firms is as follows:</p> <p><b>a. Standard tender document</b></p> <p><b>b. Bill of quantities</b></p> <p><b>c. Drawings</b></p>
ITT 2.4	<p>The firms that provided consulting services for the contract being tendered for are: <b>STATE DEPARTMENT FOR PUBLIC WORKS, P.O.BOX 30743-00100, NAIROBI; The roles are defined as follows:</b></p> <p><b>Project Manager: Works Secretary</b></p> <p><b>Architect: Chief Architect</b></p> <p><b>Quantity Surveyor: Chief Quantity Surveyor</b></p> <p><b>Electrical Engineer: Chief Engineer Electrical</b></p> <p><b>Structural Engineer: Chief Engineer Structural</b></p> <p><b>Mechanical Engineer: Chief Engineer Mechanical (BS)</b></p> <p><b>Interior Designer: Chief Designer</b></p>
ITT 3.1	Maximum number of members in the Joint Venture (JV) shall be: <b>Not allowed</b>
	<b>B. Contents of Tender Document</b>
8.1	<p>(A) Pre-Tender conference <i>Shall not</i> take place at the following date, time and place: Date: N/A Time: Place:</p> <p>(B) A pre-arranged pretender visit of the site of the works <i>Shall not</i> take place at the following date, time and place: Date: N/A Time: Place:</p>
ITT 8.2	The Tenderer will submit any questions in writing, to reach the Procuring Entity <b>not later than 5 working days before the Tender Opening Date.</b>
ITT 8.4	The Procuring Entity's website where Minutes of the pre-Tender meeting and the pre-arranged pretender site visit will be published is N/A
ITT 9.1	<p>For Clarification of Tender purposes, for obtaining further information and for purchasing tender documents, the Procuring Entity's address is:</p> <p><b>Attention: Director General,</b>  <b>Kenya Medical Research Institute,</b>  <b>P.O. Box 54840-00200, Nairobi.</b></p>



ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
<b>C. Preparation of Tenders</b>	
ITP 13.1 (h)	The Tenderer shall submit the following additional documents in its Tender: <ol style="list-style-type: none"> <li>1. Evidence of Personnel Academic &amp; Professional Qualifications.</li> <li>2. Evidence of completed projects of similar nature, complexity or magnitude</li> <li>3. Evidence of ongoing projects of similar nature, complexity or magnitude</li> <li>4. Proof/Evidence of ownership for all the relevant equipment and transport</li> <li>5. Audited Financial Reports for the last (3) years (2019,2020 &amp; 2021)</li> <li>6. Evidence of Financial resources (Cash in hand, lines of credit, overdraft etc)</li> </ol>
ITT 15.1	Alternative Tenders <b>Shall not</b> be considered.
ITT 15.2	Alternative times for completion <b>Shall not</b> be permitted.
ITT 15.4	Alternative technical solutions <b>shall not</b> be permitted.
ITT 16.5	The prices quoted by the Tenderer shall be <b>fixed</b> .
ITT 20.1	The Tender validity period shall be <b>126 days</b> .
ITT 20.3 (a)	<p>(a) The number of days beyond the expiry of the initial tender validity period will be <b>30 days</b>.</p> <p>(b) The Tender price shall be adjusted by the following percentages of the tender price:</p> <p>(i) By <b>0%</b> of the local currency portion of the Contract price adjusted to reflect local inflation during the period of extension, and</p> <p>(ii) By <b>0%</b> the foreign currency portion of the Contract price adjusted to reflect the international inflation during the period of extension.</p>
ITT 21.1	<p>A Tender Security <b>Shall be</b> required.</p> <p>A Tender-Securing Declaration <b>Shall be</b> required.</p> <p>If a Tender Security shall be required, the amount and currency of the Tender Security shall be <b>bank guarantee or reputable insurance company approved by PPRA of Kshs. 100,000.00 that is valid for 156 days from tender opening date</b></p>
ITT 21.2 (d)	The other Tender Security shall be <b>N/A</b>
ITT 21.5	On the Performance Security, other documents required shall be <b>N/A</b>
ITT 22.1	In addition to the original of the Tender, the number of copies is: <b>ONE (1)</b>
ITT 22.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of a <b>written power of attorney/Authorization letter</b>
<b>D. Submission and Opening of Tenders</b>	
ITT 24.1	<p>(A) For <u>Tender submission purposes only</u>, the Procuring Entity's address is:  <b>DIRECTOR GENERAL,  KENYA MEDICAL RESEARCH INSTITUTE,  P.O.BOX 54840-00200,  NAIROBI.</b></p> <p><b>Date and time of submissions of tender.....at 10.00am</b>  Tenders <b>shall not submit</b> tenders electronically.</p>



ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 27.1	The Tender opening shall take place at the time and the address for Opening of Tenders provided below: <b>KENYA MEDICAL RESEARCH INSTITUTE</b> <b>P.O.BOX 54840-00200, NAIROBI.</b>
ITT 27.1	If Tenderers are allowed to submit Tenders electronically, they shall follow the electronic tender submission procedures <b>specified below</b> <b>DIRECTOR GENERAL,</b> <b>KENYA MEDICAL RESEARCH INSTITUTE,</b> <b>P.O.BOX 54840-00200,</b> <b>NAIROBI.</b>  Date and time of submissions of tender.....at 10.00am Tenders <b>shall not submit</b> tenders electronically.
ITT 27.6	The number of representatives of the Procuring Entity to sign is <b>ONE</b> .
<b>E. Evaluation, and Comparison of Tenders</b>	
ITT 32.3	The adjustment shall be based on the <b>average</b> price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, the Procuring Entity shall use its best estimate.
ITT 35.2	The invitation to tender is extended to the following groups that qualify for Reservations _____ _____ N/A  <i>(These groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case may be; describe precisely which groups qualify).</i>
ITT 36.1	At this time, the Procuring Entity <b>does not intend</b> to execute certain specific parts of the Works by subcontractors selected in advance.
ITT 36.2	Contractor's may propose subcontracting: Maximum percentage of subcontracting permitted is: <i>10% of the total contract amount</i> . Tenderers planning to subcontract more than 10% of total volume of work shall specify, in the Form of Tender, the activity (ies) or parts of the Works to be subcontracted along with complete details of the subcontractors and their qualification and experience.
ITT 36.3	The parts of the Works for which the Procuring Entity permits Tenderers to propose Specialized Subcontractors are designated as follows: a. Electrical Works b. Mechanical Works 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 37.2 (d)	Additional requirements apply. These are detailed in the evaluation criteria in Section III, Evaluation and Qualification Criteria.
ITT 51.1	The person named to be appointed as Adjudicator is _____ of _____ ( <i>pride tel. no. full postal and email addresses</i> ) at an hourly fee of Shs. _____ per day.
ITT 52.2	Other documents required are _____
ITT 54.1	The procedures for making a Procurement-related Complaints are detailed in the "Regulations" available from the PPRA Website <a href="http://www.ppra.go.ke">www.ppra.go.ke</a> or email <a href="mailto:complaints@ppra.go.ke">complaints@ppra.go.ke</a> . If a Tenderer wishes to make a Procurement-related

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<p>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:</p> <p>For the attention: .....</p> <p>Title/position: <b>Director General</b></p> <p>Procuring Entity: <b>Kenya Medical Research Institute</b></p> <p>Email address: <b><u>director@kemri.go.ke</u></b></p> <p><b>Address: P.O.BOX 54840-00200, Nairobi.</b></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <p>(i) the terms of the Tender Documents; and</p> <p>(ii) the Procuring Entity's decision to award the contract.</p>



## **SECTION III - EVALUATION AND QUALIFICATION CRITERIA**

### **1. General Provisions**

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

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

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

#### **Evaluation and contract award Criteria**

The Procuring Entity shall use the criteria and methodologies listed in this Section to evaluate tenders and arrive at the Lowest Evaluated Tender. 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.

- (1) Preliminary Evaluation
- (2) Technical Evaluation
- (3) Financial Evaluation
- (4) Due diligence

### **2. Preliminary examination for Determination of Responsiveness**

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

#### **STAGE 1: PRELIMINARY EVALUATION**

ITEM	MANDATORY REQUIREMENT (MR) – MAIN CONTRACTOR
MR1	Certificate of Incorporation / Registration from the Registrar of Companies / Businesses;
MR2	Certified Copy of recent CR12/CR13 Form issued not earlier than <b>6 Months</b> from tender advertisement date.
MR3	Current Category of Registration with National Construction Authority (NCA) in the relevant trade; ( <b>NCA 7 and above for Building Works</b> )
MR4	Contractor's Annual Practicing License from NCA for the current year

MR5	The Bid has been submitted in the format required by the procuring entity - the tender document to be <b>TAPE BOUND</b> and returned in the order and pages provided in the advertisement to tender and paginated in sequence including attachments
MR6	Provision of a tender Security/Bid Bond of <b>Kshs. 100,000.00</b> to the procuring entity that is in the required format addressed and bound to the Client from a reputable bank or any Insurance company approved by PPRA and that is valid for <b>156 days</b> from the date of tender opening;
MR7	Fully filled, Signed and Stamped Form of Tender;
MR8	Valid copy of Trading / Business Permit;
MR9	Valid Tax Compliance Certificates;
MR10	Fully filled, Signed and Stamped Confidential Business Questionnaire;
MR11	Power of attorney (If Tender signatory if not a director)
MR12	Ligation history of the company (both court and arbitration)
MR13	Dully filled and signed declaration and commitment to the code of ethics
MR14	Dully filled, signed, dated and stamped self-declaration form SD1 (Non-debarment form)
MR15	Dully filled, signed, dated and stamped form SD2(Anti-corruption form)
MR 16	Dully filled, signed and stamped beneficial disclosure ownership form
MR 17	The Main Contractor should be registered in both Electrical and Mechanical works. If not registered should have a dully signed Agreement (Domestic Sub-contract Agreement) with Electrical and Mechanical Sub-contractors to work with if awarded the contract.

**Note:**

The employer/procuring entity may seek further clarification/confirmation, if necessary, to confirm authenticity/compliance of any condition of the tender. Furthermore, in case of a discrepancy between the amounts stated in the appendix to instruction to tenderers and the one stated in the advertisement or invitation letter, the bid security shall be taken as the amount in the advertisement/ letter of invitation.

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

## **STAGE 2: TECHNICAL EVALUATION**

### **Assessment for eligibility**

The tender document shall be examined based on clause 3 of the Instruction to Tenderers.

*The tenderers will be required to provide evidence for eligibility of the award of the tender by satisfying the employer of their eligibility and their capability and adequacy of resources to effectively carry out the subject contract.*

*The tenderers shall be required;*

- (a) To fill the Standard Forms provided in the bid document for the purposes of providing the required information. The tenderers may also attach the required information if they so desire;*



## A.) TECHNICAL EVALUATION

The eligibility criteria to be considered in this section shall be as shown below;

### PARAMETER

### REMARKS

- (i) Confidential Business Questionnaire..... PASS/FAIL
- (ii) Key Personnel..... PASS/FAIL
- (iii) Contract Completed in the last Five years (5) ..... PASS/FAIL
- (iv) Schedules of on-going projects ..... PASS/FAIL
- (v) Schedules of contractor's equipment ..... PASS/FAIL
- (vi) Audited Financial Report for the last 3 years (2019, 2020 & 2021). PASS/FAIL
- (vii) Evidence of Financial Resources ..... PASS/FAIL
- (viii) Name, Address and Telephone of Bank (Contractor to provide).. PASS/FAIL
- (ix) Litigation History ..... PASS/FAIL

### **OVERALL REMARKS**

**PASS/FAIL**

The detailed scoring plan shall be as shown in table 1.

Item	Description	Remarks
1	<b>Confidential Business Questionnaire Form</b> <ul style="list-style-type: none"> <li>Dully filled, signed and stamped form</li> </ul>	PASS/FAIL
2	<b>Key Personnel (Attach evidence)</b>	PASS/FAIL
	<b>a) Director of the firm</b> <ul style="list-style-type: none"> <li>Holder of a diploma and above in relevant Engineering field</li> </ul>	PASS/FAIL
	<b>b) At least 1No. degree/diploma holder of key personnel in relevant construction field</b> <ul style="list-style-type: none"> <li>With over 3 years relevant experience</li> </ul>	PASS/FAIL
	<b>c) At least 1No certificate holder of key personnel in relevant field</b> <ul style="list-style-type: none"> <li>With over 3 years relevant experience</li> </ul>	PASS/FAIL
	<b>d) At least 2No artisan (trade test certificate in relevant field)</b> <ul style="list-style-type: none"> <li>With over 3 years relevant experience</li> </ul>	PASS/FAIL
3	<b>Contracts completed in the last five (5) years-Provide Evidence of (Contract Award, Contract agreement and Completion Certificate)</b> <ul style="list-style-type: none"> <li>a) 3 No. Projects of similar nature, complexity or magnitude or</li> <li>b) 2 No. Projects of similar nature but of lower value than the one in consideration</li> </ul>	PASS/FAIL
4	<b>On-going projects</b> <p><b>Provide Evidence of (Contract Award and Contract agreement)</b></p> <ul style="list-style-type: none"> <li>Maximum of 3No. projects</li> </ul>	PASS/FAIL

5	<b>Schedule of contractor's equipment and transport (proof or evidence of ownership/Lease)</b> <ul style="list-style-type: none"> <li>At least 5 no. relevant equipment for work being tendered (Scaffolds, welding machine, drills, steel trowel and tile cutter.</li> </ul>	PASS/FAIL
6	<b>Financial report</b>	
	a) Audited financial Accounts for the last three (3) years - 2019, 2020 & 2021 <b>(Signed and stamped by auditors)</b> <ul style="list-style-type: none"> <li><b>Must have an</b> Average Annual Turn-over of 50% and above of the cost of the project</li> </ul>	PASS/FAIL
	b) Evidence of Financial Resources (cash in hand, Bank Balances, lines of credit, over draft facility etc.) <ul style="list-style-type: none"> <li>Bank/Creditors/Letter of access to credit specific for this tender</li> </ul>	PASS/FAIL
7	<b>Attach dated, signed and stamped bank details with the bank contact person</b>	PASS/FAIL
8	<b>Litigation History</b> <ul style="list-style-type: none"> <li>Duly Filled, signed and stamped form</li> </ul>	PASS/FAIL
	<b>REMARKS</b>	

**Any bidder who FAILS in any of the above requirements shall not be evaluated further**

### **STAGE 3 - FINANCIAL EVALUATION**

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

The evaluation shall be in three stages

- Correction, revision, adjustment and amendment of tender.
- Comparison of Rates for the bidder
- Consistency of the Rates for the bidder

**A) Correction, revision, adjustment and amendment of tender**

Tender sum will be corrected by the Procuring Entity as follows to Clause 82(i) of PPADA 2015 (Revised Edition 2022) and Clause 31(a) of Standard Tender Document for Procurement for Procurement of Small Works.

- In the event of a discrepancy between the tender amount as stated in the form of Tender and the corrected tender figure in the Main summary of the Bills of Quantities, the amount as stated in the Form of tender shall prevail.
- Pursuant to section 82 the Public Procurement and Asset Disposal Act 2015(Revised Edition 2022), the tender sum as submitted and read out during tender opening shall be absolute and final and shall not be subject to correction, adjustment or amendment in any way by any person or entity.
- The Tenders with arithmetic errors shall be disqualified as per Clauses 33.2(b) of the Standard Tender Document for Procurement of Small Works.

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."



## B) Comparison of rates for the bidder

The evaluation committee will compare the rates with major components of the works and make note.

## C) Consistency of the Rates

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

## **STAGE 4 - DUE DILIGENCE & RECOMMENDATION FOR AWARD**

Particulars of post – qualification if applicable. **The Evaluation Committee may inspect the premises and conduct due diligence** to seek further clarification/confirmation, if necessary, to confirm authenticity/compliance of any condition of the tender/qualifications of the tenderer in line with **Section 83 (1) of the Public Procurement and Asset Disposal Act,2015(Revised Edition 2022)**

## **STAGE 5: RECOMMENDATION FOR AWARD**

Award Criteria:

*The firm achieving the lowest evaluated price will be awarded the contract in line with Section 86(1) of the Public Procurement and Disposal Act,2015(Revised Edition 2022)*

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

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

.....

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

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

.....

## 4. **Multiple Contracts**

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

### **OPTION 1**

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

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

### **OPTION 2**

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

## 5. Alternative Tenders (ITT 13.1)

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

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

## 6. Margin of Preference is not applicable

## 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 \_\_\_\_\_.
  - ii) Minimum average annual construction turnover of Kenya Shillings \_\_\_\_\_ *[insert amount]*, equivalent calculated as total certified payments received for contracts in progress and/or completed within the last \_\_\_\_\_ *[insert of year]* years.
  - iii) At least \_\_\_\_\_ *(insert number)* of contract(s) of a similar nature executed within Kenya, or the East African Community or abroad, that have been satisfactorily and substantially completed as a prime contractor, or joint venture member or sub-contractor each of minimum value Kenya shillings \_\_\_\_\_ equivalent.
  - iv) Contractor's Representative and Key Personnel, which are specified as \_\_\_\_\_.
  - v) Contractors key equipment listed on the table "Contractor's Equipment" below and more specifically listed as *[specify requirements for each lot as applicable]* \_\_\_\_\_.
  - vi) Other conditions depending on their seriousness.
    - a) **History of non-performing contracts:**  
Tenderer and each member of JV in case the Tenderer is a JV, shall demonstrate that Non-performance of a contract did not occur because of the default of the Tenderer, or the member of a JV in the last \_\_\_\_\_ *(specify years)*. The required information shall be furnished in the appropriate form.
    - b) **Pending Litigation**  
Financial position and prospective long-term profitability of the Single Tenderer, and in the case the Tenderer is a JV, of each member of the JV, shall remain sound according to criteria established with respect to Financial Capability under Paragraph (i) above if all pending litigation will be resolved against the Tenderer. Tenderer shall provide information on pending litigations in the appropriate form.
    - c) **Litigation History**  
There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last \_\_\_\_\_ *(specify years)*. All parties to the contract shall furnish the information in the appropriate form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the years specified. A consistent history of awards against the Tenderer or any member of a JV may result in rejection of the tender.



## 8. QUALIFICATION FORM SUMMARY

1 Item No.	2 Qualification Subject	3 Qualification Requirement	4 Document To be Completed by Tenderer	5 For Procuring Entity's Use (Qualification met or Not Met)
1	Nationality	Nationality in accordance with ITT 3.6	Forms ELI – 1.1 and 1.2, with attachments	
2	Tax Obligations for Kenyan Tenderers	Has produced a current tax clearance certificate or tax exemption certificate issued by the the Kenya Revenue Authority in accordance with ITT 3.14.	Form of Tender	
3	Conflict of Interest	No conflicts of interest in accordance with ITT 3.3	Form of Tender	
4	PPRA Eligibility	Not having been declared ineligible by the PPRA as described in ITT 3.8	Form of Tender	
5	State- owned Enterprise	Meets conditions of ITT 3.7	Forms ELI – 1.1 and 1.2, with attachments	
6	Goods, equipment and services to be supplied under the contract	To have their origin in any country that is not determined ineligible under ITT 4.1	Forms ELI – 1.1 and 1.2, with attachments	
7	History of Non-Performing Contracts	Non-performance of a contract did not occur as a result of contractor default since 1 <sup>st</sup> January [.....].	Form CON-2	
8	Suspension Based on Execution of Tender/Proposal Securing Declaration by the Procuring Entity	Not under suspension based on-execution of a Tender/Proposal Securing Declaration pursuant to ITT 19.9	Form of Tender	
9	Pending Litigation	Tender's financial position and prospective long-term profitability still sound according to criteria established in 3.1 and assuming that all pending litigation will NOT be resolved against the Tenderer.	Form CON – 2	
10	Litigation History	No consistent history of court/arbitral award decisions against the Tenderer since 1 <sup>st</sup> January [insert year]	Form CON – 2	
11	Financial Capabilities	(i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as Kenya Shillings [insert amount] equivalent for the subject contract(s) net of the Tenderer's other commitments.	Form FIN – 3.1, with attachments	
		(ii) The Tenderers shall also demonstrate to the satisfaction of the Procuring Entity that it has adequate sources of		

1 Item No.	2 Qualification Subject	3 Qualification Requirement	4 Document To be Completed by Tenderer	5 For Procuring Entity's Use (Qualification met or Not Met)
		<p>finance to meet the cash flow requirements on works currently in progress and for future contract commitments.</p> <p>(iii) The audited balance sheets or, if not required by the laws of the Tenderer's country, other financial statements acceptable to the Procuring Entity, for the last <i>[insert number of years]</i> years shall be submitted and must demonstrate the current soundness of the Tenderer's financial position and indicate its prospective long-term profitability.</p>		
12	Average Annual Construction Turnover	<p>Minimum average annual construction turnover of Kenya Shillings <i>[insert amount]</i>, equivalent calculated as total certified payments received for contracts in progress and/or completed within the last <i>[insert of year]</i> years, divided by <i>[insert number of years]</i> years</p>	Form FIN – 3.2	
13	General Construction Experience	<p>Experience under construction contracts in the role of prime contractor, JV member, sub-contractor, or management contractor for at least the last <i>[insert number of years]</i> years, starting 1<sup>st</sup> January <i>[insert year]</i>.</p>	Form EXP – 4.1	
	Specific Construction & Contract Management Experience	<p>A minimum number of <i>[state the number]</i> similar contracts specified below that have been satisfactorily and substantially completed as a prime contractor, joint venture member, management contractor or sub-contractor between 1<sup>st</sup> January <i>[insert year]</i> and tender submission deadline i.e. .... (number) contracts, each of minimum value Kenya shillings..... equivalent.</p> <p><i>[In case the Works are to be tender as individual contracts under multiple contract procedure, the minimum number of contracts required for purposes of evaluating qualification shall be selected from the options mentioned in ITT 35.4]</i></p> <p>The similarity of the contracts shall be based on the following: <i>[Based on Section VII, Scope of Works, specify the minimum key requirements in terms of physical size, complexity, construction method, technology and/or other characteristics including part of the requirements that may</i></p>	Form EXP 4.2(a)	



1 Item No.	2 Qualification Subject	3 Qualification Requirement	4 Document To be Completed by Tenderer	5 For Procuring Entity's Use (Qualification met or Not Met)
		<i>be met by specialized subcontractors, if permitted in accordance with ITT 34.3]</i>		

## QUALIFICATION FORMS

### 1. FORM EQU: EQUIPMENT

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

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

Omit the following information for equipment owned by the Tenderer.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	



## 2 FORM PER -1

### Contractor's Representative and Key Personnel Schedule

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

### Contractor' Representative and Key Personnel

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

### 3. FORM PER-2:

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

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

<b>Name of Tenderer</b>		
Position [#1]: <i>[title of position from Form PER-1]</i>		
Personnel information	Name:	Date of birth:
	Address:	E-mail:
	Professional qualifications:	
	Academic qualifications:	
	Language proficiency: <i>[language and levels of speaking, reading and writing skills]</i>	
Details	Address of Procuring Entity:	
	Telephone:	Contact (manager / personnel officer):
	Fax:	
	Job title:	Years with present Procuring Entity:

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

Project	Role	Duration of involvement	Relevant experience
<i>[main project details]</i>	<i>[role and responsibilities on the project]</i>	<i>[time in role]</i>	<i>[describe the experience relevant to this position]</i>



## Declaration

I, the undersigned *[insert either "Contractor's Representative" or "Key Personnel" as applicable]*, certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Tender:

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

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

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

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

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_ Countersignature

of authorized representative of the Tenderer:

Signature: \_\_\_\_\_ Date: (day month  
year): \_\_\_\_\_

#### 4 TENDERER'S QUALIFICATION WITHOUT PRE-QUALIFICATION

To establish its qualifications to perform the contract in accordance with Section III, Evaluation and Qualification Criteria the Tenderer shall provide the information requested in the corresponding Information Sheets included hereunder.

##### 4.1 FORM ELI -1.1

###### Tenderer Information Form

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

ITT No. and title: \_\_\_\_\_

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

#### 4.2 FORM ELI -1.2

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

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

ITT No. and title: \_\_\_\_\_

Tenderer's JV name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 3.6. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Procuring Entity, in accordance with ITT 3.8.
2. Included are the organizational chart and a list of Board of Directors.



### 4.3 FORM CON – 2

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

Tenderer's Name: \_\_\_\_\_

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

JV Member's Name \_\_\_\_\_

ITT No. and title: \_\_\_\_\_

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> Contract non-performance did not occur since 1 <sup>st</sup> January <i>[insert year]</i> specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1.			
<input type="checkbox"/> Contract(s) not performed since 1 <sup>st</sup> January <i>[insert year]</i> specified in Section III, Evaluation and Qualification Criteria, requirement 2.1			
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>	<i>[insert amount]</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>	
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.			
<input type="checkbox"/> Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below.			

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
		Contract Identification: _____ Name of Procuring Entity: _____ Address of Procuring Entity: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
		Contract Identification: _____ Name of Procuring Entity: _____ Address of Procuring Entity: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
Litigation History in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.			
<input type="checkbox"/> Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below.			

Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
[insert year]	[insert percentage]	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Entity: [insert full name] Address of Procuring Entity: [insert street/city/country] Matter in dispute: [indicate main issues in dispute] Party who initiated the dispute: [indicate "Procuring Entity" or "Contractor"] Reason(s) for Litigation and award decision [indicate main reason(s)]	[insert amount]

#### 4.4 FORM FIN – 3.1:

##### Financial Situation and Performance

Tenderer's Name: \_\_\_\_\_

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

JV Member's Name \_\_\_\_\_

ITT No. and title: \_\_\_\_\_

##### 4.4.1. Financial Data

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



Type of Financial information in _____ (currency)	Historic information for previous _____ years, (amount in currency, currency, exchange rate*, USD equivalent)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

\*Refer to ITT 15 for the exchange rate

#### 4.4.2 Sources of Finance

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

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

#### 4.4.3 Financial documents

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

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

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

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



#### 4.5 FORM FIN – 3.2:

##### Average Annual Construction Turnover

Tenderer's Name: \_\_\_\_\_

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

JV Member's Name \_\_\_\_\_

ITT No. and title: \_\_\_\_\_

Annual turnover data (construction only)			
Year	Amount Currency	Exchange rate	Kenya Shilling equivalent
[indicate year]	[insert amount and indicate currency]		
Average Annual Construction Turnover *			

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

#### 4.6 FORM FIN – 3.3:

##### Financial Resources

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

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

#### 4.7 FORM FIN – 3.4:

##### Current Contract Commitments / Works in Progress

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

##### Current Contract Commitments

	Name of Contract	Procuring Entity's Contact Address, Tel,	Value of Outstanding Work [Current Kenya Shilling /month Equivalent]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [Kenya Shilling /month)]
1					
2					
3					
4					
5					

#### 4.8 FORM EXP - 4.1

##### General Construction Experience

Tenderer's Name: \_\_\_\_\_

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

JV Member's Name \_\_\_\_\_

ITT No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

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



**4.9 FORM EXP - 4.2(a)****Specific Construction and Contract Management Experience**

Tenderer's Name: \_\_\_\_\_

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

JV Member's Name \_\_\_\_\_

ITT No. and title: \_\_\_\_\_

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

**4.10 FORM EXP - 4.2 (a) (cont.)****Specific Construction and Contract Management Experience (cont.)**

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

#### 4.11 FORM EXP - 4.2(b)

### Construction Experience in Key Activities

Tenderer's Name: \_\_\_\_\_

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

Tenderer's JV Member Name: \_\_\_\_\_

Sub-contractor's Name<sup>2</sup> (as per ITT 34): \_\_\_\_\_

ITT No. and title: \_\_\_\_\_

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

1. Key Activity No One: \_

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

<sup>2</sup> If applicable

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

2. Activity No. Two
3. ....



## OTHER FORMS

### **5. FORM OF TENDER**

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

#### **INSTRUCTIONS TO TENDERERS**

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

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

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

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

To: ..... [Insert complete name of Procuring Entity]

Dear Sirs,

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

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

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

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

v) Tender Price: The total price of our Tender, excluding any discounts offered in item I above is: *[Insert one of the options below as appropriate]*

vi) Option 1, in case of one lot: Total price is: *[insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies];* Or

Option 2, in case of multiple lots:

a) Total price of each lot *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies];* and

b) Total price of all lots (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies];*

vii) Discounts: The discounts offered and the methodology for their application are:

viii) The discounts offered are: *[Specify in detail each discount offered.]*

ix) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts];*

x) Tender Validity Period: Our Tender shall be valid for the period specified in TDS 18.1 (as amended, if applicable) from the date fixed for the Tender submission deadline specified in TDS 22.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

xi) Performance Security: If our Tender is accepted, we commit to obtain a Performance Security in accordance with the Tendering document;

xii) One Tender Per Tender: We are not submitting any other Tender(s) as an individual Tender, and we are not participating in any other Tender(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITT 3.4, other than alternative Tenders submitted in accordance with ITT 13.3;

xiii) Suspension and Debarment: We, along with any of our subcontractors, suppliers, Project Manager, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Public Procurement Regulatory Authority or any other entity of the Government of Kenya, or any international organization.

xiv) State-owned enterprise or institution: *[select the appropriate option and delete the other]* *[We are not a state-owned enterprise or institution]* / *[We are a state-owned enterprise or institution but meet the requirements of ITT 3.8];*

xv) Commissions, gratuities, fees: We have paid, or will pay the following commissions, gratuities, or fees with respect to the tender process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity].*

Name of Recipient	Address	Reason	Amount

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

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

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

xviii) Fraud and Corruption: We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption;

- xix) **Collusive practices:** We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the "Certificate of Independent Tender Determination" attached below.
- xx) We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from \_\_\_\_\_ (*specify website*) during the procurement process and the execution of any resulting contract.
- xxi) **Beneficial Ownership Information:** We commit to provide to the procuring entity the Beneficial Ownership Information in conformity with the Beneficial Ownership Disclosure Form upon receipt of notification of intent 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:
- Tenderer's Eligibility: Confidential Business Questionnaire – to establish we are not in any conflict to interest.
  - Certificate of Independent Tender Determination – to declare that we completed the tender without colluding with other tenderers.
  - Self-Declaration of the Tenderer – to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
  - Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal

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

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

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

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

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

Date signed \_\_\_\_\_ day of \_\_\_\_\_.

**Notes**

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

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



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

### Instruction to Tenderer

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

#### (a) Tenderer's details

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

### General and Specific Details

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

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

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

	<b>Names of Partners</b>	<b>Nationality</b>	<b>Citizenship</b>	<b>% Shares owned</b>
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.

	<b>Names of Director</b>	<b>Nationality</b>	<b>Citizenship</b>	<b>% Shares owned</b>
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.

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

ii) **Conflict of interest disclosure**

	<b>Type of Conflict</b>	<b>Disclosure YES OR NO</b>	<b>If YES provide details of the relationship with Tenderer</b>
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.		

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the such Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.		

**f) Certification**

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

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

Designation \_\_\_\_\_

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

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



## B. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

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

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

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

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

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

## C. SELF - DECLARATION FORMS

### FORM SD1

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

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

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

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

Bidder Official Stamp

## FORM SD2

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

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

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

.....  
(Title)

.....  
(Signature)

.....  
(Date)

Bidder's Official Stamp



## DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

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

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

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

Position.....

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

E-mail.....

Name of the Firm/Company.....

Date..... (Company Seal/ Rubber

Stamp where applicable)

Witness

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

Date.....

## D. APPENDIX 1- FRAUD AND CORRUPTION

*(Appendix 1 shall not be modified)*

### 1. Purpose

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

### 3. Requirements

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

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

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

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

- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
  - i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

- iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - v) "obstructive practice" is:
    - deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
    - acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3 e. below.
- b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:
- "fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
- c) Rejects a proposal for award<sup>1</sup> of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
  - d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or recommend to appropriate authority (ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
  - e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect<sup>2</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
  - f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a "Self-Declaration Form" as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

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

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



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

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

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

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

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

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

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

\_\_\_\_\_  
*[signature(s)]*

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

## FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]

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

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

Sealed with the Common Seal of the said Guarantor this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

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

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

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

\_\_\_\_\_  
[Date]

\_\_\_\_\_  
[Signature of the Guarantor]

\_\_\_\_\_  
[Witness]

\_\_\_\_\_  
[Seal]

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

## TENDER-SECURING DECLARATION FORM

*[The Bidder shall complete this Form in accordance with the instructions indicated]*

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

Tender No.:.....*[insert number of tendering process]*

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

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

Signed:..... Capacity / title (director

or partner or sole proprietor, etc.) ..... Name:

..... Duly authorized to sign the bid

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

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



## Appendix to Tender

### Schedule of Currency requirements

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

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

## PART II - WORK REQUIREMENTS





## SECTION V - DRAWINGS

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

## SECTION VI - SPECIFICATIONS

### Notes for preparing Specifications

1. Specifications must be drafted to present a clear and precise statement of the required standards of materials, and workmanship for tenderers to respond realistically and competitively to the requirements of the Procuring Entity and ensure responsiveness of tenders. The Specifications should require that all materials, plant, and other supplies to be permanently incorporated in the Works be new, unused, of the most recent or current models, and incorporating all recent improvements in design and materials unless provided otherwise in the Contract. Where the Contractor is responsible for the design of any part of the permanent Works, the extent of his obligations must be stated.
2. Specifications from previous similar projects are useful and may not be necessary to re-write specifications for every Works Contract.
3. There are considerable advantages in standardizing **General Specifications** for repetitive Works in recognized public sectors, such as highways, urban housing, irrigation and water supply. The General Specifications should cover all classes of workmanship, materials and equipment commonly involved in constructions, although not necessarily to be used in a particular works contract. Deletions or addenda should then adapt the General Specifications to the particular Works.
4. Care must be taken in drafting Specifications to ensure they are not restrictive. In the Specifications of standards for materials, plant and workmanship, existing Kenya Standards should be used as much as possible, otherwise recognized international standards may also be used.
5. The Procuring Entity should decide whether technical solutions to specified parts of the Works are to be permitted. Alternatives are appropriate in cases where obvious (and potentially less costly) alternatives are possible to the technical solutions indicated in tender documents for certain elements of the Works, taking into consideration the comparative specialized advantage of potential tenderers.
6. The Procuring Entity should provide a description of the selected parts of the Works with appropriate reference to Drawings, Specifications, Bills of Quantities, and Design or Performance criteria, stating that the alternative solutions shall be at least structurally and functionally equivalent to the basic design parameters and Specifications.
1. Such alternative solutions shall be accompanied by all information necessary for a complete evaluation by the Procuring Entity, including drawings, design calculations, technical specifications, breakdown of prices, proposed construction methodology, and other relevant details. Technical alternatives permitted in this manner shall be considered by the Procuring Entity each on its own merits and independently of whether the tenderer has priced the item as described in the Procuring Entity's design included with the tender documents.



## **SECTION VII- BILLS OF QUANTITIES**

### **1. Objectives**

The objectives of the Bill of Quantities are:

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

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

### **2. Day work Schedule**

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

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

### **3. Provisional Sums**

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

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

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

### **4. The Bills of Quantities**

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

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



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

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

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

## SECTION VIII - GENERAL CONDITIONS OF CONTRACT

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

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

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

### General Conditions of Contract

#### A. General

##### 1. Definitions

1.1 Bold face type is used to identify defined terms.

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

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

## 2 Interpretation

- 21 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.
- 22 If sectional completion is specified in the SCC, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 23 The documents forming the Contract shall be interpreted in the following order of priority:
  - a) Agreement,
  - b) Letter of Acceptance,
  - c) Contractor's Bid,
  - d) Special Conditions of Contract,
  - e) General Conditions of Contract, including Appendices,
  - f) Specifications,
  - g) Drawings,
  - h) Bill of Quantities<sup>6</sup>, and
  - i) any other document **listed in the SCC** as forming part of the Contract.

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



### **3 Language and Law**

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

### **4 Project Manager's Decisions**

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

### **5 Delegation**

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

### **6 Communications**

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

### **7 Subcontracting**

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

### **8 Other Contractors**

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

### **9 Personnel and Equipment**

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

### **10 Procuring Entity's and Contractor's Risks**

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

## **11. Procuring Entity's Risks**

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

- a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to
  - i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or
  - ii) negligence, breach of statutory duty, or interference with any legal right by the Procuring Entity or by any person employed by or contracted to him except the Contractor.
- b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Procuring Entity or in the Procuring Entity's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is a Procuring Entity's risk except loss or damage due to

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

## **12. Contractor's Risks**

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

## **13. Insurance**

13.1 The Contractor shall provide, in the joint names of the Procuring Entity and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles **stated in the SCC** for the following events which are due to the Contractor's risks:

- a) loss of or damage to the Works, Plant, and Materials;
- b) loss of or damage to Equipment;
- c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
- d) personal injury or death.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

13.3 If the Contractor does not provide any of the policies and certificates required, the Procuring Entity may effect the insurance which the Contractor should have provided and recover the premiums the Procuring Entity has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

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

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

## **14. Site Data**

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

## **15. Contractor to Construct the Works**

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

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

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

## **17. Approval by the Project Manager**

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

17.2 The Contractor shall be responsible for design of Temporary Works.

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

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

17.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.

## **18. Safety**

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

## **19. Discoveries**

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

## **20. Possession of the Site**

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

## **21. Access to the Site**

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

## **22. Instructions, Inspections and Audits**

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

22.2 The Contractor shall keep, and shall make all reasonable efforts to cause its Subcontractors and sub-consultants to keep, accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.

22.3 The Contractor shall permit and shall cause its subcontractors and sub-consultants to permit, the Procuring Entity and/or persons appointed by the Public Procurement Regulatory Authority to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Public Procurement Regulatory Authority. The Contractor's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 25.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Public Procurement Regulatory Authority's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Public Procurement Regulatory Authority's prevailing sanctions procedures).

## **23 Appointment of the Adjudicator**

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

## **24 Settlement of Claims and Disputes**

### **24.1 Contractor's Claims**

- 24.1.1 If the Contractor considers itself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give Notice to the Project Manager, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 30 days after the Contractor became aware, or should have become aware, of the event or circumstance.
- 24.1.2 If the Contractor fails to give notice of a claim within such period of 30 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Procuring Entity shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub- Clause shall apply.
- 24.1.3 The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.
- 24.1.4 The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Project Manager. Without admitting the Procuring Entity's liability, the Project Manager may, after receiving any notice under this Sub-Clause, monitor the record- keeping and/or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Project Manager to inspect all these records, and shall (if instructed) submit copies to the Project Manager.
- 24.1.5 Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Project Manager, the Contractor shall send to the Project Manager a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:
- a) this fully detailed claim shall be considered as interim;
  - b) the Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed, and such further particulars as the Project Manager may reasonably require; and
  - c) the Contractor shall send a final claim within 30 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Project Manager.
- 24.1.6 Within 42 days after receiving a Notice of a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Project Manager and approved by the Contractor, the Project Manager shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within the above defined time period.
- 24.1.7 Within the above defined period of 42 days, the Project Manager shall proceed in accordance with Sub-Clause
- 24.1.8 [Determinations] to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Sub-Clause 8.4 [Extension of Time for Completion], and/or (ii) the



additional payment (if any) to which the Contractor is entitled under the Contract.

24.1.9 Each Payment Certificate shall include such additional payment for any claim as has been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate.

24.1.10 If the Project Manager does not respond within the timeframe defined in this Clause, either Party may consider that the claim is rejected by the Project Manager and any of the Parties may refer to Arbitration in accordance with Sub-Clause 24.4 [Arbitration].

24.1.11 The requirements of this Sub-Clause are in addition to those of any other Sub-Clause which may apply to a claim. If the Contractor fails to comply with this or another Sub-Clause in relation to any claim, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this Sub-Clause 24.3.

## **242 Amicable Settlement**

24.2.1 Where a notice of a claim has been given, both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, the Party giving a notice of a claim in accordance with Sub-Clause 24.1 above should move to commence arbitration after the fifty-sixth day from the day on which a notice of a claim was given, even if no attempt at an amicable settlement has been made.

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

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

- a) The appointment of a replacement Project Manager upon the said person ceasing to act.
- b) Whether or not the issue of an instruction by the Project Manager is empowered by these Conditions.
- c) Whether or not a certificate has been improperly withheld or is not in accordance with these Conditions.
- e) Any dispute arising in respect of war risks or war damage.
- f) All other matters shall only be referred to arbitration after the completion or alleged completion of the Works or termination or alleged termination of the Contract, unless the Procuring Entity and the Contractor agree otherwise in writing.

## **244 Arbitration**

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

24.4.2 No arbitration proceedings shall be commenced on any claim or dispute where notice of a claim or dispute has not been given by the applying party within ninety days of the occurrence or discovery of the matter or issue giving rise to the dispute.

24.4.3 Notwithstanding the issue of a notice as stated above, the arbitration of such a claim or dispute shall not commence unless an attempt has in the first instance been made by the parties to settle such claim or dispute amicably with or without the assistance of third parties. Proof of such attempt shall be required.

24.4.4 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, tests or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any certificate.

24.4.5 The Arbitrator shall, without prejudice to the generality of his powers, have powers to open up, review and revise any certificate, opinion, decision, requirement or notice and to determine all matters in dispute which shall be submitted to him in the same manner as if no such certificate, opinion, decision requirement or notice had been given.

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

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

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

24.4.9 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the



Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

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

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

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

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

#### **246 Alternative Arbitration Proceedings**

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

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

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

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

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

24.8.1 Notwithstanding any reference to arbitration herein,

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

### **25. Fraud and Corruption**

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

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

## **B. Time Control**

### **26. Program**

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

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

26.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period stated in the SCC. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount stated in the SCC from the next payment certificate and



continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.

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

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

- 27.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.
- 27.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

## **28. Acceleration**

- 28.1 When the Procuring Entity wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Procuring Entity accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Procuring Entity and the Contractor.
- 28.2 If the Contractor's priced proposals for an acceleration are accepted by the Procuring Entity, they are incorporated in the Contract Price and treated as a Variation.

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

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

## **30. Management Meetings**

- 30.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 30.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Procuring Entity. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

## **31. Early Warning**

- 31.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.
- 31.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

# **C. Quality Control**

## **32. Identifying Defects**

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

### 33. Tests

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

### 34. Correction of Defects

- 34.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the SCC. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 34.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.

### 35. Uncorrected Defects

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

## D. Cost Control

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

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

### 37. Changes in the Contract Price<sup>8</sup>

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

### 38. Variations

- 38.1 All Variations shall be included in updated Programs<sup>9</sup> produced by the Contractor.
- 38.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.
- 38.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.
- 38.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

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

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

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

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

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



- 385 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning
- 386 If the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in Sub-Clause 39.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work
- 387 Value Engineering: The Contractor may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following:
- a) the proposed change(s), and a description of the difference to the existing contract requirements;
  - b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Procuring Entity may incur in implementing the value engineering proposal; and
  - c) a description of any effect(s) of the change on performance/functionality.
- 388 The Procuring Entity may accept the value engineering proposal if the proposal demonstrates benefits that:
- a) accelerate the contract completion period; or
  - b) reduce the Contract Price or the life cycle costs to the Procuring Entity; or
  - c) improve the quality, efficiency, safety or sustainability of the Facilities; or
  - d) yield any other benefits to the Procuring Entity, without compromising the functionality of the Works.
- 389 If the value engineering proposal is approved by the Procuring Entity and results in:
- a) a reduction of the Contract Price; the amount to be paid to the Contractor shall be the **percentage specified in the SCC** of the reduction in the Contract Price; or
  - b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Contractor shall be the full increase in the Contract Price.

### 39. Cash Flow Forecasts

- 39.1 When the Program<sup>11</sup>, is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

### 40. Payment Certificates

- 40.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
- 40.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
- 40.3 The value of work executed shall be determined by the Project Manager.
- 40.4 The value of work executed shall comprise the value of the quantities of work in the Bill of Quantities that have been completed<sup>12</sup>.
- 40.5 The value of work executed shall include the valuation of Variations and Compensation Events.
- 40.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- 40.7 Where the contract price is different from the corrected tender price, in order to ensure the contractor is not paid less or more relative to the contract price (which would be the tender price), payment valuation certificates and variation orders on omissions and additions valued based on rates in the Bill of Quantities or schedule of rates in the Tender, will be adjusted by a plus or minus percentage. The percentage already worked out during tender evaluation is worked out as follows:  $(\text{corrected tender price} - \text{tender price}) / \text{tender price} \times 100$ .

## 41. Payments

- 41.1 Payments shall be adjusted for deductions for advance payments and retention. The Procuring Entity shall pay the Contractor the amounts certified by the Project Manager within 30 days of the date of each certificate. If the Procuring Entity makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.
- 41.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 41.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.
- 41.4 Items of the Works for which no rate or price has been entered in shall not be paid for by the Procuring Entity and shall be deemed covered by other rates and prices in the Contract.

## 42. Compensation Events

42.1 The following shall be Compensation Events:

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

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

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

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

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



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

#### 43. Tax

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

#### 44. Currency of Payment

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

#### 45. Price Adjustment

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

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

where:

the Contract Price payable.

P is the adjustment factor for the portion of

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

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

#### 46. Retention

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

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

#### 47. Liquidated Damages

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

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

#### 48. Bonus

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

#### **49. Advance Payment**

- 49.1 The Procuring Entity shall make advance payment to the Contractor of the amounts stated in the SCC by the date stated in the SCC, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Procuring Entity in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.
- 49.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.
- 49.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

#### **50. Securities**

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

#### **51. Dayworks**

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

#### **52. Cost of Repairs**

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

### **E. Finishing the Contract**

#### **53. Completion**

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

#### **54. Taking Over**

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

#### **55. Final Account**

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

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



## 56. Operating and Maintenance Manuals

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

## 57. Termination

- 57.1 The Procuring Entity or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 57.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:
- a) the Contractor stops work for 30 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
  - b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 30 days;
  - c) the Procuring Entity or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
  - d) a payment certified by the Project Manager is not paid by the Procuring Entity to the Contractor within 84 days of the date of the Project Manager's certificate;
  - e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
  - f) the Contractor does not maintain a Security, which is required;
  - g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the SCC**; or
  - h) if the Contractor, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix A to the GCC, in competing for or in executing the Contract, then the Procuring Entity may, after giving fourteen (14) days written notice to the Contractor, terminate the Contract and expel him from the Site.
- 57.3 Notwithstanding the above, the Procuring Entity may terminate the Contract for convenience.
- 57.4 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.
- 57.5 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC Sub-Clause 56.2 above, the Project Manager shall decide whether the breach is fundamental or not.

## 58. Payment upon Termination

- 58.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as specified in the SCC. Additional Liquidated Damages shall not apply. If the total amount due to the Procuring Entity exceeds any payment due to the Contractor, the difference shall be a debt payable to the Procuring Entity.
- 58.2 If the Contract is terminated for the Procuring Entity's convenience or because of a fundamental breach of Contract by the Procuring Entity, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

## 59. Property

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

## **60. Release from Performance**

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



## SECTION IX - SPECIAL CONDITIONS OF CONTRACT

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
<b>A. General</b>	
<b>GCC 1.1 (q)</b>	The Procuring Entity is <b>KENYA MEDICAL RESEARCH INSTITUTE</b> <b>P.O.BOX 54840-00200,</b> <b>NAIROBI.</b>
<b>GCC 1.1 (u)</b>	The Intended Completion Date for the whole of the Works shall be <b>12 WEEKS</b>
<b>GCC 1.1 (x)</b>	The Project Manager is: <b>Works Secretary,</b> <b>State Department for Public Works,</b> <b>P.O.BOX 30743-00100,</b> <b>NAIROBI.</b>
<b>GCC 1.1 (z)</b>	The Site is located at <b>KEMRI MBAGATHI ESTATE.</b>
<b>GCC 1.1 (cc)</b>	The Start Date shall be as agreed by the Project Manager.
<b>GCC 1.1 (gg)</b>	The Works consist of Refurbishment works and associated electrical and mechanical works
<b>GCC 2.2</b>	Sectional Completions are: <b>N/A</b>
<b>GCC 5.1</b>	The Project manager <i>may</i> delegate any of his duties and responsibilities.
<b>GCC 8.1</b>	Schedule of other contractors: <b>N/A</b>
<b>GCC 9.1</b>	<p><b>Key Personnel</b> GCC 9.1 is replaced with the following:</p> <p>9.1 Key Personnel are the Contractor's personnel named in this GCC 9.1 of the Special Conditions of Contract. The Contractor shall employ the Key Personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of Key Personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.</p> <p>[insert the name/s of each Key Personnel agreed by the Procuring Entity prior to Contract signature.]</p>
<b>GCC 13.1</b>	<p>The minimum insurance amounts and deductibles shall be:</p> <p>(a) for loss or damage to the Works, Plant and Materials: <i>4% of contract price.</i></p> <p>(b) For loss or damage to Equipment: <i>4% of contract price.</i></p> <p>(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract <i>4% of contract price.</i></p> <p>(d) for personal injury or death:</p> <p>(i) of the Contractor's employees: <i>4% of contract price.</i></p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	(ii) of other people: <i>4% of contract price.</i>
<b>GCC 14.1</b>	Site Data are: <i>[list Site Data]</i>
<b>GCC 20.1</b>	The Site Possession Date shall be not later than seven days after site handover.
<b>GCC 23.1 &amp; GCC 23.2</b>	Appointing Authority for the Adjudicator to be agreed by the Project Manager Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: <i>[insert hourly fees and reimbursable expenses]</i> .
<b>B. Time Control</b>	
<b>GCC 26.1</b>	The Contractor shall submit for approval a Program for the Works within <i>Seven</i> days from the date of the Letter of Acceptance.
<b>GCC 26.3</b>	The period between Program updates is <i>30</i> days. The amount to be withheld for late submission of an updated Program is <i>0.1% of contract price per week.</i>
<b>C. Quality Control</b>	
<b>GCC 34.1</b>	The Defects Liability Period is: <i>180</i> days.
<b>D. Cost Control</b>	
<b>GCC 38.9</b>	If the value engineering proposal is approved by the Procuring Entity the amount to be paid to the Contractor shall be ___% <i>(insert appropriate percentage. The percentage is normally up to 50%)</i> of the reduction in the Contract Price.
<b>GCC 44.1</b>	The currency of the Procuring Entity's Country is: <b>Kenya Shillings</b>
<b>GCC 45.1</b>	The Contract <b>is not</b> subject to price adjustment in accordance with GCC Clause 45, and the following information regarding coefficients <b>does not</b> apply. <i>[Price adjustment is mandatory for contracts which provide for time of completion exceeding 18 months]</i> The coefficients for adjustment of prices are: (a) <i>[insert percentage]</i> percent nonadjustable element (coefficient A). (ib) <i>[insert percentage]</i> percent adjustable element (coefficient B). (c) The Index I for shall be <i>[insert index]</i> .
<b>GCC 46.1</b>	The proportion of payments retained is: <b>10 percent</b>
<b>GCC 47.1</b>	The liquidated damages for the whole of the Works are 0.1 percent of the contract sum per week. The maximum amount of liquidated damages for the whole of the Works is 5 percent of the final Contract Price.
<b>GCC 48.1</b>	The Bonus for the whole of the Works is <i>N/A</i> per day. The maximum amount of Bonus for the whole of the Works is <i>N/A</i> of the final Contract Price. <i>[If early completion would provide benefits to the Procuring Entity, this clause should remain; otherwise delete. The Bonus is usually numerically equal to the liquidated damages.]</i>



Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
<b>GCC 49.1</b>	The Advance Payments shall be: <i>N/A</i> and shall be paid to the Contractor no later than <i>[insert date(s)]</i> .
<b>GCC 50.1</b>	<p>The Performance Security amount is 5% <i>denominated in the types and proportions of the currencies in which the Contract Price is payable, or in a freely convertible currency acceptable to the Procuring Entity]</i></p> <p>(a) Performance Security – Bank Guarantee: in the amount(s) of 5 percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount.</p> <p>(b) Performance Security – Performance Bond: in the amount(s) of 5 percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount.</p>
<b>E. Finishing the Contract</b>	
<b>GCC 56.1</b>	<p>The date by which operating and maintenance manuals are required is <i>N/A</i></p> <p>The date by which “as built” drawings are required is <i>N/A</i></p>
<b>GCC 56.2</b>	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 58.1 is <i>N/A</i>
<b>GCC 57.2 (g)</b>	The maximum number of days is: 14 days
<b>GCC 58.1</b>	The percentage to apply to the value of the work not completed, representing the Procuring Entity’s additional cost for completing the Works, is 0.1%

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

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

-----

### **FORMAT**

1. **For the attention of Tenderer's Authorized Representative**

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

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

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

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

3. **Notification of Intention to Award**

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

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

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

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

a) The successful tenderer

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

b) Other Tenderers

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

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

(Note a) State NE if not evaluated

#### 5. How to request a debriefing

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

#### 6. How to make a complaint

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



ii) The complaint can only challenge the decision to award the contract.

iii) You must submit the complaint within the period stated above.

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

7. Standstill Period

i) DEADLINE: The Standstill Period is due to end at midnight on [insert date] (local time).

ii) The Standstill Period lasts ten (14) Days after the date of transmission of this Notification of Intention to Award.

iii) The Standstill Period may be extended as stated in paragraph Section 5 (d) above.

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

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

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

**FORM NO. 2 - 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 of .....dated the...day c  
.....20.....in the matter of Tender No.....of .....20..... 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.....

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FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on.....day of  
.....20.....

**SIGNED**

**Board Secretary**

**FORM NO 3: LETTER OF AWARD**

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

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

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

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

Authorized Signature:.....

Name and Title of Signatory:.....

Name of Procuring Entity.....

Attachment: *Contract Agreement*.....



## FORM NO 4: CONTRACT AGREEMENT

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

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

The Procuring Entity and the Contractor agree as follows:

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

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

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

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

## **FORM NO. 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, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ (in words),<sup>1</sup> such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.
4. This guarantee shall expire, no later than the .... Day of ..... 2.....<sup>2</sup>, and any demand for payment under it must be received by us at the office indicated above on or before that date.
5. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

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

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

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

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

## **FORM No. 6 - PERFORMANCE SECURITY**

### **[Option 2- Performance Bond]**

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

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** \_\_\_\_\_ *[insert name and Address of Procuring Entity]* **Date:** \_\_\_\_\_  
\_\_\_\_\_ *[Insert date of issue]*.

**PERFORMANCE BOND No.:** \_\_\_\_\_

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

1. By this Bond \_\_\_\_\_ as Principal (hereinafter called "the Contractor") and \_\_\_\_\_ as Surety (hereinafter called "the Surety"), are held and firmly bound unto \_\_\_\_\_ as Obligee (hereinafter called "the Procuring Entity") in the amount of \_\_\_\_\_ for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
2. WHEREAS the Contractor has entered into a written Agreement with the Procuring Entity dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for \_\_\_\_\_ in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.
3. NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Procuring Entity to be, in default under the Contract, the Procuring Entity having performed the Procuring Entity's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:
  - 1) complete the Contract in accordance with its terms and conditions; or
  - 2) obtain a tender or tenders from qualified tenderers for submission to the Procuring Entity for completing the Contract in accordance with its terms and conditions, and upon determination by the Procuring Entity and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Procuring Entity and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Procuring Entity to Contractor under the Contract, less the amount properly paid by Procuring Entity to Contractor; or
  - 3) pay the Procuring Entity the amount required by Procuring Entity to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.
4. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.
5. Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Procuring Entity named herein or the heirs, executors, administrators, successors, and assigns of the Procuring Entity.
6. In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this day \_\_\_\_\_ of \_\_\_\_\_ 20\_\_\_\_\_.



SIGNED ON \_\_\_\_\_ on behalf of By \_\_\_\_\_ in the capacity of \_\_\_\_\_ In the presence of \_\_\_\_\_

SIGNED ON \_\_\_\_\_ on behalf of By \_\_\_\_\_ in the capacity of \_\_\_\_\_ In the presence of \_\_\_\_\_

**FORM NO. 7 - ADVANCE PAYMENT SECURITY**

**[Demand Bank Guarantee]**

*[Guarantor letterhead]*

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

**Date:** \_\_\_\_\_ *[Insert date of issue]*

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_ *[Insert guarantee reference number]* **Guarantor:** \_\_\_\_\_

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

1. We have been informed that \_\_\_\_\_ (hereinafter called "the Contractor") has entered into Contract No. \_\_\_\_\_ dated \_\_\_\_\_ with the Beneficiary, for the execution of \_\_\_\_\_ (hereinafter called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum \_\_\_\_\_ (in words) is to be made against an advance payment guarantee.
3. At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ (in words) upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:
  - a) has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
  - b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.
4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Contractor on its account number \_\_\_\_\_ at \_\_\_\_\_.
5. The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the \_\_\_\_\_ day of \_\_\_\_\_, 2<sup>nd</sup>,<sup>2</sup> whichever is earlier. Consequently, demand for payment under this guarantee must be received by us at this office on or before that date.
6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months]*~~*[one year]*~~, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

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

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

*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.*

*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 \_\_\_\_\_] upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or show grounds for your demand or the sum specified therein.
4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the second half of the Retention Money as referred to above has been credited to the Contractor on its account number \_\_\_\_\_ at \_\_\_\_\_ [insert name and address of Applicant's bank].
5. This guarantee shall expire no later than the ..... Day of ....., 2.....<sup>2</sup>, and any demand for payment under it must be received by us at the office indicated above on or before that date.
6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

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

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

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

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



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

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

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

Tender Reference No.: \_\_\_\_\_ [insert identification no]

Name of the Tender Title/Description: \_\_\_\_\_ [insert name of the assignment] to:

\_\_\_\_\_ [insert complete name of Procuring Entity]

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

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

**Details of beneficial ownership**

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

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


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

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

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

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

Name of the Tenderer: .....\*[insert complete name of the Tenderer]\_\_\_\_\_

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

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

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

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

Bidder Official Stamp





## **PARTICULAR PRELIMINARIES**





**PROPOSED REFURBISHMENT OF BLOCK A APARTMENT AT KEMRI MBAGATHI ESTATE, NAIROBI COUNTY**

ITEM	DESCRIPTION	AMOUNT (Kshs).												
	<p style="text-align: center;"><u>PARTICULAR PRELIMINARIES</u></p>													
A	<p><b>PRICING ITEMS OF PRELIMINARIES</b></p> <p>Prices <b>SHALL BE INSERTED</b> against items of “preliminaries” in the tenderer’s priced Bills of Quantities. 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. The contractor is advised to read and understand all preliminary items.</p>													
B	<p><b>SCOPE OF THE CONTRACT</b></p> <p>The works to be carried out under this contract comprise of <b>Refurbishment works and associated Electrical and Mechanical services</b> as described in these Bills of Quantities</p> <p><b>FLOOR AREA</b></p>													
C	<p>Total gross floor area is approximately Nine Hundred and Eighteen Square Metres . The total gross area is given without warranty but for guidance only.</p> <table><tr><td>Ground Floor</td><td>225 SM</td></tr><tr><td>First Floor</td><td>225 SM</td></tr><tr><td>Second Floor</td><td>225 SM</td></tr><tr><td>Third Floor</td><td>225 SM</td></tr><tr><td>Attic Floor</td><td><u>18 SM</u></td></tr><tr><td>Total Approx Area</td><td><u><b>918 SM</b></u></td></tr></table>	Ground Floor	225 SM	First Floor	225 SM	Second Floor	225 SM	Third Floor	225 SM	Attic Floor	<u>18 SM</u>	Total Approx Area	<u><b>918 SM</b></u>	
Ground Floor	225 SM													
First Floor	225 SM													
Second Floor	225 SM													
Third Floor	225 SM													
Attic Floor	<u>18 SM</u>													
Total Approx Area	<u><b>918 SM</b></u>													
D	<p><b>LOCATION OF SITE</b></p> <p>The site is located at KEMRI MBAGATHI ESTATE in Nairobi 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>													
E	<p><b>DESCRIPTION OF THE WORKS</b></p> <p>The works to be carried out under this contract involves Refurbishment works and associated Electrical and Mechanical works at KEMRI MBAGATHI ESTATE in Nairobi County.</p>													
	Carried to Collection													

**PROPOSED REFURBISHMENT OF BLOCK A APARTMENT AT KEMRI MBAGATHI ESTATE, NAIROBI COUNTY**

ITEM	DESCRIPTION	AMOUNT (Kshs).
A	<p><b>MEASUREMENTS</b></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 14 (contract Price and Payment) of the Conditions of Contract. The discrepancies shall then be treated as a variation and be dealt with in accordance with Clause 13 (variations and adjustment) of the said Conditions.</p>	
B	<p><b>CLEARING AWAY</b></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>	
C	<p><b>CLAIMS</b></p> <p>It shall be a condition of this contract that upon it becoming reasonably apparent to the Contractor that he has incurred losses and/or expenses due to any of the contract conditions, or by any other reason whatsoever, he shall present such claim or intent to claim notice to the PROJECT MANAGER within the contract period. No claims shall be entertained upon the expiry of the said contract period.</p>	
D	<p><b>PAYMENTS</b></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 site: all in accordance with Clause 14 of the General Conditions of contract. 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>	
E	<p><b>PREVENTION OF ACCIDENT, DAMAGE OR LOSS</b></p> <p>The Contractor is notified that these works are to be carried out on a restricted site where the client is going on with other normal activities. The Contractor is instructed to take reasonable care in the execution of the works as to prevent accidents, damage or loss and disruption of normal activities being carried out by the Client. The Contractor shall allow in his rates any expense he deems necessary by taking such care within the site.</p>	
	Carried to Collection	

ITEM	DESCRIPTION	AMOUNT (Kshs).
A	<p><b>WORKING CONDITIONS</b></p> <p>The contractor must control noise and dust throughout the course of the contract.</p>	
B	<p><b>SIGNBOARD</b></p> <p>Allow for providing, erecting, maintaining throughout the course of the Contract and afterwards clearing away a signboard as designed, specified and approved by the Project Manager.</p>	
C	<p><b>LABOUR CAMPS</b></p> <p>The Contractor shall not be allowed to house labour on site. Allow for transporting workers to and from the site during the tenure of the contract.</p>	
D	<p><b>MATERIALS FROM DEMOLITIONS</b></p> <p>Any materials arising from demolitions and not re-used shall become the property of the government. The Contractor shall allow in his rates the cost of transporting the demolished materials</p>	
E	<p><b>PRICING RATES</b></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>	
F	<p><b>SECURITY</b></p> <p>The Contractor shall allow for providing adequate security for the works 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 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>	
G	<p><b>URGENCY OF THE WORKS</b></p> <p>The Contractor is notified that these "works are urgent" and should be completed within the period stated in these Particular Preliminaries. The Contractor shall allow in his rates for any costs he deems that he may incur by having to complete the works within the stipulated contract period.</p>	
	Carried to Collection	



ITEM	DESCRIPTION	AMOUNT (Kshs).
A	<p><b>PAYMENT FOR MATERIALS ON SITE</b></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>	
B	<p><b>EXISTING SERVICES</b></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>	
C	<p><b>BID SECURITY</b></p> <p>The Bidder shall furnish, as part of his bid, a security as specified in the tender advertisement.</p> <p>The bid security shall, at the bidder's option, be in the form of a certified cheque, bank draft, standby letter of credit or guarantee from a reputable bank located in Kenya or foreign bank which has been determined by the bidder to be acceptable to the Government. The format of the bank guarantee shall be in accordance with the sample forms of bid security included in the post qualification forms, other formats may be permitted, subject to the prior approval of the Government. Letters of credit, bank</p> <p>Guarantees issued as surety for the bid shall be valid for a period of One Hundred and Fifty (156) days from the date of Tender Opening.</p>	
D	<p><b>PERFORMANCE BOND</b></p> <p>The Contractor shall find and submit on the Form of Tender an approved bank and who will be willing to be bound the Government in and amount equal to five per cent (5%) of the Contract amount for the due performances of the Contract up to the date of completion as certified by the PROJECT MANAGER and who will when and if called upon, sign a Bond to that effect on the relevant standard form included herein. (without the addition of any limitations) on the same day as the Contract Agreement is signed, by the Government, the Contractor shall furnish within seven days another Surety to the approval of the Government.</p> <p>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>	
E	<p><b>TENDER DOCUMENTS</b></p> <p>Tender documents are as listed in Clause 6.1 of the Instruction to Tenderer's Page 4</p>	
	Carried to Collection	

**PROPOSED REFURBISHMENT OF BLOCK A APARTMENT AT KEMRI MBAGATHI ESTATE, NAIROBI COUNTY**

ITEM	DESCRIPTION	AMOUNT (Kshs).
A	<p><b>DELIVERY OF TENDER</b></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>	
B	<p><b>VALUE ADDED TAX</b></p> <p>The Contractor's attention is drawn to the Legal Notice in the Finance Act part 3 Section 21(b) operative from 1<sup>st</sup> 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><b>NB: VAT SHALL BE INCLUDED IN THE RATES</b></p>	
C	<p><b>FIRM PRICE CONTRACT</b></p> <p>Unless otherwise specifically stated, this is a firm price contract and the Contractor must allow in his tender rates for any increase in the cost of labour and/or materials during the currency of the contract.</p>	
	Carried to Collection	

**PROPOSED REFURBISHMENT OF BLOCK A APARTMENT AT KEMRI MBAGATHI ESTATE, NAIROBI COUNTY**

[illegible]

**PROPOSED REFURBISHMENT OF BLOCK A APARTMENT AT KEMRI MBAGATHI ESTATE, NAIROBI COUNTY**

[illegible]



**PROPOSED REFURBISHMENT OF BLOCK A APARTMENT AT KEMRI MBAGATHI ESTATE, NAIROBI COUNTY**

ITEM	DESCRIPTION	AMOUNT (Kshs).
	<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	
	TOTAL FOR PARTICULAR PRELIMINARIES CARRIED TO GRAND SUMMARY	

## **GENERAL PRELIMINARIES**



PROPOSED REFURBISHMENT OF BLOCK A APARTMENT AT KEMRI MBAGATHI ESTATE, NAIROBI COUNTY

ITEM	DESCRIPTION	AMOUNT(Kshs)
	<u>GENERAL PRELIMINARIES</u>	
A.	<p><b>PRICING OF ITEMS OF PRELIMINARIES AND PREAMBLES</b></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.	<p><b>ABBREVIATIONS</b></p> <p>Throughout these Bills, units of measurement and terms are abbreviated and shall be interpreted as follows:-</p> <p><i>C.M.</i> Shall mean cubic metre</p> <p><i>S.M.</i> Shall mean square metre</p> <p><i>L.M.</i> Shall mean linear metre</p> <p><i>MM</i> Shall mean Millimetre</p> <p><i>Kg.</i> Shall mean Kilogramme</p> <p><i>No.</i> Shall mean Number</p> <p><i>Prs.</i> Shall mean Pairs</p> <p><i>B.S.</i> Shall mean the British Standard Specification Published by the British Standards Institution, 2 Park Street, London W.I., England.</p> <p><i>Ditto</i> Shall mean the whole of the preceding description except as qualified in the description in which it occurs.</p> <p><i>m.s.</i> Shall mean measured separately.</p> <p><i>a.b.d</i> Shall mean as before described.</p>	
C	<p><b>EXCEPTION TO THE STANDARD METHOD OF MEASUREMENT</b></p> <p><i>Attendance</i> ; Clause B19(a) of the Standard Method of Measurement is deleted and the following clause is substituted:-</p> <p>Attendance on nominated Sub-Contractors shall be given as an item in each case shall be deemed to include: allowing use of standing scaffolding, mess rooms, sanitary accommodation and welfare facilities; provision of special scaffolding where necessary; providing space for office accommodation and for storage of plant and materials; providing light and water for their work; clearing away rubbish; unloading checking and hoisting; providing electric power and removing and replacing duct covers, pipe casings and the like necessary for the execution and testing of Sub- Contractors' work and being responsible for the accuracy of the same.</p> <p><i>Fix Only</i>:-</p> <p>'Fix Only' shall mean take delivery at nearest railway station (Unless otherwise stated), pay all demurrage charges, load and transport to site where necessary, unload, store, unpack, assemble as necessary, distribute to position, hoist and fix only.</p>	
	<i>Carried to collection</i>	



PROPOSED REFURBISHMENT OF BLOCK A APARTMENT AT KEMRI MBAGATHI ESTATE,NAIROBI COUNTY.

ITEM	DESCRIPTION	AMOUNT(Kshs)
A	<p><b>EMPLOYER</b></p> <p>The 'Employer' is KENYA MEDICAL RESEARCH INSTITUTE</p> <p>The term 'Employer' and 'Government' wherever used in the contract document shall be synonymous</p>	
B	<p><b>PROJECT MANAGER</b></p> <p>The term 'P.M.' wherever used in these Bills of Quantities shall be deemed to imply the Project Manager as defined in Condition 1 of the Conditions of Contract or such person or persons as may be duly authorised to represent him on behalf of the Government.</p>	
C	<p><b>ARCHITECT</b></p> <p>The term 'Architect' shall be deemed to mean 'The P.M.' as defined above whose address unless otherwise notified is State Department for Public Works, P.O. Box 30743, NAIROBI.</p>	
D	<p><b>QUANTITY SURVEYOR</b></p> <p>The term 'Quantity Surveyor' shall be deemed to mean 'The P.M.' as defined above whose address unless otherwise notified is State Department for Public Works, P.O. Box 30743, NAIROBI.</p>	
E	<p><b>ELECTRICAL ENGINEER</b></p> <p>The term 'Electrical Engineer' shall be deemed to mean 'The P.M.' as defined above whose address unless otherwise notified is State Department for Public Works, P.O. Box 30743, NAIROBI.</p>	
F	<p><b>MECHANICAL ENGINEER</b></p> <p>The term 'Mechanical Engineer' shall be deemed to mean 'The P.M.' as defined above whose address unless otherwise notified is State Department for Public Works, P.O. Box 30743, NAIROBI.</p>	
G	<p><b>STRUCTURAL ENGINEER</b></p> <p>The term 'Structural Engineer' shall be deemed to mean 'The P.M.' as defined above whose address unless otherwise notified is State Department for Public Works, P.O. Box 30743, NAIROBI.</p>	
H	<p><b>FORM OF CONTRACT</b></p> <p>The Form of Contract shall be as stipulated in the Republic of Kenya's Standard Tender Document for Procurement of Works ( Building and associated Civil Engineering Works ( April 2022 Edition) included herein The Conditions of Contract are also included herein These are numbered from 61 to 76 of these tender documents.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>	
	<i>Carried to collection</i>	

ITEM	DESCRIPTION	AMOUNT(Kshs)
A.	<p><b>PLANT, TOOLS AND VEHICLES</b></p> <p>Allow for providing all scaffolding, plant, tools and vehicles required for the work except in so far as may be stated otherwise herein and except for such items specifically and only required for the use of nominated Sub-Contractors as described herein. No timber used for scaffolding, formwork or temporary works of any kind shall be used afterwards in the permanent work.</p>	
B.	<p><b>TRANSPORT.</b></p> <p>Allow for transport of workmen, materials, etc., to and from the site at such hours and by such routes as may be permitted by the competent authorities.</p>	
C.	<p><b>MATERIALS AND WORKMANSHIP.</b></p> <p>All materials and workmanship used in the execution of the work shall be of the best quality and description unless otherwise stated. The Contractor shall order all materials to be obtained from overseas immediately after the Contract is signed and shall also order materials to be obtained from local sources as early as necessary to ensure that they are onsite when required for use in the works. The Bills of Quantities shall not be used for the purpose of ordering materials.</p>	
D.	<p><b>SIGN FOR MATERIALS SUPPLIED.</b></p> <p>The Contractor will be required to sign a receipt for all articles and materials supplied by the PROJECT MANAGER at the time of taking delivery 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>	
E.	<p><b>STORAGE OF MATERIALS</b></p> <p>The Contractor shall provide at his own risk and cost where directed on the site weather proof lock-up sheds and make good damaged or disturbed surfaces upon completion to the satisfaction of the PROJECT MANAGER. Nominated Sub-Contractors are to be made liable for the cost of any storage accommodation provided especially for their use.</p>	
F	<p><b>SAMPLES</b></p> <p>The Contractor shall furnish at his own cost any samples of materials or workmanship including concrete test cubes required for the works that may be called for by the PROJECT MANAGER for his approval until such samples are approved by the PROJECT MANAGER and the PROJECT MANAGER, may reject any materials or workmanship not in his opinion to be up to approved samples. The PROJECT MANAGER shall arrange for the testing of such materials as he may at his discretion deem desirable, but the testing shall be made at the expense of the Contractor and not at the expense of the PROJECT MANAGER. 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(Kshs)
A.	<p><b>GOVERNMENT ACTS REGARDING WORKPEOPLE ETC.</b></p> <p>Allow for complying with all Government Acts, Orders and Regulations in connection with the employment of Labour and other matters related to the execution of the works. In particular the Contractor's attention is drawn to the provisions of the Factory Act 1950 and his tender must include for all costs arising or resulting from compliance with any Act, Order or Regulation relating to Insurances, pensions and holidays for workpeople or so the safety, health and welfare of the workpeople. The Contractor must make himself fully acquainted with current Acts and Regulations, including Police Regulations regarding the movement, housing, security and control of labour, labour camps, passes for transport, etc. It is most important that the Contractor, before tendering, shall obtain from the relevant Authority the fullest information regarding all such regulations and/or restrictions which may affect the information regarding all such regulations and/or restrictions which may affect the organisation of the works, supply and control of labour, etc., and allow accordingly in his tender.</p> <p>No claim in respect of want of knowledge in this connection will be entertained.</p>	
B.	<p><b>PUBLIC AND PRIVATE ROADS.</b></p> <p>Maintain as required throughout the execution of the works and make good any damage to public or private roads arising from or consequent upon the execution of the works to the satisfaction of the local and other competent authority and the PROJECT MANAGER</p>	
C.	<p><b>EXISTING PROPERTY.</b></p> <p>The Contractor shall take every precaution to avoid damage to all existing property including roads, cables, drains and other services and he will be held responsible for and shall make good all such damage arising from the execution of this contract at his own expense to the satisfaction of the PROJECT MANAGER</p>	
D.	<p><b>VISIT SITE AND EXAMINE DRAWINGS.</b></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>	
E.	<p><b>ACCESS TO SITE AND TEMPORARY ROADS.</b></p> <p>Means of access to the Site shall be agreed with the PROJECT MANAGER prior to commencement of the work and Contractor must allow for building any necessary temporary access roads for the transport of the materials, plant and workmen as may be required for the complete execution of the works including the provision of temporary culverts, crossings, bridges, or any other means of gaining access to the Site. Upon completion of the works, the Contractor shall remove such temporary access roads; temporary culverts, bridges, etc., and make good and reinstate all works and surfaces disturbed to the satisfaction of the PROJECT MANAGER</p>	
F.	<p><b>AREA TO BE OCCUPIED BY THE CONTRACTOR</b></p> <p>The area of the site which may be occupied by the Contractor for use of storage and for the purpose of erecting workshops, etc., shall be defined on site by the PROJECT MANAGER</p>	
	<i>Carried to collection</i>	



ITEM	DESCRIPTION	AMOUNT(Kshs)
A.	<p><b>OFFICE ETC. FOR THE PROJECT MANAGER</b></p> <p>The Contractor shall provide, erect and maintain where directed on site and afterwards dismantle the site office of the type noted in the Particular Preliminaries, complete with Furniture. He shall also provide a strong metal trunk complete with strong hasp and staple fastening and two keys. He shall provide, erect and maintain a lock-up type water or bucket closet for the sole use of the PROJECT MANAGER including making temporary connections to the drain where applicable to the satisfaction of Government and Medical Officer of Health and shall provide services of cleaner and pay all conservancy charges and keep both office and closet in a clean and sanitary condition from commencement to the completion of the works and dismantle and make good disturbed surfaces. The office and closet shall be completed before the Contractor is permitted to commence the works. The Contractor shall make available on the Site as and when required by the 'PROJECT MANAGER' a modern and accurate level together with levelling staff, ranging rods and 50 metre metallic or linen tape.</p>	
B.	<p><b>WATER AND ELECTRICITY SUPPLY FOR THE WORKS</b></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>	
C.	<p><b>SANITATION OF THE WORKS</b></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>	
D.	<p><b>SUPERVISION AND WORKING HOURS</b></p> <p>The works shall be executed under the direction and to the entire satisfaction in all respects of the PROJECT MANAGER who shall at all times during normal working hours have access to the works and to the yards and workshops of the Contractor and sub-Contractors or other places where work is being prepared for the contract.</p>	
E.	<p><b>PROVISIONAL SUMS.</b></p> <p>The term 'Provisional Sum' wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7(i) of the Standard Method of Measurement. Such sums are net and no addition shall be made to them for profit.</p>	
F.	<p><b>PRIME COST (OR P.C.) SUMS.</b></p> <p>The term 'Prime Cost Sum' or 'P.C. Sum' wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7 (ii) of the Standard Method of Measurement. Persons or firms nominated by the PROJECT MANAGER to execute work or to provide and fix materials or goods are described herein as Nominated Sub-Contractors. Persons or firms so nominated to supply goods or materials are described herein as Nominated Suppliers.</p>	
G.	<p><b>PROGRESS CHART.</b></p> <p>The Contractor shall provide, before signing the contract 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>	
	<i>Carried to collection</i>	



ITEM	DESCRIPTION	AMOUNT (Kshs)
A.	<p>ADJUSTMENT OF P.C. SUMS.</p> <p>In the final account all P.C. Sums shall be deducted and the amount properly expended upon the PROJECT MANAGER'S order in respect of each of them added to the Contract sum. The Contractor shall produce to the PROJECT MANAGER such quotations, invoices or bills, properly receipted, as may be necessary to show the actual details of the sums paid by the Contractor. Items of profit upon P.C. Sums shall be adjusted in the final account pro-rata to the amount paid. Items of 'attendance' (as previously described) following P.C. Sums shall be adjusted pro-rata to the physical extent of the work executed (not pro-rata to the amount paid) and this shall apply even though the Contractor's priced Bill shows a percentage in the rate column in respect of them. Should the Contractor be permitted to tender and his tender be accepted of any work for which a P.C. Sum is included in these Bill of Quantities profit and attendance will be allowed at the same rate as it would be if the work were executed by a Nominated Sub-Contractor.</p>	
B.	<p>ADJUSTMENT OF PROVISIONAL SUMS.</p> <p>In the final account all Provisional Sums shall be deducted and the value of the work properly executed in respect of them upon the PROJECT MANAGER's order added to the Contract Sum. Such work shall be valued, but should any part of the work be executed by a Nominated Sub-Contractor, the value of such work or articles for the work to be supplied by a Nominated Supplier, the value of such work or articles shall be treated as a P.C. Sum and profit and attendance comparable to that contained in the priced Bills of Quantities for similar items added.</p>	
C.	<p>NOMINATED SUB-CONTRACTORS</p> <p>When any work is ordered by the PROJECT MANAGER to be executed by nominated sub-contractors, the Contractor shall enter into sub-contracts and shall thereafter be responsible for such sub-contractors in every respect. Unless otherwise described the Contractor is to provide for such Sub-Contractors any or all of the facilities described in these Preliminaries. The Contractor should price for these with the nominated Sub-contract Contractor's work concerned in the P.C. Sums under the description 'add for Attendance'.</p>	
C.	<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>	
D.	<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>	
	Carried to collection	

ITEM	DESCRIPTION	AMOUNT(Kshs)
A.	<p><b>INSURANCE</b></p> <p>The Contractor shall insure as required in Conditions No. 18 of the General Conditions of Contract. No payment on account of the work executed will be made to the Contractor until he has satisfied the PROJECT MANAGER either by production of an Insurance Policy or and Insurance Certificate that the provision of the foregoing Insurance Clauses have been complied with in all respects. Thereafter the PROJECT MANAGER shall from time to time ascertain that premiums are duly paid up by the Contractor who shall if called upon to do so, produce the receipted premium renewals for the PROJECT MANAGER's inspection.</p>	
B.	<p><b>PROVISIONAL WORK</b></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. If the Contractor makes default in these respects he shall if the PROJECT MANAGER so directs uncover the work to enable all measurements to be taken and afterwards reinstate at his own expense.</p>	
C.	<p><b>ALTERATIONS TO BILLS, PRICING, ETC.</b></p> <p>Any unauthorised alteration or qualification made to the text of the Bills of Quantities may cause the Tender to be disqualified and will in any case be ignored. The Contractor shall be deemed to have made allowance in his prices generally to cover any items against which no price has been inserted in the priced Bills of Quantities. All items of measured work shall be priced in detail and the Tenders containing Lump Sums to cover trades or groups of work must be broken down to show the price of each item before they will be accepted.</p>	
D.	<p><b>BLASTING OPERATIONS</b></p> <p>Blasting will only be allowed with the express permission of the PROJECT MANAGER in writing. All blasting operations shall be carried out at the Contractor's sole risk and cost in accordance with any Government regulations in force for the time being, and any special regulations laid down by the PROJECT MANAGER governing the use and storage of explosives.</p>	
E.	<p><b>MATERIALS ARISING FROM EXCAVATIONS</b></p> <p>Materials of any kind obtained from the excavations shall be the property of the Government. Unless 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>	
F.	<p><b>PROTECTION OF THE WORKS.</b></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>	
G.	<p><b>REMOVAL OF RUBBISH ETC.</b></p> <p>Removal of rubbish and debris from the Buildings and site as it accumulates and at the completion of the works and remove all plant, scaffolding and unused materials at completion.</p>	
	<i>Carried to Collection</i>	

ITEM	DESCRIPTION	AMOUNT(Kshs)
A.	<p><b>WORKS TO BE DELIVERED UP CLEAN</b></p> <p>Clean and flush all gutters, rainwater and waste pipes, manholes and drains, wash (except where such treatment might cause damage) and clean all floors, sanitary fittings, glass inside and outside and any other parts of the works and remove all marks, blemishes, stains and defects from joinery, fittings and decorated surfaces generally, polish door furniture and bright parts of metalwork and leave the whole of the buildings watertight, clean, perfect and fit for occupation to the approval of the PROJECT MANAGER</p>	
B.	<p><b>GENERAL SPECIFICATIONS</b></p> <p>For the full description of materials and workmanship, method of execution of the work and notes for pricing, the Contractor is referred to the Ministry of Roads and Public Works and Housing General Specification dated 1976 or any subsequent revision thereof which is issued as a separate document, and which shall be allowed in all respects unless it conflicts with the General Preliminaries, Trade Preambles or other items in these Bills of Quantities.</p>	
C.	<p><b>TRAINING LEVY</b></p> <p>The Contractor's attention is drawn to legal notice No. 237 of October, 1971, which requires payment by the Contractor of a Training Levy at the rate of 1/4 % of the Contract sum on all contracts of more than Kshs. 50,000.00 in value.</p>	
D.	<p><b>MATERIALS ON SITE</b></p> <p>All materials for incorporation in the works must be stored on or adjacent to the site before payment is effected unless specifically exempted by the PROJECT MANAGER. This includes the materials of the Main Contractor, Nominated Sub-Contractors and Nominated Suppliers.</p>	
E.	<p><b>HOARDING</b></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 for a total length of approximately One hundred meters. 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>	
F.	<p><b>CONTRACTOR'S SUPERINTENDENCE/SITE AGENT</b></p> <p>The Contractor shall constantly keep on the works a literate English speaking Agent or Representative, competent and experienced in the kind of work involved who shall give his whole experience in the kind of work involved and shall give his whole time to the superintendence of the works. Such Agent or Representative shall receive on behalf of the Contractor all directions and instructions from the Project Manager and such directions shall be deemed to have been given to the Contractor in accordance with the Conditions of Contract.</p>	
	<i>Carried to Collection</i>	



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## **PREAMBLES AND PRICING NOTES**



## PREAMBLES AND PRICING NOTES

### A. GENERALLY

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

### 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, Public Works and Housing "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 as 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.



#### **A. 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.

#### **B. IRONMONGERY**

Ironmongery shall be as 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 quality, he must inform the Project Manager and obtain approval in writing.

#### **C. STRUCTURAL STEELWORK**

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

#### A. PLASTERWORK AND OTHER FINISHES

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

Prices for pavings 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.

#### B. 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.

#### C. PAINTING

All paint shall be 1<sup>st</sup> quality "Crown" or other equal and approved

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.



## **BUILDER'S WORK**





## DEMOLITIONS



ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>DEMOLITIONS</u>				
	<u>PRICING NOTES</u>				
	<u>Tenderers are strongly advised to read the following notes before pricing this section. Any query should be referred to the Project Manager</u>				
1	The unit of billing in this section is "item" .				
2	Rates shall include the following in addition to what is described in the particular item:				
	(a)Clearing debris with speed on a daily basis as they arise , cleaning of affected surfaces as necessary , and removal of the debris from site to approved dumping sites . Accumulation of debris within the site shall not be allowed.				
	(b)All work shall be carefully executed with the particular aim of preserving the items being removed and minimizing damages to adjacent finishes ,structures , or components including providing all necessary support to the remaining part of work(walls,floors etc).				
	(c)Amounts quoted for removing components shall be deemed to be inclusive of cleaning,handling,storage on site, and disposing as directed by Project Manager.				
	(d)Amounts quoted should include for any temporary support to adjacent areas while carrying out demolition work as directed by the Project Manager.				
	(e)The Contractor will not be allowed to use any salvaged material without the express permission of the architect /engineer in which case he will be expected to give a discount for materials used at a rate to be agreed upon by the quantity surveyor.				
A	Carefully remove broken precast concrete slabs around the building and cart away as directed ( Approx. 53 sm )		ITEM		
B	Carefully hack of worn out plaster on plinth surfaces and prepare surfaces to receive new finish and cart away debris as directed ( Approx. 48 sm )		ITEM		
	Carried to collection				



ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
A	Carefully remove metal box gutters and cart away as directed ( Approx. 126 lm)		ITEM		
B	Carefully remove down metal downpipes and cart away as directed ( Approx. 260 lm )		ITEM		
C	Carefully hackoff screed on flat roof and prepare surfaces to receive new finish ( Approx. 15 sm )		ITEM		
D	Carefully demolish kitchen worktops ;size 600 x 900mm high;including divisions,shelving and doors and cart away as directed ( Approx. 48 lm )		ITEM		
E	Carefully remove and set aside granite top and store for refixing back (Approx. 28 sm )		ITEM		
F	Carefully demolish existing chipboard finish, excluding brandering and including matching cornice and cart away as directed ( Approx. 174 sm )		ITEM		
G	Carefully demolish timber frames finishes to eaves of roofing and cart away and directed ( Approx. 62 sm )		ITEM		
	Carried to collection below				
	<u>COLLECTION</u> FROM PAGE DW/1 FROM ABOVE				
	<b>TOTAL FOR DEMOLITIONS WORKS CARRIED TO BUILDER'S WORK SUMMARY</b>	Kshs.			

## GROUND FLOOR



ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	ELEMENT NO. 1				
	SUBSTRUCTURES (ALL PROVISIONAL)				
	Plinth finishes				
	Cement/sand (1:3) render as described to:-				
A	16mm Thick render to plinths.	48	SM		
	Prepare and apply three coats of bituminous paint from approved sources to:-				
B	Rendered plinth surfaces	48	SM		
	Pre-cast concrete paving slabs as described in:-				
C	600 x 600 x 50mm Thick precast concrete paving slabs, laid on and including 100mm thick bed of sand and pointed at the joints with cement sand (1:3) mortar	53	SM		
	TOTAL FOR ELEMENT NO. 1 (SUBSTRUCTURES) CARRIED TO SUMMARY	Kshs.			









ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b>ELEMENT NO. 5</b>				
	<b>INTERNAL FINISHES</b>				
	<b>Wall finishes</b>				
	<u>Scrap off old paint and prepare surfaces including skimming to receive new paint to:</u>				
A	Walls and concrete surfaces <u>Prepare, touch up one coat universal undercoat and three coats vinyl matt emulsion paint from "Crown Paints" or other equal approved to:-</u>	540	SM		
B	Previously painted surfaces of walls and concrete surfaces <b>Ceiling finishes</b> <u>Scrap off old paint and prepare surfaces including skimming to receive new paint to :</u>	540	SM		
C	Ceiling surfaces <u>Prepare, touch up one coat universal undercoat and three coats vinyl matt emulsion paint from "Crown Paints" or other equal approved to:-</u>	184	SM		
D	Previously painted surfaces ceilings	184	SM		
	<b>Staircase</b> <u>Scrap off,prepare surface, touch up one coat universal undercoat and three coats vinyl matt emulsion paint from "Crown Paints" or other equal approved to:-</u>				
E	Slopping soffits of staircase	8	SM		
F	Soffits of landings <b>Railings</b> <u>Scrap off,prepare surfaces, touch up and apply three coats of first quality gloss oil paint as 'Crown Paints' or other equal and approved to:-</u>	4	SM		
G	General surfaces of balcony railings <u>Scrap off,sand and polish,knot, prime stop and apply three coats stained polyurethane varnish from approved sources to:-</u>	7	SM		
H	Surfaces of wooden handrails;100-200mm girth	6	LM		
	<b>TOTAL FOR ELEMENT NO. 5(INTERNAL FINISHES) CARRIED TO SUMMARY</b>	Kshs.			



ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b>ELEMENT NO. 6</b>				
	<b><u>JOINERY, FIXTURE AND FITTINGS</u></b>				
	<u>The following in various countertops overall size 600mm wide x 900mm high; 12m long</u>				
	<u>Wall underneath countertops</u>				
A	100 mm thick reinforced with hoop iron at alternate courses approved local natural stone walling; chisel dressed both sides; bedding, jointing and pointing in cement sand (1:3) mortar	4	SM		
	<u>Concrete works</u>				
B	100mm thick concrete (1:3:6) benching	7	SM		
C	75mm thick reinforced concrete (1:2:4) worktop	7	SM		
	<u>Reinforcement</u>				
	<u>Mesh fabric reinforcement to B.S 4483 and setting in concrete with 300mm side and end laps (measured net-allow for laps).</u>				
D	Fabric ref. A142 weighing 2.22 kg/ sq.metre, in surface bed.	7	SM		
	<u>Sawn formwork to:</u>				
E	Soffits of worktop	7	SM		
F	Edges of worktop not exceeding 75mm high	13	LM		
G	Ditto benching 75-150mm high	13	LM		
H	Boxing to form kitchen sink pocket, size 500 x 400 x 75mm high	2	NO		
	<u>Cement and sand (1:3) screed; steel float finish as described in :</u>				
J	32mm thick screed to receive ceramic floor tiles (m/s)	7	SM		
	<u>Non-slip ceramic floor tiles as "SAJ" or other equal and approved in</u>				
K	600 x 300 x 8mm Thick coloured Non-slip ceramic tiles laid in 6mm thick continuous joints both ways and fixed with and including spacers and cement/sand (1:4) mortar mix backing and grouted.	7	SM		
L	600 x 100 x 10mm high skirting; ditto	22	LM		
	<b>Carried to collection</b>				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>Finishes</u>				
	<u>Cement and sand (1:3) render; steel trowelled:-</u>				
A	Apply 9mm thick first coat of cement /sand (1:3) plaster and then 3mm thick second coat of cement /lime (1:5) putty steel trowelled smooth to walls including skimming.	8	SM		
	<u>Cement and sand (1:4) screeding</u>				
B	10mm thick screed to countertop slab to receive granite top (m/s)	7	SM		
	<u>Prepare, touch up one coat universal undercoat and three coats vinyl matt emulsion paint from Crown Paints or other equal approved sources to:-</u>				
C	Plastered Surfaces; underneath walls	8	SM		
	<u>Granite tops</u>				
D	Carefully fix back the set aside granite top on prepared screed on concrete to Architect's approval	7	SM		
	<u>Blockboard to B.S 3444</u>				
E	25mm thick laminated particle board division and shelving	7	SM		
F	Ditto 375x 800mm laminated particle board doors lipped all round	32	NO		
	<u>Wrot mahogany</u>				
G	50 x 25mm mahogany timber bearers	40	LM		
	<u>Supply and fix the following ironmongery in "UNION" or other equal and approved in matching screws</u>				
H	Malpha hinges	64	NO		
J	Brass door lock	16	NO		
K	Brass cabinet door handles	32	NO		
L	Magnetic door catches	16	NO		
	Carried to collection below				
	COLLECTION FROM GF/6 FROM ABOVE				
	TOTAL FOR ELEMENT NO. 6 ( JOINERY, FIXTURE AND FITTINGS) CARRIED TO SUMMARY	Kshs.			

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<p><u>ELEMENT NO.7</u></p> <p><u>BUILDER'S WORK IN CONNECTION WITH SPECIALIST SERVICES</u></p> <p><u>The contractor shall inspect all architectural, mechanical, electrical and structural drawings as provided; allow for all builders work associated with all the specialist works</u></p> <p><u>The builders work shall include but not limited to:-</u></p> <p>a) Chases in wall, concrete work, and make good</p> <p>b) Forming, making or leaving holes, etc in masonry concrete or wood work</p> <p>c) Making good all disturbed area</p> <p>d) Excavations refill and disposal to spoil</p> <p><u>All provisional</u></p> <p><u>Mechanical Works</u></p> <p>A Cut chase in masonry walls for 25mm diameter pipe and make good after plumbing 30 LM</p> <p>B Ditto 32mm diameter pipe 12 LM</p> <p>C Ditto 40mm diameter pipe 20 LM</p> <p>D Cut chase in 150mm thick concrete slab for 50mm diameter pipe 20 LM</p> <p>E Allow for boxing 100mm pipe diameter pipe in cement and sand mortar (1:3) mix including chicken wire reinforcement and plaster surfaces smooth to receive paint 50 LM</p>				
	TOTAL FOR ELEMENT NO. 7 ( BUILDER'S WORK IN CONNECTION WITH SPECIALIST SERVICES) CARRIED TO SUMMARY	Kshs.			

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ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	ELEMENT NO. 1				
	DOORS				
	Scrap off,prepare, touch up and apply three coats of first quality gloss oil paint as 'Crown Paints' or other equal and approved to:-				
A	General surfaces of timber doors	37	SM		
B	Ditto not exceeding 100mm girth	228	LM		
C	Ditto between 200mm to 300mm girth	124	LM		
	TOTAL FOR ELEMENT NO. 1 (DOORS) CARRIED TO SUMMARY	Kshs.			





ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	ELEMENT NO. 3				
	EXTERNAL FINISHES				
	Wall finishes				
	Scrap off old paint,clean surfaces free of dust and fallen materials and prepare surfaces to receive new paint to :				
A	Walls and concrete surfaces;externally	215	SM		
	Prepare and apply three coats exterior Duraplast quality paint as 'Crown Paints' or other equal and approved to:-				
B	Previously painted surfaces of walls and concrete surfaces;externally	215	SM		
	Railings				
	Scrap off,prepare, touch up and apply three coats of first quality gloss oil paint as 'Crown Paints' or other equal and approved to:-				
C	General surfaces of balcony railings	7	SM		
D	Ditto lobby railings	5	SM		
	TOTAL FOR ELEMENT NO. 3 (EXTERNAL FINISHES) CARRIED TO SUMMARY	Kshs.			

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b>ELEMENT NO. 4</b>				
	<b>INTERNAL FINISHES</b>				
	<u>Wall finishes</u>				
	<u>Scrap off old paint and prepare surfaces including skimming to receive new paint to:-</u>				
A	Walls and concrete surfaces	540	SM		
	<u>Prepare, touch up one coat universal undercoat and three coats vinyl matt emulsion paint from "Crown Paints" or other equal approved to:-</u>				
B	Previously painted surfaces of walls and concrete surfaces	540	SM		
	<u>Ceiling finishes</u>				
	<u>Scrap off old paint and prepare surfaces including skimming to receive new paint to :-</u>				
C	Ceiling surfaces	184	SM		
	<u>Prepare, touch up one coat universal undercoat and three coats vinyl matt emulsion paint from "Crown Paints" or other equal approved to:-</u>				
D	Previously painted surfaces ceilings	184	SM		
	Staircase				
	<u>Scrap off,prepare, touch up one coat universal undercoat and three coats vinyl matt emulsion paint from "Crown Paints" or other equal approved to:-</u>				
E	Slopping soffits of staircase	8	SM		
F	Soffits of landings	4	SM		
	<u>Railings</u>				
	<u>Scrap off,prepare, touch up and apply three coats of first quality gloss oil paint as 'Crown Paints' or other equal and approved to:-</u>				
G	General surfaces of balcony railings	7	SM		
	<u>Scrap off,sand,knot, prime stop and apply three coats stained polyurethane varnish from approved sources to:-</u>				
H	Surfaces of wooden handrails;100-200mm girth	6	LM		
	<b>TOTAL FOR ELEMENT NO. 4 ( INTERNAL FINISHES)</b>				
	<b>CARRIED TO SUMMARY</b>	Kshs.			



ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b><u>ELEMENT NO. 5</u></b>				
	<b><u>JOINERY, FIXTURE AND FITTINGS</u></b>				
	<b><u>The following in various countertops overall size 600mm wide x 900mm high; 12m long</u></b>				
	<b><u>Wall underneath countertops</u></b>				
A	100 mm thick reinforced with hoop iron at alternate courses approved local natural stone walling; chisel dressed both sides; bedding, jointing and pointing in cement sand (1:3) mortar	4	SM		
	<b><u>Concrete works</u></b>				
B	100mm thick concrete (1:3:6) benching	7	SM		
C	75mm thick reinforced concrete (1:2:4) worktop	7	SM		
	<b><u>Reinforcement</u></b>				
	<b><u>Mesh fabric reinforcement to B.S 4483 and setting in concrete with 300mm side and end laps (measured net-allow for laps).</u></b>				
D	Fabric ref. A142 weighing 2.22 kg/ sq.metre, in surface bed.	7	SM		
	<b><u>Sawn formwork to:</u></b>				
E	Soffits of worktop	7	SM		
F	Edges of worktop not exceeding 75mm high	13	LM		
G	Ditto benching 75-150mm high	13	LM		
H	Boxing to form kitchen sink pocket, size 500 x 400 x 75mm high	2	NO		
	<b><u>Cement and sand (1:3) screed; steel float finish as described in :</u></b>				
J	32mm thick screed to receive ceramic floor tiles (m/s)	7	SM		
	<b><u>Non-slip ceramic floor tiles as "SAJ" or other equal and approved in</u></b>				
K	600 x 300 x 8mm Thick coloured Non-slip ceramic tiles laid in 6mm thick continuous joints both ways and fixed with and including spacers and cement/sand (1:4) mortar mix backing and grouted.	7	SM		
L	600 x 100 x 10mm high skirting; ditto	22	LM		
	<b>Carried to collection</b>				



ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>Finishes</u>				
	<u>Cement and sand (1:3) render; steel trowelled:-</u>				
A	Apply 9mm thick first coat of cement /sand (1:3) plaster and then 3mm thick second coat of cement /lime (1:5) putty steel trowelled smooth to walls including skimming.	8	SM		
	<u>Cement and sand (1:4) screeding</u>				
B	10mm thick screed to countertop slab to receive granite top (m/s)	7	SM		
	<u>Prepare, touch up one coat universal undercoat and three coats vinyl matt emulsion paint from Crown Paints or other equal approved sources to:-</u>				
C	Plastered Surfaces; underneath walls	8	SM		
	<u>Granite tops</u>				
D	Fix back granite top set aside on prepared screed on concrete to shape to Architect's approval	7	SM		
	<u>Blockboard to B.S 3444</u>				
E	25mm thick laminated particle board division and shelving	7	SM		
F	Ditto 375x 800mm laminated particle board doors lipped all round	32	NO		
	<u>Wrot mahogany</u>				
G	50 x 25mm mahogany timber bearers	40	LM		
	<u>Supply and fix the following ironmongery in "UNION" or other equal and approved in matching screws</u>				
G	Malpha hinges	64	NO		
H	Brass door lock	16	NO		
J	Brass cabinet door handles	32	NO		
K	Magnetic door catches	16	NO		
	Carried to collection below				
	COLLECTION				
	FROM FF/5				
	FROM ABOVE				
	TOTAL FOR ELEMENT NO. 5 ( JOINERY, FIXTURE AND FITTINGS) CARRIED TO SUMMARY	Kshs.			

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT NO.6</u>				
	<u>BUILDER'S WORK IN CONNECTION WITH SPECIALIST SERVICES</u>				
	<u>The contractor shall inspect all architectural, mechanical, electrical and structural drawings as provided; allow for all builders work associated with all the specialist works</u>				
	<u>The builders work shall include but not limited to:-</u>				
	a) Chases in wall, concrete work, and make good				
	b) Forming, making or leaving holes, etc in masonry concrete or wood work				
	c) Making good all disturbed area				
	d) Excavations refill and disposal to spoil				
	<u>All provisional</u>				
	<u>Mechanical Works</u>				
A	Cut chase in masonry walls for 25mm diameter pipe and make good after plumbing	30	LM		
B	Ditto 32mm diameter pipe	20	LM		
C	Ditto 40mm diameter pipe	20	LM		
D	Cut chase in 150mm thick concrete slab for 50mm diameter pipe	25	LM		
E	Allow for boxing 100mm pipe diameter pipe in cement and sand mortar (1:3) mix including chicken wire reinforcement and plaster surfaces smooth to receive paint	10	LM		
F	Make 150mm diameter hole by coring through 150mm thick suspended slab for pipes	4	NO		
	<b>TOTAL FOR ELEMENT NO. 6 ( BUILDER'S WORK IN CONNECTION WITH SPECIALIST SERVICES) CARRIED TO SUMMARY</b>	<b>Kshs.</b>			

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## SECOND FLOOR



Figure 1. The 12 cases of the study. The cases are arranged in a vertical column, showing the progression of the disease from the top to the bottom. The cases are labeled 1 through 12, corresponding to the numbers in the caption. The images show the progression of the disease from the top to the bottom, with the top image showing the earliest stage and the bottom image showing the latest stage.

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	ELEMENT NO. 1  DOORS  <u>Scrap off,prepare, touch up and apply three coats of first quality gloss oil paint as 'Crown Paints' or other equal and approved to:-</u>				
A	General surfaces of timber doors	37	SM		
B	Ditto not exceeding 100mm girth	228	LM		
C	Ditto between 200mm to 300mm girth	124	LM		
	TOTAL FOR ELEMENT NO. 1 (DOORS) CARRIED TO SUMMARY	Kshs.			

[illegible]

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT NO. 3</u>				
	<u>EXTERNAL FINISHES</u>				
	<u>Wall finishes</u>				
	<u>Scrap off old paint,clean surfaces free of dust and fallen materials and prepare surfaces to receive new paint to :</u>				
A	Walls and concrete surfaces;externally	215	SM		
	<u>Prepare and apply three coats exterior Duraplast quality paint as 'Crown Paints' or other equal and approved to:-</u>				
B	Previously painted surfaces of walls and concrete surfaces;externally	215	SM		
	<u>Railings</u>				
	<u>Scrap off,prepare, touch up and apply three coats of first quality gloss oil paint as 'Crown Paints' or other equal and approved to:-</u>				
C	General surfaces of balcony railings	7	SM		
D	Ditto lobby railings	5	SM		
	TOTAL FOR ELEMENT NO. 3 (EXTERNAL FINISHES) CARRIED TO SUMMARY	Kshs.			



ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b>ELEMENT NO. 4</b>				
	<b><u>INTERNAL FINISHES</u></b>				
	<b><u>Wall finishes</u></b>				
	<b><u>Scrap off old paint and prepare surfaces including skimming to receive new paint to:-</u></b>				
A	Walls and concrete surfaces	540	SM		
	<b><u>Prepare, touch up one coat universal undercoat and three coats vinyl matt emulsion paint from "Crown Paints" or other equal approved to:-</u></b>				
B	Previously painted surfaces of walls and concrete surfaces	540	SM		
	<b><u>Ceiling finishes</u></b>				
	<b><u>Scrap off old paint and prepare surfaces including skimming to receive new paint to :-</u></b>				
C	Ceiling surfaces	184	SM		
	<b><u>Prepare, touch up one coat universal undercoat and three coats vinyl matt emulsion paint from "Crown Paints" or other equal approved to:-</u></b>				
D	Previously painted surfaces ceilings	184	SM		
	<b><u>Staircase</u></b>				
	<b><u>Scrap off,prepare, touch up one coat universal undercoat and three coats vinyl matt emulsion paint from "Crown Paints" or other equal approved to:-</u></b>				
E	Slopping soffits of staircase	8	SM		
F	Soffits of landings	4	SM		
	<b><u>Railings</u></b>				
	<b><u>Scrap off,prepare, touch up and apply three coats of first quality gloss oil paint as 'Crown Paints' or other equal and approved to:-</u></b>				
G	General surfaces of balcony railings	7	SM		
	<b><u>Scrap off,sand,knot, prime stop and apply three coats stained polyurethane varnish from approved sources to:-</u></b>				
H	Surfaces of wooden handrails;100-200mm girth	6	LM		
	<b>TOTAL FOR ELEMENT NO. 4 ( INTERNAL FINISHES)</b>				
	<b>CARRIED TO SUMMARY</b>	Kshs.			

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b>ELEMENT NO. 5</b>				
	<b><u>JOINERY, FIXTURE AND FITTINGS</u></b>				
	<b><u>The following in various countertops overall size 600mm wide x 900mm high; 12m long</u></b>				
	<b><u>Wall underneath countertops</u></b>				
A	100 mm thick reinforced with hoop iron at alternate courses approved local natural stone walling; chisel dressed both sides; bedding, jointing and pointing in cement sand (1:3) mortar	4	SM		
	<b><u>Concrete works</u></b>				
B	100mm thick concrete (1:3:6) benching	7	SM		
C	75mm thick reinforced concrete (1:2:4) worktop	7	SM		
	<b><u>Reinforcement</u></b>				
	<b><u>Mesh fabric reinforcement to B.S 4483 and setting in concrete with 300mm side and end laps (measured net-allow for laps).</u></b>				
D	Fabric ref. A142 weighing 2.22 kg/ sq.metre, in surface bed.	7	SM		
	<b><u>Sawn formwork to:</u></b>				
E	Soffits of worktop	7	SM		
F	Edges of worktop not exceeding 75mm high	13	LM		
G	Ditto benching 75-150mm high	13	LM		
H	Boxing to form kitchen sink pocket, size 500 x 400 x 75mm high	2	NO		
	<b><u>Cement and sand (1:3) screed; steel float finish as described in :</u></b>				
J	32mm thick screed to receive ceramic floor tiles (m/s)	7	SM		
	<b><u>Non-slip ceramic floor tiles as "SAJ" or other equal and approved in</u></b>				
K	600 x 300 x 8mm Thick coloured Non-slip ceramic tiles laid in 6mm thick continuous joints both ways and fixed with and including spacers and cement/sand (1:4) mortar mix backing and grouted.	7	SM		
L	600 x 100 x 10mm high skirting; ditto	22	LM		
	<b>Carried to collection</b>				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>Finishes</u>				
	<u>Cement and sand (1:3) render; steel trowelled:-</u>				
A	Apply 9mm thick first coat of cement /sand (1:3) plaster and then 3mm thick second coat of cement /lime (1:5) putty steel trowelled smooth to walls including skimming.	8	SM		
	<u>Cement and sand (1:4) screeding</u>				
B	10mm thick screed to countertop slab to receive granite top (m/s)	7	SM		
	<u>Prepare, touch up one coat universal undercoat and three coats vinyl matt emulsion paint from Crown Paints or other equal approved sources to:-</u>				
C	Plastered Surfaces; underneath walls	8	SM		
	<u>Granite tops</u>				
D	Fix back granite top set aside on prepared screed on concrete to shape to Architect's approval	7	SM		
	<u>Blockboard to B.S 3444</u>				
E	25mm thick laminated particle board division and shelving	7	SM		
F	Ditto 375x 800mm laminated particle board doors lipped all round	32	NO		
	<u>Wrot mahogany</u>				
G	50 x 25mm mahogany timber bearers	40	LM		
	<u>Supply and fix the following ironmongery in "UNION" or other equal and approved in matching screws</u>				
H	Malpha hinges	64	NO		
J	Brass door lock	16	NO		
K	Brass cabinet door handles	32	NO		
L	Magnetic door catches	16	NO		
	Carried to collection below				
	COLLECTION				
	FROM SF/5				
	FROM ABOVE				
	TOTAL FOR ELEMENT NO. 5 ( JOINERY, FIXTURE AND FITTINGS) CARRIED TO SUMMARY	Kshs.			

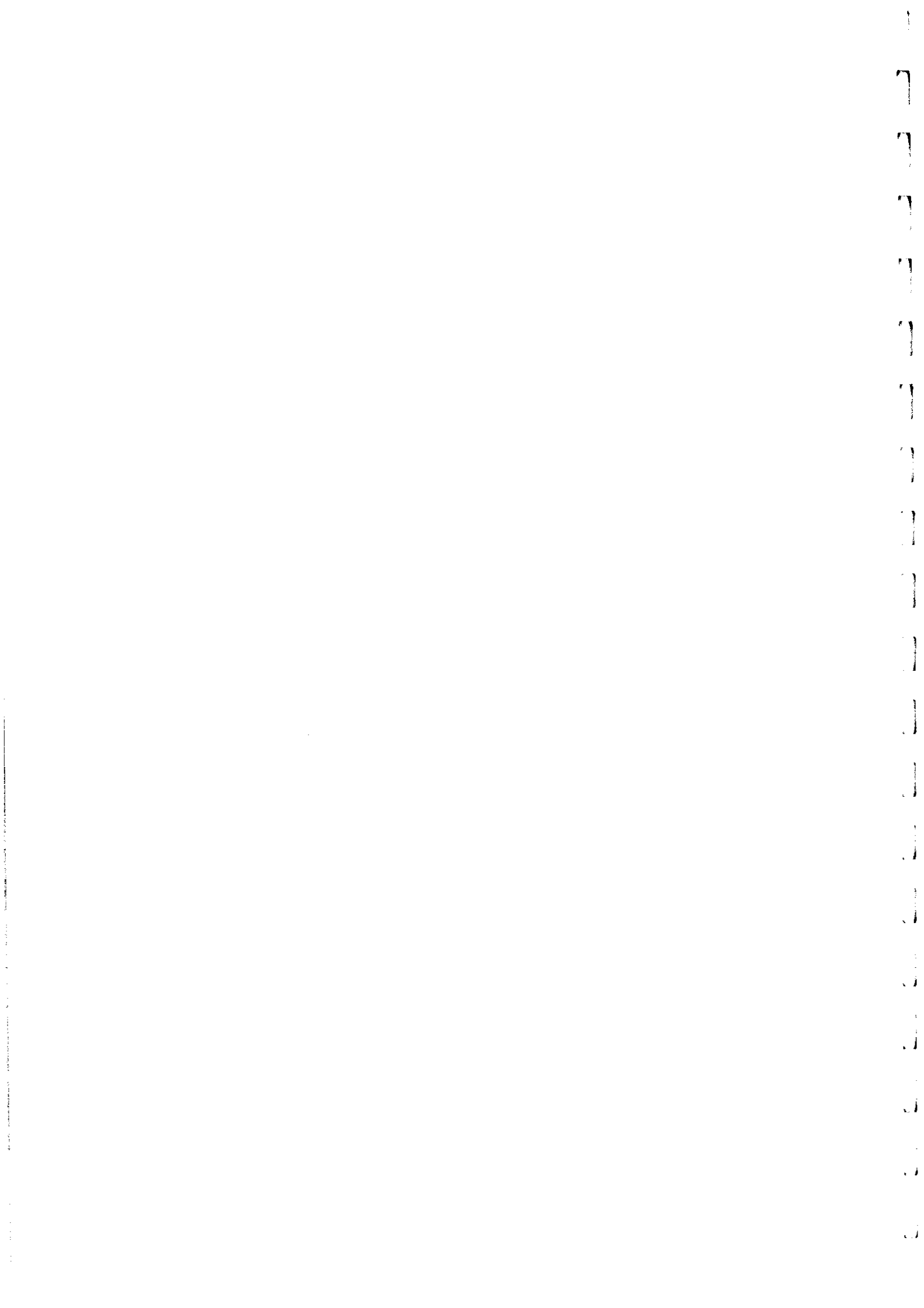


ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<p><u>ELEMENT NO.6</u></p> <p><u>BUILDER'S WORK IN CONNECTION WITH SPECIALIST SERVICES</u></p> <p><u>The contractor shall Inspect all architectural, mechanical, electrical and structural drawings as provided; allow for all builders work associated with all the specialist works</u></p> <p><u>The builders work shall include but not limited to:-</u></p> <p>a) Chases in wall, concrete work, and make good</p> <p>b) Forming, making or leaving holes, etc in masonry concrete or wood work</p> <p>c) Making good all disturbed area</p> <p>d) Excavations refill and disposal to spoil</p> <p><u>All provisional</u></p> <p><u>Mechanical Works</u></p> <p>A Cut chase in masonry walls for 25mm diameter pipe and make good after plumbing</p> <p>B Ditto 32mm diameter pipe</p> <p>C Ditto 40mm diameter pipe</p> <p>D Cut chase in 150mm thick concrete slab for 50mm diameter pipe</p> <p>E Allow for boxing 100mm pipe diameter pipe in cement and sand mortar (1:3) mix including chicken wire reinforcement and plaster surfaces smooth to receive paint</p> <p>F Make 150mm diameter hole by coring through 150mm thick suspended slab for pipes</p>				
	TOTAL FOR ELEMENT NO. 6 ( BUILDER'S WORK IN CONNECTION WITH SPECIALIST SERVICES) CARRIED TO SUMMARY	Kshs.			





## THIRD FLOOR



ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b>ELEMENT NO. 1</b>				
	<b>ROOFING AND RAINWATER DISPOSAL</b>				
	<u>Roof eaves finishes</u>				
	<u>Wrot prime grade cypress</u>				
A	100 x 25mm Wrot prime grade cypress T&G Fixed with tuck nails to and including 50 x 50mm sawn celcured cypress brandering at 600mm c/c	62	SM		
B	20mm Quarter round beading to junctions of fascia/barge boards and T&G and wall with T& G.	280	LM		
	<u>Painting and decoration</u>				
	<u>Knot,prime stop and apply three coats stained polyurethane varnish from approved sources to:-</u>				
C	General surfaces of T & G booarding	62	SM		
D	Ditto cornice;0-100mm girth	280	LM		
	<u>Scrap off,prepare, touch up and apply three coats of first quality gloss oil paint as 'Crown Paints' or other equal and approved to:-</u>				
E	Surfaces of fasciabord and vergeboard;200-300mm girth	150	LM		
	<u>Rainwater disposal</u>				
	<u>Heavy gauge UPVC as described in:</u>				
F	150mm diameter half round plastic gutter;heavy duty;including all fixing accessories ;fixed to fasciabord	126	LM		
G	Ditto but for 100mm diameter outlet	12	NO		
	<u>Downpipes</u>				
	<u>Medium gauge UPVC as described in:</u>				
H	100 mm diameter plastic downpipe fixed to wall with and including holder butts at 1000mm centres	130	LM		
J	Extra over downpipe for swanneck 1150mm long	12	NO		
K	Ditto horse shoe 300 mm long	12	NO		
	<b>TOTAL FOR ELEMENT NO. 1 (ROOFING AND RAINWATER GOODS) CARRIED TO SUMMARY</b>				





ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	ELEMENT NO. 3				
	WINDOWS				
	Scrap off,prepare, touch up and apply three coats of first quality gloss oil paint as 'Crown Paints' or other equal and approved to:-				
A	General surfaces of windows;internally and externally	44	SM		
	TOTAL FOR ELEMENT NO. 3 (WINDOWS) CARRIED TO SUMMARY	Kshs.			



ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b>ELEMENT NO. 5</b>				
	<b><u>INTERNAL FINISHES</u></b>				
	<b><u>Wall finishes</u></b>				
	<b><u>Scrap off old paint and prepare surfaces including skimming to receive new paint to:-</u></b>				
A	Walls and concrete surfaces	540	SM		
	<b><u>Prepare, touch up one coat universal undercoat and three coats vinyl matt emulsion paint from "Crown Paints" or other equal approved to:-</u></b>				
B	Previously painted surfaces of walls and concrete surfaces	540	SM		
	<b><u>Ceiling finishes</u></b>				
	<b><u>Gypsum finish</u></b>				
C	12.5mm thick internal quality gypsum plasterboard ceilings fixed to mild steel channels onto existing 50 x 50mm sawn cypress brandering at 600mm centres both directions;fixed with clout headed nails and set out on symmetrical panels;with taped and filled joints	174	SM		
	<b><u>Cornice</u></b>				
D	100 x 25mm Gypsum arstyl cornices from approved sources fixed with gyproc adhesive or other equal approved.	119	LM		
	<b><u>Scrap off old paint and prepare surfaces including skimming to receive new paint to :</u></b>				
E	Ceiling surfaces	18	SM		
	<b><u>Prepare, touch up one coat universal undercoat and three coats vinyl matt emulsion paint from "Crown Paints" or other equal approved to:-</u></b>				
F	Previously painted surfaces ceilings	18	SM		
G	General surfaces of grypsum ceiling	174	SM		
H	Ditto cornice;100-200mm girth	119	LM		
	<b>Carried to collection</b>				



ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>Railings</u>				
	<u>Scrap off, prepare, touch up and apply three coats of first quality gloss oil paint as 'Crown Paints' or other equal and approved to:-</u>				
A	General surfaces of balcony railings	7	SM		
	Carried to collection below				
	<u>COLLECTION</u>  FROM PAGE TF/5  FROM ABOVE				
	TOTAL FOR ELEMENT NO. 5 ( INTERNAL FINISHES) CARRIED TO SUMMARY	Kshs.			

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b>ELEMENT NO. 6</b>				
	<b><u>JOINERY, FIXTURE AND FITTINGS</u></b>				
	<b><u>The following in various countertops overall size 600mm wide x 900mm high; 12m long</u></b>				
	<b><u>Wall underneath countertops</u></b>				
A	100 mm thick reinforced with hoop iron at alternate courses approved local natural stone walling; chisel dressed both sides; bedding, jointing and pointing in cement sand (1:3) mortar	4	SM		
	<b><u>Concrete works</u></b>				
B	100mm thick concrete (1:3:6) benching	7	SM		
C	75mm thick reinforced concrete (1:2:4) worktop	7	SM		
	<b><u>Reinforcement</u></b>				
	<b><u>Mesh fabric reinforcement to B.S 4483 and setting in concrete with 300mm side and end laps (measured net-allow for laps).</u></b>				
D	Fabric ref. A142 weighing 2.22 kg/ sq.metre, in surface bed.	7	SM		
	<b><u>Sawn formwork to:</u></b>				
E	Soffits of worktop	7	SM		
F	Edges of worktop not exceeding 75mm high	13	LM		
G	Ditto benching 75-150mm high	13	LM		
H	Boxing to form kitchen sink pocket, size 500 x 400 x 75mm high	2	NO		
	<b><u>Cement and sand (1:3) screed; steel float finish as described in :</u></b>				
J	32mm thick screed to receive ceramic floor tiles (m/s)	7	SM		
	<b><u>Non-slip ceramic floor tiles as "SAJ" or other equal and approved in</u></b>				
K	600 x 300 x 8mm Thick coloured Non-slip ceramic tiles laid in 6mm thick continuous joints both ways and fixed with and including spacers and cement/sand (1:4) mortar mix backing and grouted.	7	SM		
L	600 x 100 x 10mm high skirting; ditto	22	LM		
	<b>Carried to collection</b>				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>Finishes</u>				
	<u>Cement and sand (1:3) render; steel trowelled:-</u>				
A	Apply 9mm thick first coat of cement /sand (1:3) plaster and then 3mm thick second coat of cement /lime (1:5) putty steel trowelled smooth to walls including skimming.	8	SM		
	<u>Cement and sand (1:4) screeding</u>				
B	10mm thick screed to countertop slab to receive granite top (m/s)	7	SM		
	<u>Prepare, touch up one coat universal undercoat and three coats vinyl matt emulsion paint from Crown Paints or other equal approved sources to:-</u>				
C	Plastered Surfaces; underneath walls	8	SM		
	<u>Granite tops</u>				
D	Fix back granite top set aside on prepared screed on concrete to shape to Architect's approval	7	SM		
	<u>Blockboard to B.S 3444</u>				
E	25mm thick laminated particle board division and shelving	7	SM		
F	Ditto 375x 800mm laminated particle board doors lipped all round	32	NO		
	<u>Wrot mahogany</u>				
G	50 x 25mm mahogany timber bearers	40	LM		
	<u>Supply and fix the following ironmongery in "UNION" or other equal and approved in matching screws</u>				
H	Malpha hinges	64	NO		
J	Brass door lock	16	NO		
K	Brass cabinet door handles	32	NO		
L	Magnetic door catches	16	NO		
	Carried to collection below				
	COLLECTION				
	FROM TF/7				
	FROM ABOVE				
	TOTAL FOR ELEMENT NO. 6 ( JOINERY, FIXTURE AND FITTINGS) CARRIED TO SUMMARY	Kshs.			

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT NO.7</u>				
	<u>BUILDER'S WORK IN CONNECTION WITH SPECIALIST SERVICES</u>				
	<u>The contractor shall Inspect all architectural, mechanical, electrical and structural drawings as provided; allow for all builders work associated with all the specialist works</u>				
	<u>The builders work shall include but not limited to:-</u>				
	a) Chases in wall, concrete work, and make good				
	b) Forming, making or leaving holes, etc in masonry concrete or wood work				
	c) Making good all disturbed area				
	d) Excavations refill and disposal to spoil				
	<u>All provisional</u>				
	<u>Mechanical Works</u>				
A	Cut chase in masonry walls for 25mm diameter pipe and make good after plumbing	30	LM		
B	Ditto 32mm diameter pipe	40	LM		
C	Ditto 40mm diameter pipe	20	LM		
D	Cut chase in 150mm thick concrete slab for 50mm diameter pipe	25	LM		
E	Allow for boxing 100mm pipe diameter pipe in cement and sand mortar (1:3) mix including chicken wire reinforcement and plaster surfaces smooth to receive paint	25	LM		
F	Make 150mm diameter hole by coring through 150mm thick suspended slab for pipes	4	NO		
	<b>TOTAL FOR ELEMENT NO. 7 ( BUILDER'S WORK IN CONNECTION WITH SPECIALIST SERVICES) CARRIED TO SUMMARY</b>				



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## ATTIC FLOOR



ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	ELEMENT NO. 1				
	REINFORCED CONCRETE SUPERSTRUCTURE				
A	100mm thick mass concrete; class 20 (1:2:4); PVC Tank raised platform	8	SM		
	Sawn formwork to:				
B	Edges of raised platform; 75-150mm high	12	LM		
	TOTAL FOR ELEMENT NO. 1 (REINFORCED CONCRETE SUPERSTRUCTURE) CARRIED TO SUMMARY				



ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<p><u>ELEMENT NO. 2</u></p> <p><u>WALLING</u></p> <p><u>Smooth chisel dressed natural stone walling in cement and sand (1:4) mortar reinforced with and including 25 x 3mm thick hoop iron in every alternate course</u></p>				
A	200mm thick walling;external	40	SM		
	TOTAL FOR ELEMENT NO. 2 (WALLING) CARRIED TO SUMMARY				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b>ELEMENT NO. 3</b>				
	<b>ROOFING AND RAINWATER DISPOSAL</b>				
	<b>ROOF COVERING</b>				
A	Concrete roofing tiles as Ms mareba or other equal and approved fixed on timber battens on 30 gauge mini corrugated galvanized ironsheet underlay (m/s) fixed 75 x 50mm purlins (m/s)	15	SM		
B	Ditto ridge cap to match	3	LM		
	<b>Underlay</b>				
C	30gauge mini corrugated galvanized ironsheet underlay	15	SM		
	<b>Roof structure</b>				
	<b>The following in treated sawn celcured cypress from approved sources including all hardware and labours of fixing and hoisting to 6600mm above ground level as described in:-</b>				
D	150 x 50mm trussed rafters	34	LM		
E	150 x 50mm Ceiling joists/tie beams	24	LM		
F	150 x 50mm King post	7	LM		
G	100 x 50mm Struts and ties	21	LM		
	<b>Independent members</b>				
H	150 x 50 Ridge board	3	LM		
J	75 x 50mm Purlins	19	LM		
K	100 x 50 mm wall plate bolted to wall with and including 12mm diameter bolts 60mm long at 1000mm centres	6	LM		
	<b>The following in second grade celcured and well seasoned cypress timber</b>				
L	225 x 25mm thick wrot cypress fasciaboard fixed to end of rafters	23	LM		
	<b>Carried to collection</b>				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>Roof eaves finishes</u>				
	<u>Wrot prime grade cypress</u>				
A	100 x 25mm Wrot prime grade cypress T&G Fixed with tuck nails to and including 50 x 50mm sawn celcured cypress brandering at 600mm c/c	6	SM		
B	20mm Quarter round beading to junctions of fascia/barge boards and T&G and wall with T& G.	24	LM		
	<u>Painting and decoration</u>				
	<u>Knot,prime stop and apply three coats stained polyurethane varnish from approved sources to:-</u>				
C	General surfaces of T & G boording	6	SM		
D	Ditto cornice;0-100mm girth	24	LM		
	<u>Prepare, touch up and apply three coats of first quality gloss oil paint as 'Crown Paints' or other equal and approved to:-</u>				
E	Surfaces of fasciboard and vergeboard;200-300mm girth	23	LM		
	<u>Cement and sand (1:3) waterproof screed;steel float finish as described in :</u>				
F	32mm thick screed to fall and counterfall to drain out pipes on flat roof slab	18	SM		
	<u>Waterproofing to roof slab</u>				
G	3mm Thick EPDM membrane laid over screeded roof slab, (m.s) with and including all labours for gas heating and rolling with 300mm high skirting on walls.	18	SM		
	<u>Rainwater disposal</u>				
	<u>Heavy gauge UPVC as described in:</u>				
H	150mm diameter half round plastic gutter;heavy duty;including all fixing accessories ;fixed to fasciboard	5	LM		
J	Ditto but for 100mm diameter outlet	2	NO		
	<u>Downpipes</u>				
	<u>Medium gauge UPVC as described in:</u>				
K	100 mm diameter plastic downpipe fixed to wall with and including holder butts at 1000mm centres	22	LM		
L	Extra over downpipe for swanneck 1150mm long	2	NO		
M	Ditto horse shoe 300 mm long	2	NO		
	<u>Carried to collection</u>				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>Sundries</u>				
A	1200 x 1200mm purpose made mild steel louvred attic space access door to Architect's detail; well primed and painted in three coats gloss paint.	1	NO		
B	Heavy duty catladder to height not exceeding 3000mm; fabricated with 40 x 40 x 4mm (4.77kg/m) SHS support frame at 500mm centres and 40 x 25 x 3mm (2.92kg/m) RHS stepping frames at 300mm centres; well secured on the floor, wall and slab; well primed and in three coats gloss paint to Architect's approval	1	NO		
	Carried to collection below				
	<u>COLLECTION</u>				
	FROM PAGE AF/3				
	FROM PAGE AF/4				
	FROM ABOVE				
	TOTAL FOR ELEMENT NO. 3 (ROOFING AND RAINWATER GOODS) CARRIED TO SUMMARY				



ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
A	ELEMENT NO. 4 <u>EXTERNAL FINISHES</u> <u>Wall finishes</u> Cement/sand (1:3) render;wood float finish; as described to:- 12mm thick render to walls;externally  Prepare and apply three coats exterior Duraplast quality paint as 'Crown Paints' or other equal and approved to:-	40	SM		
B	Previously painted surfaces of walls and concrete surfaces;externally	40	SM		
	TOTAL FOR ELEMENT NO. 4 (EXTERNAL FINISHES) CARRIED TO SUMMARY	Kshs.			

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	ELEMENT NO. 5				
	INTERNAL FINISHES				
	Wall finishes				
	Cement/sand (1:3) render;wood float finish; as described to:-				
A	12mm thick render to walls;externally	40	SM		
	Prepare and apply three coats exterior Duraplast quality paint as 'Crown Paints' or other equal and approved to:-				
B	Previously painted surfaces of walls and concrete surfaces;externally	40	SM		
	TOTAL FOR ELEMENT NO. 5 ( INTERNAL FINISHES) CARRIED TO SUMMARY	Kshs.			

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## **BUILDER'S WORK SUMMARY**





### BUILDER'S WORK SUMMARY

ITEM	DESCRIPTION	PAGE	OFFICIAL USE (KSHS)
1	DEMOLITION WORKS	DW/2	
2	GROUND FLOOR	GF/9	
3	FIRST FLOOR	FF/8	
4	SECOND FLOOR	SF/8	
5	THIRD FLOOR	TF/10	
6	ATTIC FLOOR	AF/8	
	TOTAL FOR BUILDER'S WORK CARRIED TO GRAND SUMMARY		



# ELECTRICAL WORKS



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***TENDER SPECIFICATIONS AND BILLS OF QUANTITIES  
FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING  
OF RENOVATION WORKS AT KEMRI RESIDENTIAL HOUSES-  
BLOCK A***



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SECTION C: Schedule of Unit Rates.....	Elect-C/1 -/C2
SECTION D: Bills of Quantities.....	Elect-D/1 – D/5



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SECTION A  
PARTICULAR SPECIFICATIONS  
OF  
MATERIALS AND WORKS

## 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"><li>➤ Voltage range: 130-300 V ac</li><li>➤ Frequency range: 50-60Hz</li><li>➤ Power factor <math>\geq 0.9</math> lagging</li><li>➤ Total Harmonic Distortion (THD) <math>&lt; 15\%</math></li><li>➤ Ambient temperature range -10 to +35 °Operating</li><li>➤ Colour Consistency <math>\leq 5\text{SDCM}</math></li></ul>	
Performance	<ul style="list-style-type: none"><li>➤ System efficacy <math>\geq 100\text{lm/W}</math></li><li>➤ Lamp colour temperature: 4000K - 6500K</li><li>➤ Colour Rendering Index <math>\geq 80</math></li><li>➤ Median useful life <math>\geq 30000\text{ h}</math></li></ul>	
Standards Compliance	CB/EMC/CE	
General	<ul style="list-style-type: none"><li>➤ Driver/power unit/transformer - PSU-E</li><li>➤ Optical cover/lens type - Polystyrene bowl/cover prismatic</li><li>➤ Protection class IEC - Safety class II (II)</li></ul>	

**SECTION B**  
**TECHNICAL SCHEDULE**



### Technical Schedule

	DESCRIPTION	MAKE	MODEL NO
1.	Socket outlets		
2.	SC copper cable		
3.	Light Switches		
4.	Lighting fittings a) LED' Panels b) Bulkhead fittings		
5.	Consumer Units/Distribution board		

**SECTION C**  
**SCHEDULE OF UNIT RATES**

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### SCHEDULE OF UNIT RATES

1. The tenderer shall insert unit rates against the items in the following schedules and may add such other items as he considers appropriate.
2. The unit rates shall include for supply, transport, insurance, delivery to site, storage as necessary, assembling, cleaning, installing, connecting, profit and maintenance in defects liability and any other obligation under this contract.
3. The unit rates will be used to assess the value of additions or omissions arising from authorized variations to the contract works.
4. Where trade names or manufacturer's catalogue numbers are mentioned in the specification, the reference is intended as a guide to the type of article or quality of material required. Alternative brands of **equal and approved** quality will be accepted.
5. The prices quoted shall be deemed to include for all obligations under the sub-contract including but not limited to supply of materials, labour, delivery to site, storage on site, installation, testing, commissioning and all taxes (including **V.A.T and all taxes applicable at the time of tender.**



# SCHEDULE OF UNIT RATES

ITEM	DESCRIPTION	QTY/UNIT	RATE(KSHS)
1.	<u>Cables</u> PVC SWA PVC Cables:- a) 6 mm sq. 4 core b) 10.0 mm sq 4 core	LM LM	
2.	100A 4-way TPN Distribution Board.	No.	
3.	Blanking Cover for Twin socket outlet points.	No.	

**SECTION D**  
**BILLS OF QUANTITIES**



## **BILLS OF QUANTITIES**

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

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

#### **a) 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 of the contract document .

#### **b) 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 sum in the space provided below the summary.



## 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. 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 RENOVATION WORKS FOR BLOCK A AT KEMRI**

ITEM	DESCRIPTION	QTY	UNIT	RATE (KShs.)	AMOUNT (KShs.)
	<b>Supply, install, test and commission the following</b> <b><u>SWITCHES</u></b>				
1.01	10A Screwless Ivory Switch Plates flush mounted on walls as MK or approved equivalent. a) 1 gang 1 way	4	No		
	<b><u>LIGHTING FITTINGS</u></b>				
1.02	Lighting fittings complete with bulbs or tubes as follows:- a) 1200 mm, 16W Single SmartBright LED with Polycarbonate Optic material and Housing Material of Polyamide. LED luminaire efficacy 100 lm/W, luminous flux 1600 lm, 50,000hrs lifetime PF >= 0.95 as philips, BN012C LED20/CW L1200 G2 or approved equivalent( for the Kitchen )	1	No.		
	b) Ceiling Rose Lamp holder lighting fitting complete with 12 W replaceable LED bulbs, efficacy >= 100 lm/W, 50,000 hrs lifetime PF >= 0.95 as philips or approved equivalent	4	No.		
	c) Lamp Shade with Solid Opal White Bottom Diffuser Drum Pendant lighting fitting complete with 12 W replaceable LED bulbs efficacy >= 100 lm/W, 50,000 hrs lifetime PF >= 0.95 as philips or approved equivalent( for seating and dining area)	2	No.		
	d) Round waterproof surface mounted lights fitting complete with 12 W LED bulbs efficacy >=100 lm/W, 50,000 hrs lifetime PF >= 0.95 as philips or approved equivalent (for washroom and wet areas)	3	No.		
	e) Circular Bulkhead Wall mounted LED Light luminaire, complete with 12 W replaceable LED bulb efficacy >=100 lm/W, 50,000 hrs lifetime PF >= 0.95 as philips or approved equivalent Philip SmartBright or approved equivalent. (for stairs and outdoor corridor )	1	No.		
	f) 12 W LED bulbs efficacy >= 100 lm/W, 50,000 hrs lifetime PF >= 0.95 to be installed in the existing Wall as philip or approved equivalent	2	No.		
	<b><u>POWER POINTS</u></b>				
1.03	Instant shower Power point comprising wiring in 3x 4mm <sup>2</sup> PVC-SC-CU cables in concealed PVC conduits	7	LM		
1.04	20 Amps double pole switches with neon indicator as CLIPSAL or approved equivalent for item above	1	No.		
	<b><u>SOCKET OUTLET PLATES</u></b>				
1.05	13 Amps. Twin Moulded plate switched elegant socket outlet with neon indicator as BG or approved equivalent	3	No.		
<b>SUB-TOTAL FOR ONE(1NO.) 3 BEDROOMS UNIT</b>					
					<b>X8</b>
<b>SUB TOTAL 8NO. C/F TO THE NEXT PAGE</b>					

PROPOSED RENOVATION WORKS FOR BLOCK A AT KEMRI CONT'D					
ELECTRICAL INSTALLATION WORKS					
ITEM	DESCRIPTION	QTY	UNIT	RATE (KShs.)	AMOUNT (KShs.)
	Supply, install, test and commission the following :-				
	SUB TOTAL B/F FROM THE PREVIOUS PAGE				
	COMMON SERVICES				
1.06	30W LED day light Flood Light efficacy $\geq 100$ lm/W, luminous flux 3000 lm, 50,000 hrs lifetime PF $\geq 0.95$ as philip	1	No.		
SUB TOTAL C/F TO THE SUMMARY PAGE					

SUMMARY PAGE		
ITEM	DESCRIPTION	AMOUNT (KShs.)
1.00	Sub-Total from Electrical Installation works	
2.00	Carefully remove the existing fitting and handover to the client	
TOTAL CARRIED TO GRAND SUMMARY		





## MECHANICAL WORKS

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## SECTION D

### GENERAL MECHANICAL SPECIFICATION

<u>CLAUSE</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
2.01	GENERAL	D-1
2.02	QUALITY OF MATERIALS	D-1
2.03	REGULATIONS AND STANDARDS	D-1
2.04	ELECTRICAL REQUIREMENTS	D-2
2.05	TRANSPORT AND STORAGE	D-2
2.06	SITE SUPERVISION	D-3
2.07	INSTALLATION	D-3
2.08	TESTING	D-3
2.09	COLOUR CODING	D-4
2.10	WELDING	D-5

## SECTION D GENERAL MECHANICAL SPECIFICATION

### 2.01 General

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

### 1. 2.02 Quality of Materials

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

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

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

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

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

### 2.03 Regulations and Standards

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

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

- d) British Standard and Codes of Practice as published by the British Standards Institution (BSI)
- e) The Local Council By-laws.
- f) The Electricity Supply Authority By-laws.
- g) Local Authority By-laws.
- h) The Kenya Building Code Regulations.
- i) The Kenya Bureau of Standards

#### 2.04 **Electrical Requirements**

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

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

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

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

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

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

#### 2.05 **Transport and Storage**

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

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



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

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

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

## 2.06 Site Supervision

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

## 2.07 Installation

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

## 2.08 Testing

### 2.08.1 General

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

### 2.08.2 Material Tests

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

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

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

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

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

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

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

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

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

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

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

#### 2.08.4 Pressure Testing

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

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

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

#### 2.09 Colour Coding

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



## 2.10 Welding

### 2.10.1 Preparation

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

### 2.10.2 Method

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

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

### 2.10.3 Welding Code and Construction

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

#### a) Pipe Welding

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

#### b) General Welding

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

### 2.10.4 Welders Qualifications

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

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

## **SECTION E**

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

## SECTION E

### PARTICULAR PLUMBING AND DRAINAGE SPECIFICATIONS

1.	CLAUSE No.	DESCRIPTION	PAGE
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3.2		Materials and standards.....	E-1
3.2.1		Pipework and Fittings.....	E-1
3.2.2		Valves.....	E-3
3.2.3		Waste Fitment Traps.....	E-4
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3.4.1		Site Tests – Pipework Systems.....	E-8
3.4.2		Site Test – Performance.....	E-8
3.5		Sterilization of Hot and Cold Water System.....	E-9



## SECTION E

### PARTICULAR SPECIFICATIONS FOR PLUMBING AND DRAINAGE

#### 3.1 GENERAL

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

#### 3.2 MATERIALS AND STANDARDS

##### 3.2.1 Pipework and Fittings

Pipework materials are to be used as follows:

##### a) Galvanized Steel Pipework

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

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

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

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

##### b) Copper Tubing

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

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

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

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

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

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

**Jointing**

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

**Testing**

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

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

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

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

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

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

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



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

e) **PVC Soil System**

The Sub-contractor shall supply and fix PVC soil pipes and fittings as indicated on the Drawings and Schedules.

Pipes and fittings shall be in accordance with relevant British Standards, including B.S. 4514 and fixed to the manufacturer's instructions and B.S. 5572.

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

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

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

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

3.2.2 **Valves**

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

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

b) **Gate Valves**

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

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

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

c) Globe Valves

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

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

3.2.3 Waste Fitment Traps

a) Standard and Deep Seal P & S Traps

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

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

b) Anti-Syphon Traps

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

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

3.2.4 Pipe Supports

a) General

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

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

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

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

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

b) Steel and Copper Pipes and Tubes

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

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

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

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

c) Expansion Joints and Anchors

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



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

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

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

### 3.2.5 Sanitary Appliances

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

### 3.2.6 Pipe Sleeves

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

## 3.3 INSTALLATION

### 3.3.1 General

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

### 3.3.2 Above Ground Installation

#### a) Water Services

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

Where falls are not shown on the Contract Drawings or stated elsewhere in the Specification, pipework shall be installed parallel to the lines of the buildings and as close to the walls, ceilings, columns, etc., as is practicable.

All water systems shall be provided with sufficient drain points and automatic air vents to enable them to function correctly.



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

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

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

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

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

b) Sanitary Services

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

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

The Sub-contractor shall provide all necessary rodding and inspection facilities within the draining system in positions where easy accessibility is available.

Where a branch requires rodding facilities in a position to which normal access is unobtainable, then that branch shall be extended so as to provide a suitable purpose made rodding eye in the nearest adjacent wall or floor to which easy access is available.

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

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

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

c) Sanitary Appliances

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

## **1.1. TESTING AND INSPECTION**

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

#### **a) Above Ground Internal Water Services Installation**

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

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

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

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

#### **b) Above Ground Soil Waste and Ventilation System**

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

Smoke tests on above ground soil, waste and ventilating pipe system shall not be permitted.

Pressure tests shall be carried out before any work which is to be concealed is finally enclosed.

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

### **3.4.2 Site Test – Performance**

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

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

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



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

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

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

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

Pressure gauges should be recalibrated before the tests.

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

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

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

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

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

## SECTION F

PARTICULAR SPECIFICATION FOR PORTABLE FIRE  
EXTINGUISHER BOOSTED HOSE REEL SYSTEM,  
INSTALLATIONS



## **PART F**

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

#### **6.1 GENERAL**

The particular specification details the requirements for the supply and installation and commissioning of the Portable Fire Extinguishers and Boosted Hose Reel System. The Sub-contractor shall include for all appurtenances and appliances not necessarily called for in this specification or shown on the contract drawings but which are necessary for the completion and satisfactory functioning of the works.

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

#### **6.2 SCOPE OF WORKS**

The Sub-contractor shall supply, deliver, erect, test and commission all the portable fire extinguishers and Hose Reel which are called for in these Specifications and as shown on the Contract Drawings.

#### **6.3 WATER/CO2 EXTINGUISHERS**

These shall be 9-litre water filled CO2 cartridge operated portable fire extinguishers and shall comply with B.S. 1382: 1948 and to the requirements of B.S.4523: 1977. Unless manufactured with stainless steel, bodies shall have all internal surfaces completely coated with either a lead tin, lead alloy or zinc applied by hot dipping. There shall be no visibly uncoated areas.

The extinguishers shall be clearly marked with the following:

- a) Method of operation.
- b) The words 'WATER TYPE' (GAS PRESSURE) in prominent letters.
- c) Name and address of the manufacturer or responsible vendor.
- d) The nominal charge of the liquid in imperial gallons and litres.
- e) The liquid level to which the extinguisher is to be charged.
- f) The year of manufacture.
- g) A declaration to the effect that the extinguisher has been tested to a pressure of 24.1 bar (350 psi.).
- h) The number of British Standard 'B.S' 1382 or B.S. 5423: 1977.

#### **6.4 PORTABLE CARBON DIOXIDE FIRE EXTINGUISHERS**

These shall be portable carbon dioxide fire extinguishers and shall comply with B.S. 3326: 1960 and B.S. 5423: 1977.

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

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

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

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

The following markings shall be applied to the extinguishers:-

- a) The words "Carbon Dioxide Fire Extinguisher" and to include the appropriate nominal gas content.
- b) Method of operation.
- c) The words "Re-charge immediately after use".
- d) Instructions for periodic checking.
- e) The number of the British Standard B.S. 3326: 1960 or B.S. 5423. f) The manufacturers name or identification markings



### DRY CHEMICAL POWDER PORTABLE FIRE EXTINGUISHER

The portable dry powder fire extinguishers shall comply with BS3465: 1962 and BS 5423. The body shall be constructed to steel not less than the requirements of BS 1449 or aluminium to BS 1470: 1972 and shall be suitably protected against corrosion.

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

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

The extinguisher shall be clearly marked with the following

information a) The word "Dry Powder Fire Extinguisher"

b) Method of operation in prominent letters.

c) The working pressure and the weight of the powder charge in

Kilogramme. d) Manufacturers name or identification mark

e) The words "RECHARGE AFTER USE" if rechargeable type.

f) Instructions to regularly check the weight of the pressure container (gas Cartridge) or inspect the pressure indicator on stored pressure types when fitted, and remedy any loss indicated by either.

g) The year of manufacture.

h) The Pressure to which the extinguisher was tested.

i) The number of this British Standard BS 3465 or BS 5423: 1977.

j) When appropriate complete instructions for charging the extinguisher shall be clearly marked on the extinguisher or otherwise be supplied with the refill.

## **6.6 AIR FOAM FIRE EXTINGUISHER**

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

Cylinder: to B.S. 1449

Necking: to be 76mm outside diameter steel EN 3A 2<sup>3</sup>/<sub>4</sub> X 8TPI female thread.

Head cap: to be plastic moulding acetyl resin.

CO<sub>2</sub> Cylinder: to be 75gm P.V.C coated.

Internal Finish: to be polythene lining on phosphate coating.

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

## **6.7 FIRE BLANKET**

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

## **6.8 BOOSTED HOSE REEL SYSTEM**

### **6.8.1 General**

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

### **6.8.2 Hose Reel Pumps**

The fire hose reel pumps shall consist of a duplicate set of multi-line centrifugal pumps from approved manufacturers. The pumps shall be capable of delivering 0.76 lit/sec at a running pressure of 2 bars.

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



### **6.8.3 Control Panel**

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

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

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

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

### **6.8.4 Hose Reel**

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

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

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

The orifice to the nozzle is to be not less than 4.8mm to maintain a minimum flow of 0.4 lit / sec to jet.

The hose reels shall be installed complete with electro-galvanised cabinet recessed on the wall.

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

#### **6.8.5 Pipe Work**

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

#### **6.8.6 Pipe Fittings**

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

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

#### **6.8.7 Non-return Valves**

The non-return valves up to and including 80mm diameter shall be to B.S. 5153: 1974.

The valves shall be of cast iron construction with gunmetal seat and bronze hinge pin.

#### **6.8.8 Gate Valves**

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

#### **6.8.9 Sleeves**

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

#### **6.8.10 Earthing**

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

#### **6.8.11 Finish Painting**

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

#### **6.8.12 Testing and Commissioning**

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

#### **6.8.13 Instruction Period**

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

The period of time required shall be stipulated by the Client but will not exceed two days in which time the Client's staff shall be instructed on the operation and maintenance of the equipment.



#### 6.8.14 Signage-Fire Instruction /Fire Exit

##### 6.8.14.1 Fire Instruction Notice

Print fire instruction on the Perspex plates with White Colour

Background measuring 510mm length x 380mm width x 4mm thick as follows;

#### **FIRE INSTRUCTION NOTICE**

In the event of fire;

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

##### 6.8.14.2 Fire Exit Sign

Print Fire Exit signs on the Perspex plate, 4mm thick, with white colour background as follows:-

1. Lettering **IN RED COLOUR** of not less than 50mm in height.
  2. A pendant sign bearing words, **FIRE EXIT** and with a directional arrow.
- The sign must be capable of being read from both approaches to exit and so is double sided.

##### 6.8.14.3 Hose Reel Label

Print Fire Exit signs on the Perspex plate, 4mm thick, with white colour background as follows:-

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

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

**SECTION G:**  
**BILLS OF QUANTITIES**  
**AND**  
**SCHEDULE OF UNIT RATES**



## BILLS OF QUANTITIES AND SCHEDULE OF UNIT RATES

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### SPECIAL NOTES

1. The Bills of Quantities form part of the contract documents and are to be read in conjunction with the contract drawings and general specifications of materials and works.
2. The prices quoted shall be deemed to include for all obligations under the sub-contract including but not limited to supply of materials, labour, delivery to site, storage on site, installation, testing, commissioning and all taxes (**including 16% VAT**).  
  
In accordance with Government policy, 3% Withholding Tax and 6% Withholding VAT **shall be deducted** from all payments made to the Tenderer, and the same shall be forwarded to the **Kenya Revenue Authority (KRA)**.
3. All prices omitted from any item, section or part of the Bills of Quantities shall be deemed to have been included to another item, section or part thereof.
4. The brief description of the items given in the Bills of Quantities are for the purpose of establishing a standard to which the sub-contractor shall adhere. Otherwise alternative brands of **equal** and **approved** quality will be accepted.  
  
Should the sub-contractor install any material not specified here in before receiving **written approval** from the Project Manager, the sub-contractor shall remove the material in question and, **at his own cost**, install the proper material.
5. The grand total of prices in the price summary page must be carried forward to the **Form of Tender for the tender to be deemed valid**.
6. Tenderers must enclose, together with their submitted tenders, detailed manufacturer's Brochures detailing Technical Literature and specifications on all the equipment they intend to offer.

1. Statement of Compliance

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

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

Date: .....

Official Rubber Stamp: .....

a) **BILLS No. 1**

**A) PRICING OF PRELIMINARIES ITEMS.**

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

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

**a. Preliminaries – Bill 1**

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

**b. Installation Items – Other Bills**

- i. The brief description of the items in these Bills of Quantities should in no way modify or supersede the detailed descriptions in the contract Drawings, conditions of contract and specifications.
- ii. The unit of measurements and observations are as per those described in clause 3.05 of the section

**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





Item	Description	Qty	Unit	Rate (Kshs)	Cost (Kshs)
	<b>INTERNAL PLUMBING</b>				
	<b>PPR Pipes</b>				
	Supply, deliver and install Polypropylene Random (PP-R) 20 pipework to DIN 8077 with joints, couplings, reducers, tees, adaptors, pipe fixing clips etc all to DIN 16962 and DIN 16928 .Pipe jointing shall be by polyfusion or use of electric coupling. Where pipework is not chased proper anchoring using approved fixtures shall be done. No pipework shall be left exposed to the sun. Rates must allow for all Metal/plastic threaded adaptors where required for the connection of sanitary fixtures, valves, sockets, sliding and fixed joints, support raceways, isolating sheaths, elastic materials, expansion arms and bends, crossovers, couplings, clippings, connectors, joints etc. as required in the running lengths of pipework and also where necessary, for pipe fixing clips, holder bats plugged and screwed for the proper and satisfactory functioning of the system.				
	<b>PPR PN 20 PIPEWORK</b>				
A	25mm diameter pipework	30	Lm		
B	32mm diameter pipework	12	Lm		
	<b>Bends</b>				
C	25mm diameter bend	10	No.		
D	32mm diameter bend	4	No.		
	<b>Tees</b>				
E	25mm equal tee	5	No.		
F	32x25x25mm tee	4	No.		
	<b>Reducers</b>				
G	32 x 25mm diameter reducer	4	No.		
	<b>Valves</b>				
H	32mm gate valve diameter approved medium pressure screw down full way non-rising stem wedge gate valve to BS 5154 PN 20 for series B rating, with wheel and head joints to steel tubing and complete with round male threaded transition fittings. The gate valve to be as PEGLER or approved equivalent.	2	No.		
	<b>Total carried forward to the Next page</b>				

Item	Description	Qty	Unit	Rate (Kshs)	Cost (Kshs)
Total brought forward from Previous page					-
	<b>Unions</b>				
A	32mm diameter pipe unions	2	No.		
	<b>Threaded Fittings</b>				
B	25mm male/female threaded 90° bend/Elbow	4	No.		
	<b>Male/Female Adapters (Brass threaded)</b>				
C	25mmx1/2 brass threaded elbow	4	No.		
	<b>Adaptor Union / Brass Female Threaded</b>				
D	25mmX3/4" threaded brass coupling	4	No.		
	Allow for removal of existing plumbing pipework, ceramic floor tiles ,chiselling in				
E	concrete floor and masonry walling and handover to client for safety custody to create routes for the new plumbing pipework	1	Item		
	Allow for making good of the surface after				
F	hacking and removal of all existing plumbing pipework	1	Item		
	Allow for pressure testing the plumbing system for 24hours at 3 bar under the supervision of				
G	P.M.E before approval for plastering the pipework	1	Item		
Total for Ground floor Internal Plumbing carried to Collection page					

Item	Description	Qty	Unit	Rate (Kshs)	Cost (Kshs)
	<b>FOUL WATER INTERNAL DRAINAGE</b> 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.				
	<b>MuPVC and uPVC Waste and Soil pipework</b>				
A	100mm diameter heavy gauge golden brown UPVC pipe	30	Lm		
B	100mm diameter heavy gauge grey mUPVC pipe	20	Lm		
C	50mm diameter waste pipe	20	Lm		
D	40mm diameter waste pipe	20	Lm		
	<b>Bends</b>				
E	100mm diameter sweep bend	4	No.		
F	50mm diameter sweep bend	10	No.		
G	40mm diameter sweep bend	6	No.		
	<b>Tees</b>				
H	100mm diameter sweep tee	2	No.		
I	50mm diameter sweep tee	8	No.		
J	40mm diameter sweep tee	6	No.		
	<b>Access Caps</b>				
K	100mm diameter access cap	2	No.		
L	50mm diameter access cap	3	No.		
M	40mm diameter access cap	6	No.		
	<b>WC Connectors</b>				
N	100mm diameter WC connector	2	No.		
	<b>Traps</b>				
O	100 x 50mm diameter floor trap and plastic grating	4	No.		
P	100x50mm Heavy duty boss connector	2	No.		
Q	Allow for a standard 300 x 300 x 450mm masonry gully trap complete with concrete cover.	4	No.		
	<b>Total carried forward to the Next page</b>				



Item	Description	Qty	Unit	Rate (Kshs)	Cost (Kshs)
<b>Total brought forward from Previous page</b>					-
<b>Manholes and Inspection Chambers</b>					
A	Construct inspection chamber size 600 x 450mm and averaging 750mm deep constructed in 100mm thick concrete base (1:3:6), approved 150mm block sides rendered all around in cement and sand (1:4). It shall have an approved heavy duty glass reinforced cover and frame as manufactured by E.A Foundry works. Include all necessary excavations, disposal and form work. To be as manhole type 'A'.	2	No.		
B	Excavate trench in soil/murram for water pipes not exceeding 1000mm deep and average 750mm deep, part return in, fill, ram and surplus cart away.	20	LM		
C	Allow for carefull removal and disconnecting of existing 100mm diameter pipework stack and handover to client for safe custody.	1	Item		
D	Allow for hacking of walls and floors to install drainage pipework and making good of disturbed spaces after.	1	Item		
<b>Testing and Commissioning</b>					
E	Allow for testing and commissioning of the both external and internal drainage system installations to the satisfaction of the Engineer.This includes checking on sealant between pipes and fittings to ascertain no leakages	1	Item		
<b>Total for Ground Floor Internal Drainage carried to collection page</b>					

**COLLECTION PAGE FOR GROUND FLOOR SANIATARY FITTINGS ,INTERNAL  
PLUMBING, DRAINAGE WORKS**

Item	Description	Amount (Kshs)
1	Total Sanitary fittings brought forward .....	
2	Total Internal Plumbing brought forward .....	
3	Total Internal drainage brought forward .....	
<b>Total Ground Floor Sanitary fittings,Plumbing,Drainage Works Carried to Summary Page</b>		

Item	Description	Qty	Unit	Rate (Kshs)	Cost (Kshs)
	<b>FIRST FLOOR</b>				
	<b>SANITARY APPLIANCES</b> Supply, deliver, install, test and commission the following sanitary appliances complete with all the accessories including all connections to the services, waste, jointing to water supply overflows, supports and all plugging and screwing to walls and floors. (i) All sanitary fittings shall be in approved (ii) The Model and Ref No. indicated is only a guide to the type and quality of fittings. (iii) Equivalent and Approved models may be acceptable.				
A	<b>Wall hung wash hand basin</b> size 575 x 500mm with one tap hole, 32mm diameter chrome plated chain waste, chain stay hole and heavy duty chrome plated bottle trap (32mm 'P' trap) with 75mm seal complete with a bib tap. The wash hand basin to be as Twyford's Galerie Ref. No.GR4811 CH	1	No.		
B	<b>Kitchen Sink (SBSD)</b> Stainless steel, single bowl single drainer (SBSD) kitchen sink size 1000 x 600mm complete with 1No. 15mm dia chrome plated bib tap with indicator for cold water in the headwork, 40mm dia heavy duty sink waste, 86mm dia flange, 93mm long shank slotted with plug and backnut, 40mm dia plastic bottle trap with 75mm deep seal, chain waste and plug..	1	No		
C	<b>Angle valve &amp; Flexible Tubing</b> 15mm diameter x 300mm long flexible connectors complete with integral chrome plated angle valve as Cobra or equal and approved.	2	No		
D	<b>Hacking and Removal</b> Allow for careful hacking , removal and hand over to client's caretaker within the block for safe custody the existing sanitary fittings 1 WHB,1 Kitchen sink,	1	Item		
	<b>Total for First floor Sanitary fittings carried to Collection page</b>				



Item	Description	Qty	Unit	Rate (Kshs)	Cost (Kshs)
	<b>INTERNAL PLUMBING</b> <b>PPR Pipes</b> Supply, deliver and install Polypropylene Random (PP-R) 20 pipework to DIN 8077 with joints, couplings, reducers, tees, adaptors, pipe fixing clips etc all to DIN 16962 and DIN 16928 .Pipe jointing shall be by polyfusion or use of electric coupling. Where pipework is not chased proper anchoring using approved fixtures shall be done. No pipework shall be left exposed to the sun. Rates must allow for all Metal/plastic threaded adaptors where required for the connection of sanitary fixtures, valves, sockets, sliding and fixed joints, support raceways, isolating sheaths, elastic materials, expansion arms and bends, crossovers, couplings, clippings, connectors, joints etc. as required in the running lengths of pipework and also where necessary, for pipe fixing clips, holder bats plugged and screwed for the proper and satisfactory functioning of the system.				
	<b>PPR PN 20 PIPEWORK</b> A 25mm diameter pipework B 32mm diameter pipework <b>Bends</b> C 25mm diameter bend D 32mm diameter bend <b>Tees</b> E 25mm equal tee F 32x25x25mm tee <b>Reducers</b> G 32 x 25mm diameter reducer <b>Valves</b> H 32mm gate valve diameter approved medium pressure screw down full way non-rising stem wedge gate valve to BS 5154 PN 20 for series B rating, with wheel and head joints to steel tubing and complete with round male threaded transition fittings. The gate valve to be as PEGLER or approved equivalent.	30 20  10 4  5 4  4  2	Lm Lm  No. No.  No. No.  No.  No.		
	<b>Total carried forward to the Next page</b>				



Item	Description	Qty	Unit	Rate (Kshs)	Cost (Kshs)
Total brought forward from Previous page					-
	<b>Unions</b>				
A	32mm diameter pipe unions	2	No.		
	<b>Threaded Fittings</b>				
B	25mm male/female threaded 90° bend/Elbow	4	No.		
	<b>Male/Female Adapters (Brass threaded)</b>				
C	25mmx1/2 brass threaded elbow	4	No.		
	<b>Adaptor Union / Brass Female Threaded</b>				
D	25mmX3/4" threaded brass coupling	4	No.		
E	Allow for removal of existing plumbing pipework, ceramic floor tiles ,chiselling in concrete floor and masonry walling and handover to client for safety custody to create routes for the new plumbing pipework	1	Item		
F	Allow for making good of the surface after hacking and removal of all existing plumbing pipework	1	Item		
G	Allow for pressure tesing the plumbing system for 24hours at 3 bar under the supervision of P.M.E before approval for plastering the pipework	1	Item		
Total for First floor Internal Plumbing carried to Collection page					

Item	Description	Qty	Unit	Rate (Kshs)	Cost (Kshs)
	<b>FOUL WATER INTERNAL DRAINAGE</b> 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.				
	<b>MuPVC and uPVC Waste and Soil pipework</b>				
A	100mm diameter heavy gauge grey mUPVC pipe	20	Lm		
B	50mm diameter waste pipe	25	Lm		
C	40mm diameter waste pipe	20	Lm		
	<b>Bends</b>				
D	100mm diameter sweep bend	4	No.		
E	50mm diameter sweep bend	6	No.		
F	40mm diameter sweep bend	4	No.		
	<b>Tees</b>				
G	100mm diameter sweep tee	2	No.		
H	50mm diameter sweep tee	8	No.		
I	40mm diameter sweep tee	6	No.		
	<b>Access Caps</b>				
J	100mm diameter access cap	2	No.		
K	50mm diameter access cap	3	No.		
L	40mm diameter access cap	6	No.		
	<b>WC Connectors</b>				
M	100mm diameter WC connector	2	No.		
	<b>Traps</b>				
N	100 x 50mm diameter floor trap and plastic grating	4	No.		
O	100x50mm Heavy duty boss connector	2	No.		
	<b>Total carried forward to the Next page</b>				

Item	Description	Qty	Unit	Rate (Kshs)	Cost (Kshs)
	<b>Total brought forward from Previous page</b>				-
A	Allow for carefull removal and disconnecting of existing 100mm diameter pipework stack and handover to client for safe custody.	1	Item		
B	Allow for hacking of walls and floors to install drainage pipework and making good of disturbed spaces after.	1	Item		
<b>Total for First Floor Internal Drainage carried to collection page</b>					

**COLLECTION PAGE FOR FIRST FLOOR SANITARY FITTINGS, INTERNAL PLUMBING,  
AND DRAINAGE WORKS**

Item	Description	Amount (Kshs)
1	Total Sanitary fittings brought forward .....	
2	Total Internal Plumbing brought forward .....	
3	Total Internal drainage brought forward .....	
<b>Total First Floor Sanitary fittings, Plumbing, Drainage Works Carried to Summary Page</b>		



Item	Description	Qty	Unit	Rate (Kshs)	Cost (Kshs)
	<b>SECOND FLOOR</b>				
	<b>SANITARY APPLIANCES</b> Supply, deliver, install, test and commission the following sanitary appliances complete with all the accessories including all connections to the services, waste, jointing to water supply overflows, supports and all plugging and screwing to walls and floors. (i) All sanitary fittings shall be in approved (ii) The Model and Ref No. indicated is only a guide to the type and quality of fittings. (iii) Equivalent and Approved models may be acceptable.				
A	<b>Wall hung wash hand basin</b> size 575 x 500mm with one tap hole, 32mm diameter chrome plated chain waste, chain stay hole and heavy duty chrome plated bottle trap (32mm 'P' trap) with 75mm seal complete with a bib tap. The wash hand basin to be as Twyford's Galerie Ref. No.GR4811 CH	1	No.		
B	<b>Kitchen Sink (SBSD)</b> Stainless steel, single bowl single drainer (SBSD) kitchen sink size 1000 x 600mm complete with 1No. 15mm dia chrome plated bib tap with indicator for cold water in the headwork, 40mm dia heavy duty sink waste, 86mm dia flange, 93mm long shank slotted with plug and backnut, 40mm dia plastic bottle trap with 75mm deep seal, chain waste and plug..	1	No		
C	<b>Angle valve &amp; Flexible Tubing</b> 15mm diameter x 300mm long flexible connectors complete with integral chrome plated angle valve as Cobra or equal and approved.	2	No		
D	<b>Hacking and Removal</b> Allow for careful hacking , removal and hand over to client's caretaker within the block for safe custody the existing sanitary fittings 1 WHB,1 Kitchen sink,	1	Item		
	<b>Total for Second floor Sanitary fittings carried to Collection page</b>				

Item	Description	Qty	Unit	Rate (Kshs)	Cost (Kshs)
	<b>INTERNAL PLUMBING</b> <b>PPR Pipes</b> Supply, deliver and install Polypropylene Random (PP-R) 20 pipework to DIN 8077 with joints, couplings, reducers, tees, adaptors, pipe fixing clips etc all to DIN 16962 and DIN 16928 .Pipe jointing shall be by polyfusion or use of electric coupling. Where pipework is not chased proper anchoring using approved fixtures shall be done. No pipework shall be left exposed to the sun. Rates must allow for all Metal/plastic threaded adaptors where required for the connection of sanitary fixtures, valves, sockets, sliding and fixed joints, support raceways, isolating sheaths, elastic materials, expansion arms and bends, crossovers, couplings, clippings, connectors, joints etc. as required in the running lengths of pipework and also where necessary, for pipe fixing clips, holder bats plugged and screwed for the proper and satisfactory functioning of the system.				
	<b>PPR PN 20 PIPEWORK</b>				
A	25mm diameter pipework	30	Lm		
B	32mm diameter pipework	30	Lm		
	<b>Bends</b>				
C	25mm diameter bend	10	No.		
D	32mm diameter bend	4	No.		
	<b>Tees</b>				
E	25mm equal tee	5	No.		
F	32x25x25mm tee	4	No.		
	<b>Reducers</b>				
G	32 x 25mm diameter reducer	4	No.		
	<b>Valves</b>				
H	32mm gate valve diameter approved medium pressure screw down full way non-rising stem wedge gate valve to BS 5154 PN 20 for series B rating, with wheel and head joints to steel tubing and complete with round male threaded transition fittings. The gate valve to be as PEGLER or approved equivalent.	2	No.		
<b>Total carried forward to the Next page</b>					



Item	Description	Qty	Unit	Rate (Kshs)	Cost (Kshs)
	Total brought forward from Previous page				
	<b>Unions</b>				
A	32mm diameter pipe unions	2	No.		
	<b>Threaded Fittings</b>				
B	25mm male/female threaded 90° bend/Elbow	4	No.		
	<b>Male/Female Adapters (Brass threaded)</b>				
C	25mmx1/2 brass threaded elbow	4	No.		
	<b>Adaptor Union / Brass Female Threaded</b>				
D	25mmX3/4" threaded brass coupling	4	No.		
E	Allow for removal of existing plumbing pipework, ceramic floor tiles ,chiselling in concrete floor and masonry walling and handover to client for safety custody to create routes for the new plumbing pipework	1	Item		
F	Allow for making good of the surface after hacking and removal of all existing plumbing pipework	1	Item		
G	Allow for pressure tesing the plumbing system for 24hours at 3 bar under the supervision of P.M.E before approval for plastering the pipework	1	Item		
	Total for Second floor Internal Plumbing carried to Collection page				

Item	Description	Qty	Unit	Rate (Kshs)	Cost (Kshs)
	<b>FOUL WATER INTERNAL DRAINAGE</b> 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.				
	<b>MuPVC and uPVC Waste and Soil pipework</b>				
A	100mm diameter heavy gauge grey mUPVC pipe	25	Lm		
B	50mm diameter waste pipe	25	Lm		
C	40mm diameter waste pipe	20	Lm		
	<b>Bends</b>				
D	100mm diameter sweep bend	4	No.		
E	50mm diameter sweep bend	6	No.		
F	40mm diameter sweep bend	4	No.		
	<b>Tees</b>				
G	100mm diameter sweep tee	2	No.		
H	50mm diameter sweep tee	8	No.		
I	40mm diameter sweep tee	6	No.		
	<b>Access Caps</b>				
J	100mm diameter access cap	2	No.		
K	50mm diameter access cap	3	No.		
L	40mm diameter access cap	6	No.		
	<b>WC Connectors</b>				
M	100mm diameter WC connector	2	No.		
	<b>Traps</b>				
N	100 x 50mm diameter floor trap and plastic grating	4	No.		
O	100x50mm Heavy duty boss connector	2	No.		
	<b>Total carried forward to the Next page</b>				



Item	Description	Qty	Unit	Rate (Kshs)	Cost (Kshs)
Total brought forward from Previous page					
A	Allow for carefull removal and disconnecting of existing 100mm diameter pipework stack and handover to client for safe custody.	1	Item		
B	Allow for hacking of walls and floors to install drainage pipework and making good of disturbed spaces after.	1	Item		
Total for Second Floor Internal Drainage carried to collection page					

**COLLECTION PAGE FOR SECOND FLOOR SANIATARY FITTINGS, INTERNAL PLUMBING, DRAINAGE WORKS**

Item	Description	Amount (Kshs)
1	Total Sanitary fittings brought forward .....	
2	Total Internal Plumbing brought forward .....	
3	Total Internal drainage brought forward .....	
<b>Total Second Floor Plumbing, Drainage Works Carried to Summary Page</b>		

Item	Description	Qty	Unit	Rate (Kshs)	Cost (Kshs)
	<b>THIRD FLOOR</b>				
	<b>SANITARY APPLIANCES</b> Supply, deliver, install, test and commission the following sanitary appliances complete with all the accessories including all connections to the services, waste, jointing to water supply overflows, supports and all plugging and screwing to walls and floors. (i) All sanitary fittings shall be in approved (ii) The Model and Ref No. indicated is only a guide to the type and quality of fittings. (iii) Equivalent and Approved models may be acceptable.				
A	<b>Wall hung wash hand basin</b> size 575 x 500mm with one tap hole, 32mm diameter chrome plated chain waste, chain stay hole and heavy duty chrome plated bottle trap (32mm 'P' trap) with 75mm seal complete with a bib tap. The wash hand basin to be as Twyford's Galerie Ref. No.GR4811 CH	1	No.		
B	<b>Kitchen Sink (SBSD)</b> Stainless steel, single bowl single drainer (SBSD) kitchen sink size 1000 x 600mm complete with 1No. 15mm dia chrome plated bib tap with indicator for cold water in the headwork, 40mm dia heavy duty sink waste, 86mm dia flange, 93mm long shank slotted with plug and backnut, 40mm dia plastic bottle trap with 75mm deep seal, chain waste and plug..	1	No		
C	<b>Angle valve &amp; Flexible Tubing</b> 15mm diameter x 300mm long flexible connectors complete with integral chrome plated angle valve as Cobra or equal and approved.	2	No		
D	<b>Hacking and Removal</b> Allow for careful hacking , removal and hand over to client's caretaker within the block for safe custody the existing sanitary fittings 1 WHB,1 Kitchen sink,	1	Item		
	<b>Total for Third floor Sanitary fittings carried to Collection page</b>				



<b>INTERNAL PLUMBING</b>					
<b>PPR Pipes</b>					
Supply, deliver and install Polypropylene Random (PP-R) 20 pipework to DIN 8077 with joints, couplings, reducers, tees, adaptors, pipe fixing clips etc all to DIN 16962 and DIN 16928 .Pipe jointing shall be by polyfusion or use of electric coupling. Where pipework is not chased proper anchoring using approved fixtures shall be done. No pipework shall be left exposed to the sun. Rates must allow for all Metal/plastic threaded adaptors where required for the connection of sanitary fixtures, valves, sockets, sliding and fixed joints, support raceways, isolating sheaths, elastic materials, expansion arms and bends, crossovers, couplings, clippings, connectors, joints etc. as required in the running lengths of pipework and also where necessary, for pipe fixing clips, holder bats plugged and screwed for the proper and satisfactory functioning of the system.					
<b>PPR PN 20 PIPEWORK</b>					
A	25mm diameter pipework	30	Lm		
B	32mm diameter pipework	40	Lm		
<b>Bends</b>					
C	25mm diameter bend	10	No.		
D	32mm diameter bend	4	No.		
<b>Tees</b>					
E	25mm equal tee	5	No.		
F	32x25x25mm tee	4	No.		
<b>Reducers</b>					
G	32 x 25mm diameter reducer	4	No.		
<b>Valves</b>					
H	32mm gate valve diameter approved medium pressure screw down full way non-rising stem wedge gate valve to BS 5154 PN 20 for series B rating, with wheel and head joints to steel tubing and complete with round male threaded transition fittings. The gate valve to be as PEGLER or approved equivalent.	2	No.		
<b>Total carried forward to the Next page</b>					



Item	Description	Qty	Unit	Rate (Kshs)	Cost (Kshs)
Total brought forward from Previous page					
	<b>Unions</b>				
A	32mm diameter pipe unions	2	No.		
	<b>Threaded Fittings</b>				
B	25mm male/female threaded 90° bend/Elbow	4	No.		
	<b>Male/Female Adapters (Brass threaded)</b>				
C	25mmx1/2 brass threaded elbow	4	No.		
	<b>Adaptor Union / Brass Female Threaded</b>				
D	25mmX3/4" threaded brass coupling	4	No.		
E	Allow for removal of existing plumbing pipework, ceramic floor tiles ,chiselling in concrete floor and masonry walling and handover to client for safety custody to create routes for the new plumbing pipework	1	Item		
F	Allow for making good of the surface after hacking and removal of all existing plumbing pipework	1	Item		
G	Allow for pressure tesing the plumbing system for 24hours at 3 bar under the supervision of P.M.E before approval for plastering the pipework	1	Item		
Total for Third floor Internal Plumbing carried to Collection page					

Item	Description	Qty	Unit	Rate (Kshs)	Cost (Kshs)
	<b>FOUL WATER INTERNAL DRAINAGE</b> 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.				
	<b>MuPVC and uPVC Waste and Soil pipework</b>				
A	100mm diameter heavy gauge grey mUPVC pipe	25	Lm		
B	50mm diameter waste pipe	25	Lm		
C	40mm diameter waste pipe	20	Lm		
	<b>Bends</b>				
D	100mm diameter sweep bend	4	No.		
E	50mm diameter sweep bend	6	No.		
F	40mm diameter sweep bend	4	No.		
	<b>Tees</b>				
G	100mm diameter sweep tee	2	No.		
H	50mm diameter sweep tee	8	No.		
I	40mm diameter sweep tee	6	No.		
	<b>Access Caps</b>				
J	100mm diameter access cap	2	No.		
K	50mm diameter access cap	3	No.		
L	40mm diameter access cap	6	No.		
	<b>WC Connectors</b>				
M	100mm diameter WC connector	2	No.		
	<b>Traps</b>				
N	100 x 50mm diameter floor trap and plastic grating	4	No.		
O	100x50mm Heavy duty boss connector	2	No.		
	<b>Total carried forward to the Next page</b>				



Item	Description	Qty	Unit	Rate (Kshs)	Cost (Kshs)
<b>Total brought forward from Previous page</b>					
A	Allow for carefull removal and disconnecting of existing 100mm diameter pipework stack and handover to client for safe custody.	1	Item		
B	Allow for hacking of walls and floors to install drainage pipework and making good of disturbed spaces after.	1	Item		
<b>Total for Third Floor Internal Drainage carried to collection page</b>					

**COLLECTION PAGE FOR THIRD FLOOR SANITARY FITTINGS, INTERNAL PLUMBING, DRAINAGE WORKS**

Item	Description	Amount (Kshs)
1	Total Sanitary fittings brought forward .....	
1	Total Internal Plumbing brought forward .....	
2	Total Internal drainage brought forward .....	
<b>Total Third Floor Sanitary fittings, Plumbing, Drainage Works Carried to Summary Page</b>		

	<b>ROOF</b>				
	<b>INTERNAL PLUMBING</b> <b>PPR Pipes</b> Supply, deliver and install Polypropylene Random (PP-R) 20 pipework to DIN 8077 with joints, couplings, reducers, tees, adaptors, pipe fixing clips etc all to DIN 16962 and DIN 16928 .Pipe jointing shall be by polyfusion or use of electric coupling. Where pipework is not chased proper anchoring using approved fixtures shall be done. No pipework shall be left exposed to the sun. Rates must allow for all Metal/plastic threaded adaptors where required for the connection of sanitary fixtures, valves, sockets, sliding and fixed joints, support raceways, isolating sheaths, elastic materials, expansion arms and bends, crossovers, couplings, clippings, connectors, joints etc. as required in the running lengths of pipework and also where necessary, for pipe fixing clips, holder bats plugged and screwed for the proper and satisfactory functioning of the system.				
	<b>PPR PN 20 PIPEWORK</b> A 32mm diameter pipework	120	Lm		
	<b>Bends</b> B 32mm diameter bend	40	No.		
	<b>Valves</b> 32mm gate valve diameter approved medium pressure screw down full way non-rising stem wedge gate valve to BS 5154 PN 20 for series B rating, with wheel and head joints to steel tubing and complete with round male threaded transition fittings. The gate valve to be as PEGLER or approved equivalent.	8	No.		
	<b>Unions</b> D 32mm diameter pipe unions	8	No.		
	F Allow for making good of the surface after hacking and removal of all existing plumbing pipework	1	Item		
	G Allow for pressure testing the plumbing system for 24hours at 3 bar under the supervision of P.M.E before approval for plastering the pipework	1	Item		
	<b>Total carried forward to the Next page</b>				



Item	Description	Qty	Unit	Rate (Kshs)	Cost (Kshs)
	<b>Total brought forward from Previous page</b>				
	<b>Water Storage Roof Tank</b>				
A	Vertical close end plastic moulded tank of capacity 750litres (163 gallons) and diameter 98x118 cm 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. The tank shall be mounted on a plinth to Structural Detail and shall be as KENTANK Model or approved equivalent.	4	No.		
B	Allow for removal of existing 4 No. faulty tanks from the block and handover to client for safe custody	1	Item		
	<b><u>Sterilization</u></b>				
C	Allow for flushing out and sterilizing the whole system with chlorine to the satisfaction of the Project Engineer.	1	Item		
D	Allow twenty five thousand for project approvals,supervision and transport for P.M.E	1	Item		
	<b><u>Testing and Commissioning</u></b>				
E	Allow for setting to work, testing and commissioning of the whole plumbing system to the satisfaction of the Engineer	1	Item		
	<b>Total for Roof Internal Plumbing carried to Collection page</b>				

Item	Description	Qty	Unit	Rate (Kshs)	Cost (Kshs)
	<b>FOUL WATER INTERNAL DRAINAGE</b> 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.				
	<b>MuPVC and uPVC Waste and Soil pipework</b> A 100mm diameter heavy gauge grey mUPVC pipe 25 Lm B Allow for hacking of walls,slab and floors to install drainage pipework and making good of disturbed spaces after. 1 Item C <b>Weathering Slates and Vent Cows</b> 6 No. D 100mm diameter weathering slate and apron. 6 No. 100mm diameter vent cowl				
Total for Roof Internal Drainage carried to collection page					

**COLLECTION PAGE FOR ROOF INTERNAL PLUMBING, DRAINAGE WORKS**

Item	Description	Amount (Kshs)
1	Total Internal Plumbing brought forward .....	
2	Total Internal drainage brought forward .....	
<b>Total Roof Plumbing, Drainage Works Carried to Summary Page</b>		

SUMMARY PAGE		
Item	DESCRIPTION	Amount (Kshs)
1	Total Ground Floor Plumbing and Drainage Works brought forward .....	
2	Total First Floor Plumbing and Drainage Works brought forward .....	
3	Total Second Floor Plumbing and Drainage Works brought forward .....	
4	Total Third Floor Plumbing and Drainage Works brought forward .....	
5	Total Roof Plumbing and Drainage Works brought forward .....	
	<b>TOTAL FOR PLUMBING AND DRAINAGE CARRIED TO GRAND SUMMARY</b>	



### SCHEDULE OF UNIT RATES

ITEM	DESCRIPTION	UNIT	RATE (KShs)
1.	Vertical close end plastic moulded tank of capacity 1000litres	No.	
2.	Asian water closet c/w cistern. (squatting)	Item	
3.	Carbon Dioxide Gas Fire Extinguisher	Item	
4.	Dry Chemical Powder Fire Extinguisher	Item	
5.	Manual Alarm Bell	Item	
6.	Toilet Roll Holder	Item	
7.	Semi recessed built in soap tray in vitreous china of size: 150 x 150mm in approved colour	Item	
8.	Chrome plated square shaped towel ring with fixing screws and plates	Item	
9.	Chrome plated robe hook mounted with concealed screws.	Item	

## SECTION H:

### TECHNICAL SCHEDULE OF ITEMS TO BE SUPPLIED

#### CONTENTS

CLAUSE No.  
PAGE

1.	GENERAL NOTES TO THE TENDERER.....	H-1
2.	TECHNICAL SCHEDULE.....	H-2
3.	TECHNICAL DATA .....	H-3 toH-4

## **TECHNICAL SCHEDULE**

### **1. General Notes to the Tenderer**

- 1.1 The tenderer shall submit technical schedules for all materials and equipment upon which he has based his tender sum.
- 1.2 The tenderer shall also submit separate comprehensive descriptive and performance details for all plant apparatus and fittings described in the technical schedules. Manufacturer's literature shall be accepted. Failure to comply with this may have his tender disqualified.
- 1.3 Completion of the technical schedule shall not relieve the Contractor from complying with the requirements of the specifications except as may be approved by the Engineer.

## TECHNICAL SCHEDULE

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

ITEM	DESCRIPTION	MANUFACTURER	COUNTRY OF ORIGIN	REMARKS (Catalogue No. etc.)
1.	Stainless steel, single bowl single drainer (SBSD) kitchen sink size 1200 x 600mm			
2.	Countertop wash hand basin size 575 x 500mm with one tap hole			
3.	100mm diameter WC connector			
4.	100 x 50mm diameter floor trap and plastic grating			



## SECTION I:

### DRAWING SCHEDULE

#### CONTENTS

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**DRAWING SCHEDULE:**

Drawings shall be provided during project implementation

## PROVISIONAL SUMS





PROPOSED REFURBISHMENT OF BLOCK A APARTMENT AT KEMRI MBAGATHI ESTATE,NAIROBI COUNTY

[illegible]



## GRAND SUMMARY





GRAND SUMMARY

ITEM	DESCRIPTION	CONTRACTOR'S USE (KSHS)	OFFICIAL USE ONLY (KSHS)
1	Particular Preliminaries .....From Pg PP/8		
2	General Preliminaries ....From Pg GP/9		
3	Builder's Work.....From Page BWS/1		
4	Electrical Works..From Pg D/5		
5	Mechanical Works..From Pg G-31		
6	Provisional Sums....From Pg PS/1		
	<b>TOTAL CARRIED TO FORM OF TENDER ( VAT INCL.)</b>		

Amount in words: Kenya

.....

Tenderer's signature and stamp.....

Address.....

Date.....

Witness: Name and signature.....

Address.....

Date.....

