



ZEP-RE PLACE, LONGONOT ROAD, UPPER HILL

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TENDER DOCUMENT FOR PROVISION OF SMALL WORKS

INVITATION TO TENDER No: - IRA/014/2021-2022

**TENDER NAME: PROPOSED OFFICE FIT-OUT OF IRA
OFFICES AT ZEP RE PLACE**

**CLOSING DATE & TIME: FRIDAY, 19TH NOVEMBER, 2021 AT
11:00 AM**

OCTOBER, 2021

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Bank Guarantee]

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FORM No. 7- RETENTION MONEY SECURITY

INVITATION TO TENDER

IRA/014/2021-2022 PROPOSED OFFICE FIT-OUT OF IRA OFFICES AT ZEP RE PLACE

1. The Insurance Regulatory Authority (IRA) is a state Regulatory Agency established in 2007 through an amendment of the Act. Cap 487 of the law of Kenya with a mandate to regulate, supervise and promote the development of Insurance Industry in Kenya.
2. IRA invites sealed tenders from eligible Suppliers for the Proposes
3. Tendering will be conducted under open competitive method (National) using a standardized tender document. Tendering is open to all qualified and interested tenderers.
4. Tendering is open to Citizen Contractors registered appropriately with National Construction Authority. (Preference and Reservation where applicable).
5. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours **9:00 a.m. to 4:00 p.m.** at the address given below;
6. A complete set of tender documents may be purchased or obtained by interested tenderers upon payment of a non- refundable fees of Kes. 1,000.00 in cash or Banker's Cheque and payable to the address given below. Tender documents may be obtained electronically from IRA's Website www.ira.go.ke and / or government tender dedicated portal www.tenders.go.ke Tender documents obtained electronically will be free of charge.
7. Tenderers who download the tender document must forward their particulars immediately to Office of the Procurement Manager @ procurement@ira.go.ke to facilitate any further clarification or addendum.
8. All Tenders must be accompanied by a tender security of **Kes. 400,000.00 (Four Hundred Thousand)** or *tender-Securing Declaration form as appropriate.*
9. The Tenderer shall chronologically serialize all pages of the tender documents submitted.
10. Completed tenders must be delivered to the address below on or before **Friday, 19th November, 2021 at 11:00 a.m.** and be deposited in the Tender Box situated at Insurance

Regulatory Authority, Zep-Re Place, 10th Floor, Longonot Road, Upper Hill, Nairobi or be addressed to: -

Chief Executive Officer (CEO),
Insurance Regulatory Authority,
10th Floor, Zep-Re Place, Longonot Road, Upper Hill,
P.O. Box 43505 – 00100,
NAIROBI, KENYA.

Bulky tenders which will not fit in the tender box shall be delivered to the office of the Manager, Procurement situated on 10th floor Zep-Re Place.

11. 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.

12. Late tenders will be rejected.

GODFREY K. KIPTUM, MBS
COMMISSIONER OF INSURANCE/CHIEF EXECUTIVE OFFICER
INSURANCE REGULATORY AUTHORITY

REGISTRATION FORM

Tender No. **IRA/014/2021-2022 – Proposed Office Fit-Out of IRA Offices at Zep-Re Place**

NOTE: Bidders are required to provide their contact details as shown below.

Name of the firm:

Contact Person:

Telephone:

Email address:

Postal Address: P.O. Box Code:.....Location:.....

Once completed please submit this form to the email below;

procurement@ira.go.ke

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

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

3.5 A Tenderer (either individually or as a JV member) shall not participate in more than one Tender, except for permitted alternative tenders. This includes participation as a subcontractor in other Tenders. Such participation shall result in the disqualification of all Tenders in which the firm is involved. A firm that is not a tenderer or a JV member may

participate as a subcontractor in more than one tender. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender.

- 3.6A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 4.8.A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub- consultants for any part of the Contract including related Services.
- 3.7Tenderer that has been debarred from participating in public procurement shall be ineligible to tender or be awarded a contract. The list of debarred firms and individuals is available from the website of PPRA www.ppra.go.ke.
- 3.8Tenderers 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.
- 3.9A Firms and individuals may be ineligible if their countries of origin (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country. A tenderer shall provide such documentary evidence of eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.
- 3.10 Foreign tenderers are required to source at least forty (40%) percent of their contract inputs (in supplies, subcontracts and labor) from national suppliers and contractors. To this end, a foreign tenderer shall provide in its tender documentary evidence that this requirement is met. Foreign tenderers not meeting this criterion will be automatically disqualified. Information required to enable the Procuring Entity determine if this condition is met shall be provided in for this purpose is be provided in "SECTION III - EVALUATION AND QUALIFICATION CRITERIA, Item 9".
- 3.11 Pursuant to the eligibility requirements of ITT 4.10, a tender is considered a foreign tenderer, if the tenderer is not registered in Kenya or if the tenderer is registered in Kenya and has less than 51 percent ownership by Kenyan Citizens. JVs are considered as foreign tenderers if the individual member firms are not registered in Kenya or if are registered in Kenya and have less than 51 percent ownership by Kenyan citizens. The JV shall not subcontract to foreign firms more than 10 percent of the contract price, excluding provisional sums.
- 3.12 The National Construction Authority Act of Kenya requires that all local and foreign contractors be registered with the National Construction Authority and be issued with a

Registration Certificate before they can undertake any construction works in Kenya. Registration shall not be a condition for tender, but it shall be a condition of contract award and signature. A selected tenderer shall be given opportunity to register before such award and signature of contract. Application for registration with National Construction Authority may be accessed from the website www.nca.go.ke.

3.13 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website www.cak.go.ke.

3.14 A Kenyan tenderer shall provide evidence of having fulfilled his/her tax obligations by producing a valid tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

4. Eligible Goods, Equipment, and Services

4.1 Goods, equipment and services to be supplied under the Contract may have their origin in any country that is not eligible under ITT 3.9. At the Procuring Entity's request, Tenderers may be required to provide evidence of the origin of Goods, equipment and services.

4.2 Any goods, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment shall not be eligible for procurement.

5. Tenderer's Responsibilities

5.1 The tenderer shall bear all costs associated with the preparation and submission of his/her tender, and the Procuring Entity will in no case be responsible or liable for those costs.

5.2 The tenderer, at the tenderer's own responsibility and risk, is encouraged to visit and examine the Site of the Works and its surroundings, and obtain all information that may be necessary for preparing the tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the tenderer's own expense.

5.3 The Tenderer and any of its personnel or agents will be granted permission by the Procuring Entity to enter upon its premises and lands for the purpose of such visit. The Tenderer shall indemnify the Procuring Entity against all liability arising from death or personal injury, loss of or damage to property, and any other losses and expenses incurred as a result of the inspection.

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

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

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

6.2 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.

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

7. Site Visit

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

8 Pre-Tender Meeting

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

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

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

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

9. Clarification and amendments of Tender Documents

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

10. Amendment of Tendering Document

10.1 At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the Tendering document by issuing addenda.

10.2 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tendering document from the Procuring Entity in accordance with ITT 6.3. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's web page in accordance with ITT 8.4.

10.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity shall extend, as necessary, the deadline for submission of Tenders, in accordance with ITT 25.2 below.

C. Preparation of Tenders

11. Cost of Tendering

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

12. Language of Tender

- 11.2 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

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;

- 13.1 Conformity: a technical proposal in accordance with ITT 18; any other document required in the **TDS**. 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.

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

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:
- a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Form of Tender, or any extension thereto provided by the Tenderer; or
 - b) 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:
- d) 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
 - e) 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. 1.3 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.

32. Non-material Non-conformities

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

33. Arithmetical Errors

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

34. Currency provisions

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

35. Margin of Preference and Reservations

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

36. Nominated Subcontractors

- 36.1 Unless otherwise stated in the TDS, the Procuring Entity does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Procuring Entity.
- 36.2 Tenderers may propose subcontracting up to the percentage of total value of contracts or the volume of works as specified in the TDS. Subcontractors proposed by the Tenderer shall be fully qualified for their parts of the Works.
- 36.3 The subcontractor's qualifications shall not be used by the Tenderer to qualify for the Works unless their specialized parts of the Works were previously designated by the Procuring Entity in the TDS as can be met by subcontractors referred to hereafter as 'Specialized Subcontractors', in which case, the qualifications of the Specialized Subcontractors proposed by the Tenderer may be added to the qualifications of the Tenderer.

37. Evaluation of Tenders

- 37.1 The Procuring Entity shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies the Procuring Entity shall determine the Best Evaluated Tender in accordance with ITT 40.
- 37.2 To evaluate a Tender, the Procuring Entity shall consider the following:
 - a) price adjustment due to discounts offered in accordance with ITT 16;
 - b) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 39;
 - c) price adjustment due to quantifiable nonmaterial non-conformities in accordance with ITT 30.3; and
 - d) any additional evaluation factors specified **in the TDS** and Section III, Evaluation and Qualification Criteria.
- 37.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be considered in Tender evaluation.
- 37.4 In the case of multiple contracts or lots, Tenderers shall be allowed to tender for one or more lots and the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Form of Tender, is specified in Section III, Evaluation and Qualification Criteria.

38. Comparison of Tenders

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

39. Abnormally Low Tenders

- 39.1 An Abnormally Low Tender is one where the Tender price, in combination with other elements of the Tender, appears so low that it raises material concerns as to the

capability of the Tenderer in regards to the Tenderer's ability to perform the Contract for the offered Tender Price or that genuine competition between Tenderers is compromised.

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

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

40. Abnormally High Tenders

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

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

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

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

41. Unbalanced and/or Front-Loaded Tenders

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

- 41.2 After the evaluation of the information and detailed price analyses presented by the Tenderer, the Procuring Entity may as appropriate:
- a) accept the Tender; or
 - b) require that the total amount of the Performance Security be increased at the expense of the Tenderer to a level not exceeding a 30% of the Contract Price; or
 - c) agree on a payment mode that eliminates the inherent risk of the Procuring Entity paying too much for undelivered works; or
 - d) reject the Tender,

42. Qualifications of the Tenderer

- 42.1 The Procuring Entity shall determine to its satisfaction whether the eligible Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender, meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 42.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 19. The determination shall not take into consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors if permitted in the Tender document), or any other firm(s) different from the Tenderer.
- 42.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring Entity shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated price to make a similar determination of that Tenderer's qualifications to perform satisfactorily.
- 42.4 An Abnormally Low Tender is one where the Tender price, in combination with other elements of the Tender, appears so low that it raises material concerns as to the capability of the Tenderer in regards to the Tenderer's ability to perform the Contract for the offered Tender Price.
- 42.5 In the event of identification of a potentially Abnormally Low Tender, the Procuring Entity shall seek written clarifications from the Tenderer, including detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the Tender document.
- 42.6 After evaluation of the price analyses, if the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, the Procuring Entity shall reject the Tender.

43. Best Evaluated Tender

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

- b) the lowest evaluated price.

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

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

G. 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.

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
	A. General
ITT 1.1	<p>The name of the contract is Proposed Office Fit-Out of IRA Offices at Zep-Re Place</p> <p>The reference number of the Contract is IRA/014/2021-2022</p> <p>The number and identification of lots (contracts) comprising this Tender are:</p> <p><i>[insert number and identification of lots (contracts)]</i></p> <p>Lot 1 - 3rd Floor Fit-Out Works</p> <p>Lot 2 - Chairman's' Office Fit-Out Works</p> <p>Lot 3 – Chief Executive Officer Office Fit-Out Works</p> <p>Lot 4 – Service Installation Works</p> <ul style="list-style-type: none">a) Main Electrical Distribution System Installationsb) Power Point Wiring & Installationsc) Lighting System Installationsd) Data & Structured Cabling System Installationse) Fire System Alarm Installationsf) Audio Visual System Installationsg) Uninterrupted Power Supply Systemh) CCTV Installationsi) Access Control System Installations
ITT 2.3	<p>The Information made available on competing firms is as follows:</p> <p>N/A</p>
ITT 2.4	<p>The firms that provided consulting services for the contract being tendered for are: JKUAT Enterprises Limited.</p>
ITT 3.1	<p>Maximum number of members in the Joint Venture (JV) shall be: Five (2).</p>

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
B. Contents of Tender Document	
8.1	<p>(A) Pre-Tender Conference shall take place at the following date, time and place:</p> <p>Date: Wednesday, 3rd November, 2021</p> <p>Time: 11:00 am</p> <p>Place: Zep-Re Place, Longonot Road, Upper Hill</p> <p>(B) A pre-arranged pre-tender visits of the site of the works <i>shall</i> take place at the following date, time and place:</p> <p>Date: Wednesday, 3rd November, 2021</p> <p>Time: 10:00 am</p> <p>Place: Zep-Re Place, Longonot Road, Upper Hill</p>
ITT 8.2	The Tenderer will submit any questions in writing, to reach the Procuring Entity not later than Tuesday, 9th November, 2021
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 www.ira.go.ke and Public Procurement Information Portal www.tenders.go.ke
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>Chief Executive Officer (CEO), Insurance Regulatory Authority, 10th Floor, Zep-Re Place, Longonot Road, Upper Hill, P.O. Box 43505 – 00100, NAIROBI, KENYA. Email: procurement@ira.go.ke To reach the IRA not later than date and time</p> <p>The Procuring Entity publish its response at the website www.ira.go.ke and www.tenders.go.ke</p>

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
C. Preparation of Tenders	
ITT 13.1 (h)	The Tenderer shall submit the following additional documents in its Tender: <i>Equipment Specifications & Data Sheets</i>
ITT 15.1	Alternative Tenders shall not be considered.
ITT 15.2	Alternative times for completion shall not be permitted.
ITT 15.4	Alternative technical solutions shall not be permitted.
ITT 16.5	The prices quoted by the Tenderer shall be fixed .
ITT 20.1	The Tender validity period shall be 90 (Ninety) days.
ITT 20.3 (a)	<p>(a) The delayed to exceeding 180 number of days.</p> <p>(b) The Tender price shall be adjusted by the following percentages of the tender price:</p> <p>(i) By 1.5 % of the local currency portion of the Contract price adjusted to reflect local inflation during the period of extension,</p> <p>and</p> <p>(ii) By 1.5 % the foreign currency portion of the Contract price adjusted to reflect the international inflation during the period of extension.</p>
ITT 21.1	<p><i>[If a Tender Security shall be required, a Tender-Securing Declaration shall not be required, and vice versa.]</i></p> <p>A Tender Security shall be required.</p> <p>A Tender-Securing Declaration shall be required.</p> <p>If a Tender Security shall be required, the amount and currency of the Tender Security shall be Kes. 400,000.00 (Four Hundred Thousand only)</p>
ITT 21.2 (d)	The other Tender Security shall be Kes. 400,000.00 (Four Hundred Thousand Only) from Insurance Company licensed by IRA
ITT 22.1	In addition to the original of the Tender, the number of copies is: 3 (Three) (ORIGINAL & 2 COPIES)

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 22.3	<p>The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: _</p> <p><i>Power of Attorney signed and dated by the principal</i></p>
D. Submission and Opening of Tenders	
ITT 24.1	<p>For <u>Tender submission purposes</u> only, the Procuring Entity's address is:</p> <p style="text-align: center;">Attention: Manager, Procurement Insurance Regulatory Authority, 10th Floor, Zep-Re Place, Longonot Road, Upper Hill, P.O. Box 43505 – 00100, NAIROBI, KENYA. Telephone: +254719047600/801</p> <p>Electronic mail address: Procurement@ira.go.ke</p> <p>The deadline for Tender submission is:</p> <p>Date: Friday, 19th, November, 2021 Time: 11:00 a.m.</p>
ITT 27.1	<p>The Tender opening shall take place at the time and the address for Opening of Tenders provided:</p> <p>As indicated above in ITT 24.1 N/A</p>
ITT 27.1	<p>If Tenderers are allowed to submit Tenders electronically, they shall follow the electronic tender submission procedures specified below</p> <p>N/A.</p>
ITT 27.6	<p>The number of representatives of the Procuring Entity to sign is _</p> <p>As per the tender opening committee appointment letter.</p>
E. Evaluation, and Comparison of Tenders	
ITT 32.3	<p>The adjustment shall be based on the average 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.</p>
ITT 35.2	<p>The invitation to tender is extended to the following groups that qualify for Reservations N/A</p>

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 36.1	At this time, the Procuring does not intend to execute certain specific parts of the Works by subcontractors selected in advance.
ITT 36.2	Contractor's may propose subcontracting: Maximum percentage of subcontracting permitted is: 50% of the total contract amount . 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	<p>The parts of the Works for which the Procuring Entity permits Tenderers to propose Specialized Subcontractors are designated as follows: -</p> <ul style="list-style-type: none"> a) Main Electrical Distribution System Installations b) Power Point Wiring & Installations c) Lighting System Installations d) Data & Structured Cabling System Installations e) Fire System Alarm Installations f) Audio Visual System Installations g) Uninterrupted Power Supply System h) CCTV Installations i) Access Control System Installations <p>For the above-designated parts of the Works that may require Specialized Subcontractors, the relevant qualifications of the proposed Specialized Subcontractors will be added to the qualifications of the Tenderer for the purpose of evaluation.</p>
ITT 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 Chartered Institute of Arbitrators.
ITT 52.2	Other documents required are N/A
ITT 54.1	The procedures for making a Procurement-related Complaints are detailed in the "Regulations" available from the PPRA Website www.ppra.go.ke or email complaints@ppra.go.ke . If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<p>(by the quickest means available, that is either by hand delivery or email to:</p> <p>For the attention: Godfrey K. Kiptum</p> <p>Title/position: Commissioner of Insurance & Chief Executive Officer</p> <p>Procuring Entity: Insurance Regulatory Authority</p> <p>Email address: procurement@ira.go.ke/ commins@ira.go.ke /</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ul style="list-style-type: none"> (i) the terms of the Tender Documents; and (ii) the Procuring Entity's decision to award the contract.

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

1. General Provisions

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

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

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

Evaluation and contract award Criteria

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

2. Preliminary examination for Determination of Responsiveness

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

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 N/A

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

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 5 Million. In addition, the bidder shall be required to provide Audited Financial Statements for the latest three (3) years.**
 - ii) Minimum average annual construction turnover of Kenya Shillings **150 Million**, equivalent calculated as total certified payments received for contracts in progress and/or completed within the last **three** years.
 - iii) At least five (5) of contract(s) of a similar nature executed within Kenya that have been satisfactorily and substantially completed as a prime contractor, or joint venture member or sub-contractor each of minimum value Kenya shillings **One Hundred Million.**
 - iv) Contractor's Representative and Key Personnel, which are specified and submitted as per Form PER-1.
 - v) Contractor's key equipment listed on the table "Contractor's Equipment" below.
 - vi) Other conditions depending on their seriousness.

a) History of non-performing contracts:

Tenderer and each member of JV in case the Tenderer is a JV, shall demonstrate that Non-performance of a contract did not occur because of the default of the Tenderer, or the member of a JV in the last **five (5) 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 **three (3) 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.

1.1 PRELIMINARY EVALUATION

S/No	MANDATORY REQUIREMENTS (MR)
MR 1	Valid Copy of certificate of incorporation/ Registration for main contractor and the subcontractors
MR 2	Valid Current Tax Compliance Certificate - Statement of tax compliance from Bidding Company, and if Consortium, from each member of the consortium.
MR 3	Valid copy of NCA 1, 2, 3, 4 or 5 registration certificates - Main works Valid copy of NCA 1, 2, 3, 4 or 5 registration certificates - Mechanical works Valid copy of NCA 1, 2, 3, 4 or 5 registration certificates - Electrical works Valid copy of EPRA registration certificate – Electrical Works
MR 4	Dully filled and signed confidential business questionnaire for main contractor and the subcontractors.
MR 5	Self-Declaration Forms SD1 (Non-Debarment), SD2 (Corruption or Fraudulent Practices) and SD3 (Code of Ethics) to be completed and signed accordingly
MR 6	Tenderers Information Form ELI-1.1 and Form ELI-1.2 [For JV Partners] duly signed and filled.
MR 7	Valid Copy of Single Business permit - 2021
MR 8	Submission of valid CR12 form showing the list directors /shareholding (issued within the last 1 year) or National Identity Card for Sole Proprietor
MR 9	Current annual contractors practicing license from National Construction Authority (NCA) for Main contractor and the subcontractors
MR 10	Details of Historical Contract Non-Performance, Pending Litigation and Litigation History as per Form Con-2
MR 11	Dully filled and signed Certificate of Independent Tender Determination.
MR 12	The Tender Security of Ksh. 400,000/= Four Hundred Thousand valid for 120 days from an Insurance Company licensed by IRA
MR 13	Submit a copy of Certified Audited accounts for the last three (3) years (2018, 2019 and 2020). The accounts to be signed by the auditor preparing them and the company directors. The financial Situation and Performance [Form Fin – 3.1] as well as Average Annual Construction Turnover [Form Fin – 3.2] must be duly filled.
MR 14	Letter of authority to seek references from the Tenderer's bankers.
MR 15	Dully filled and signed and stamped form of tender.
MR 16	Tenderers shall submit One Original and Two Copies of the completed tender document in a single sealed envelope or package. The technical and financial sections of the tender shall be submitted in one envelope of either the original or copies within the same package.
MR 17	The original and (2) copies of tender document should be properly BOUND and paginated in the correct sequence and all pages must be initialed.
MR 18	Provide proof of Power of attorney (of Tender Signatory)

MR 19	Provide documentary evidence of being duly registered with the National Hospital Insurance Fund and having a valid NHIF compliance certificate.
MR 20	Provide documentary evidence of being duly registered with the National Social Security Fund and having a valid NSSF compliance certificate.
MR 21	Foreign Tenderers shall be required to provide documentary evidence on the fulfilment of the Foreign Tenderers 40% Rule.

Tender Bid Document submitted without ANY of the above-mentioned Mandatory documents shall be rejected by Insurance Regulatory Authority Evaluation Committee and will therefore not proceed to the technical and financial evaluation stages.

N.B

All copies of original certificates submitted must be certified by a commissioner of oaths as a true copy of the original.

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

The Main contractor together with the domestic subcontractors under respective category must comply with the above mandatory requirements.

1.2 TECHNICAL EVALUATION

Award of points for the Technical Evaluation will be as follows: -

Parameter	Maximum Points
(1) Key personnel -----	25
(2) Contracts completed in the last ten (10) years -----	20
(3) Schedules of contractor's equipment -----	5
(4) Workshops -----	10
(5) Sanctity of the tender document as in accordance with clause 5 of Instruction to tenderer -----	5
(6) Audited Financial Report for the for the last 3 years -----	10
(7) Evidence of Financial Resources -----	10
(8) Litigation History -----	10
(9) Duly filled and signed form of tender.....	5
Total	100

The detailed scoring plan shall be as shown in Table 1 overleaf: -

Table 1: Scores for the Technical Evaluation

Item	Description	Points Scored	Max. Points
1	Key Personnel (Attach evidence)		
	Director of the firm <ul style="list-style-type: none"> • Holder of degree in a construction related field with more than 10 years of experience ----- 10 marks • Holder of diploma in construction related field with more than 10 years of experience ----- 5 marks • Holder of trade test certificate in relevant Engineering field with more than 10 years of experience --- 3 marks • No relevant certificate ----- 0 marks 		10
	At least 2 No. degree/diploma of the key personnel in relevant Design field. [Key Personnel schedule to be submitted as per Form PER -1] <ul style="list-style-type: none"> • With over 10 years' relevant experience---- ----- 5 marks each • With over 5 years' relevant experience ----- ----- 3 marks each • With under 5 years' relevant experience ---- ----- 2 marks each 		10
	At least 2No. certificate holder of key personnel in relevant Design field [Key Personnel schedule to be submitted as per Form PER -1] <ul style="list-style-type: none"> • With over 10 years' relevant experience ----- 5marks • With over 5 years' relevant experience ----- 3marks • With under 5 years' relevant experience ----- 2marks 		5
2	Completed or ongoing projects; a max of 5 No. projects (Attach evidence in form of contracts or letters of award or completion certificates, photographs, letters of reference from client, consultants). Ongoing projects to be over 50% complete. <ul style="list-style-type: none"> • Project of similar nature (building works and services installations works, as provided by the main contractor and the subcontractors respectively), complexity and magnitude of equal or higher value. ----- 5 marks each • Project of similar nature but of lower value than the one in consideration ----- 4 marks each • No project of similar nature ---- 0 marks 		25
3	Schedules of contractor's equipment. The Schedule to be submitted as per Form QU (Attach evidence of proof of ownership or lease agreement).		5

	For each specific equipment required in the construction work being tendered for; • Transportation equipment (at least 2No) – 5 Marks		
4	Workshops for carpentry, aluminum and steel fabrication; • 3 Trades-----10 marks • 2 Trades-----6marks • 1 Trader-----3 marks		10
5	Sanctity of the tender document of Having the document intact • Not tempered with in any way -----5 marks • Having mutilated or modified the document-----0 marks		5
6	Financial report Audited financial report (last three [3] years)- 2018-2020 • Turn over greater or equal to 1.5 times the cost of the project ----- 10 marks • Turn over greater or equal to the cost of the project ----- 5marks • Turn over below the cost of the project --- 1 marks		10
7	Evidence of financial resources (cash in hand, lines of credit, over draft facility etc.) • Has financial resources equal or above the cost of the project ----- 10marks • Has financial resources below the cost of the project, but over 50% of the cost of the project ----- 5marks • Has financial resources below 50% of the cost of the project or has not given evidence for the financial resources ----- 0marks		10
8	Litigation History • Has no construction-related litigation or arbitration case in the last five years ----- 10 • Has not more than three construction-related litigation or arbitration cases in the last five years -----5 • Has more than three construction-related litigation or arbitration cases in the last five years --- 0		10
	TOTAL		100

Any bidder who scores 70 points and above in this Technical Evaluation shall be considered for further evaluation.

1.3. FINANCIAL EVALUATION

STAGE 3 - FINANCIAL EVALUATION

Upon completion of the technical evaluation a detailed financial evaluation shall follow.

The evaluation shall be in **three stages**

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

A) Determination of Arithmetic Errors

Arithmetic Errors will be corrected by the Procuring Entity as follows:

- (i) 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 of the Public Procurement and Asset Disposal Act 2015, the tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity;
- (ii) Error correction factor shall be computed by expressing the difference between the amount and the corrected tender sum as a percentage of the corrected contract works (i.e. corrected tender sum less P.C; and Provisional Sums);
- (iii) The Error correction factor shall be applied to all contract works (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuation of variations.

B) Comparison of rates

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

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

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

C) Consistency of the Rates

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

STAGE 4 – DUE DILIGENCE & RECOMMENDATION FOR AWARD

Particulars of post – qualification if applicable. The Insurance Regulatory Authority may inspect the premises and under due diligence to seek further clarification/confirmation if necessary, to confirm authenticity /compliance of any condition of the tender /qualifications of the tenderer in line with **Section 83 of the Public Procurement and Asset Disposal Act, 2015**.

The bidder shall not be awarded the contract if they fail to pass the compliance test. The second lowest bidder shall be considered for due diligence.

Award Criteria:

The firm achieving the lowest evaluated price will be awarded the contract in line with Section 86 of the Public Procurement and Asset Disposal Act, 2015

Particulars of performance security if applicable. 5% of contract sum

QUALIFICATION FORM SUMMARY				
8				
1	2	3	4	5
Item No.	Qualification Subject	Qualification Requirement	Document To be Completed by Tenderer	For Procuring Entity's Use (Qualification met or Not Met)
1	Nationality	Nationality in accordance with ITT 3.6	Forms ELI – 1.1 and 1.2, with attachments	
2	Tax Obligations for Kenyan Tenderers	Has produced a current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority in accordance with ITT 3.14.	To be attached	
3	Conflict of Interest	No conflicts of interest in accordance with ITT 3.3	Statement to be attached	
4	PPRA Eligibility	Not having been declared ineligible by the PPRA as described in ITT 3.8	Statement of non-debarment be attached	
5	State-owned Enterprise	Meets conditions of ITT 3.7	Forms ELI – 1.1 and 1.2, with attachments	
6	Goods, equipment and services to be supplied under the contract	To have their origin in any country that is not determined ineligible under ITT 4.1	Forms ELI – 1.1 and 1.2, with attachments	

7	History of Non-Performing Contracts	Non-performance of a contract did not occur as a result of contractor default since 1 st January 2018	Form CON-2	
8	Suspension Based on Execution of Tender/Proposal Securing Declaration by the Procuring Entity	Not under suspension based on-execution of a Tender/Proposal Securing Declaration pursuant to ITT 19.9	Statement to be attached	
9	Pending Litigation	Tender's financial position and prospective long-term profitability still sound according to criteria established in 3.1 and assuming that all pending litigation will NOT be resolved against the Tenderer.	Form CON – 2	
10	Litigation History	No consistent history of court/arbitral award decisions against the Tenderer since 1 st January 2018.	Form CON – 2	
11	Financial Capabilities	(i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as Kenya Shillings <i>[insert amount]</i> equivalent for the subject contract(s) net of the Tenderer's other commitments.	Form FIN – 3.1, with attachments	

		<p>(ii) The Tenderers shall also demonstrate, to the satisfaction of the Procuring Entity, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.</p> <p>(iii) The audited balance sheets or, if not required by the laws of the Tenderer's country, other financial statements acceptable to the Procuring Entity, for the last 3 (<i>three</i>) years shall be submitted and must demonstrate the current soundness of the Tenderer's financial position and indicate its prospective long-term profitability.</p>		
12	Average Annual Construction Turnover	Minimum average annual construction turnover of Kenya Shillings 50 Million or equivalent calculated as total certified payments received for contracts in progress and/or completed within the last 3 (three) years, divided by 3 (three) years	Form FIN – 3.2	
13	General Construction Experience	Experience under construction contracts in the role of prime contractor, JV member, sub-contractor, or management contractor for at least the last [<i>insert number of years</i>] years, starting 1 st January [<i>insert year</i>].	4. Form EXP – 4.1 Experience	
14	Specific Construction & Contract	A minimum number of 5 (five) similar contracts specified below that have been	Form EXP 4.2(a)	

Management Experience	<p>satisfactorily and substantially completed as a prime contractor, joint venture member, management contractor or sub-contractor between 1st January 2018 and tender submission deadline i.e. 5 contracts, each of minimum value Kenya shillings 30 million and above or equivalent.</p> <p>The similarity of the contracts shall be based on the following: Office fit out works comprising 50% of Builders works and 50% of specialized works of Electrical & Mechanical Installations in nature.</p>		
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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.	Title of position: Contractor's Representative	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/ week/ months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart]</i>
2.	Title of position: <input type="text"/>	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/ week/ months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart]</i>
3.	Title of position: <input type="text"/>	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/ week/ months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart]</i>

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

3. **FORM PER-2:**

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

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

Name of Tenderer

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

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

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

Declaration

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

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

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

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

- be taken into consideration during Tender evaluation;
- result in my disqualification from participating in the Tender;
- 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): __

TENDERER'S QUALIFICATION WITHOUT PRE-QUALIFICATION

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

4.1 FORM ELI -1.1

Tenderer Information Form

Date: _____

ITT No. and title: _____

Tenderer's name
In case of Joint Venture (JV), name of each member:
Tenderer's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Tenderer's actual or intended year of incorporation:
Tenderer's legal address [in country of registration]:
Tenderer's authorized representative information
Name: _____
Address: _____
Telephone/Fax numbers: _____
E-mail address: _____
1. Attached are copies of original documents of
<input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 3.6
<input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 3.5
<input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITT 3.8, documents establishing:
<ul style="list-style-type: none">• Legal and financial autonomy

- Operation under commercial law
- Establishing that the Tenderer is not under the supervision of the Procuring Entity

2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

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: _____
<p>1. Attached are copies of original documents of</p> <p><input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 3.6.</p> <p><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.</p> <p>2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.</p>

FORM CON – 2**Historical Contract Non-Performance, Pending Litigation and Litigation History**

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

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

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

Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and Kenya Shilling equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Procuring Entity: <i>[insert full name]</i> Address of Procuring Entity: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

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

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

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

Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: _____ _____ Contract Name: _____ _____ Contract Number: _____ _____ Name of Procuring Entity: _____ _____ Address of Procuring Entity: P.O Box _____ Code _____ Location _____ Matter in dispute: _____ _____ _____ Party who initiated the dispute: _____ _____ Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i> : _____ _____ _____ _____	<i>[insert amount]</i>

4.3 **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)					
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.

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

4.4.3 Financial documents

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

3.1. The financial statements shall:

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

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

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

4.4 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 equivalent	Shilling
<i>[indicate year]</i>	<i>[insert amount and indicate currency]</i>			
Average Annual Construction Turnover *				

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

4.5 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		

4.6 FORM FIN – 3.4:

Current Contract Commitments / Works in Progress

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

Current Contract Commitments

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

4.7**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: _____	

4.8 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:				

4.9 FORM EXP - 4.2 (a) (cont.)

Specific Construction and Contract Management Experience (cont.)

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

4.10 FORM EXP - 4.2(b)

Construction Experience in Key Activities

Tenderer's Name: _____

Date: _____

JV Member's Name _____

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.

The form is to be replicated for all key activities provided by the subcontractors.

1. Key Activity No One: _____

	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member 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				

	Information
Procuring Entity's Name:	
Address:	
Telephone/fax number	
E-mail:	

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

OTHER FORMS

4. FORM OF TENDER

INSTRUCTIONS TO TENDERERS

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

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

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

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

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

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

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

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

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

2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Project Manager's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Special Conditions of Contract.
3. We agree to adhere by this tender until *[Insert date]*, and it shall remain binding upon us and may be accepted at any time before that date.

4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us. We further understand that you are not bound to accept the lowest or any tender you may receive.
5. We, the undersigned, further declare that:
- i) No reservations: We have examined and have no reservations to the tender document, including Addenda issued in accordance with ITT 28;
 - ii) Eligibility: We meet the eligibility requirements and have no conflict of interest in accordance with ITT 3 and 4;
 - iii) Tender-Securing Declaration: We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing or Proposal-Securing Declaration in the Procuring Entity's Country in accordance with ITT 19.8;
 - iv) Conformity: We offer to execute in conformity with the tendering documents and in accordance with the implementation and completion specified in the construction schedule, the following Works: *[insert a brief description of the Works]*;
 - v) Tender Price: The total price of our Tender, excluding any discounts offered in item 1 above is: *[Insert one of the options below as appropriate]*
 - vi) Option 1, in case of one lot: Total price is: *[insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies]*;
Or
Option 2, in case of multiple lots:
 - a) Total price of each lot *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]*; and
 - b) Total price of all lots (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies]*;
 - vii) Discounts: The discounts offered and the methodology for their application are:
 - viii) The discounts offered are: *[Specify in detail each discount offered.]*
 - ix) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts]*;
 - x) Tender Validity Period: Our Tender shall be valid for the period specified in TDS 18.1 (as amended, if applicable) from the date fixed for the Tender submission deadline specified in TDS 22.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
 - xi) Performance Security: If our Tender is accepted, we commit to obtain a Performance Security in accordance with the Tendering document;

- xii) One Tender Per Tender: We are not submitting any other Tender(s) as an individual Tender, and we are not participating in any other Tender(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITT 3.4, other than alternative Tenders submitted in accordance with ITT 13.3;
- xiii) Suspension and Debarment: We, along with any of our subcontractors, suppliers, Project Manager, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Public Procurement Regulatory Authority or any other entity of the Government of Kenya, or any international organization.
- xiv) State-owned enterprise or institution: [select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITT 3.8];
- xv) Commissions, gratuities, fees: We have paid, or will pay the following commissions, gratuities, or fees with respect to the tender process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*.

Name of Recipient	Address	Reason	Amount

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

- xvi) Binding Contract: We understand that this Tender, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- xvii) Not Bound to Accept: We understand that you are not bound to accept the lowest evaluated cost Tender, the Most Advantageous Tender or any other Tender that you may receive;
- xviii) Fraud and Corruption: We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.
- xix) Collusive practices: We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded.

To this effect we have signed the “Certificate of Independent Tender Determination” attached below.

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

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

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

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

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

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

Date signed__day of, _____

Notes

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

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

A. TENDERER'S ELIGIBILITY - CONFIDENTIAL BUSINESS QUESTIONNAIRE

Instruction to Tenderer

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

(a) Tenderer's details

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

9		Maximum value of business which the Tenderer handles.	
10		State if Tenders Company is listed in stock exchange, give name and full address (<i>postal and physical addresses, email, and telephone number</i>) of state which stock exchange	

General and Specific Details

b) Sole Proprietor, provide the following details.

Name in full_Age___ Nationality__Country of Origin__ Citizenship _____

c) Partnership, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

d) Registered Company, provide the following details.

i) Private or public Company_

ii) State the nominal and issued capital of the Company_ Nominal Kenya Shillings
(Equivalent)..... Issued Kenya
Shillings (Equivalent).....

iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

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

- i) Are there any person/persons in the **Insurance Regulatory Authority** who has/have an interest or relationship in this firm? Yes/No.....

If yes, provide details as follows.

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

i) **Conflict of interest disclosure**

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly controlling, is controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tender has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the		

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

e) 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 **Insurance Regulatory Authority** 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.

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

Bidder Official Stamp

FORM SD2

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

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

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

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

Bidder's Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

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

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

Name of Authorized signatory.....

Sign.....

Position.....

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

E-mail.....

Name of the Firm/Company.....

Date.....

(Company Seal/ Rubber Stamp where applicable)

Witness

Name.....

Sign..... Date.....

D. APPENDIX 1- FRAUD AND CORRUPTION

(Appendix 1 shall not be modified)

1. Purpose

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

3. Requirements

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

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

- 1) a person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
- 2) A person referred to under subsection (1) who contravenes the provisions of that subsection commits an offence;
- 3) Without limiting the generality of the subsection (1) and (2), the person shall be: -
 - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
 - b) if a contract has already been entered into with the person, the contract shall be voidable;
- 4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
- 5) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement: -
 - a) shall not take part in the procurement proceedings;

- b) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
 - c) shall not be a subcontractor for the bidder to whom was awarded contract, or a member of the group of bidders to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.
- 6) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;
- 7) If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5)(a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. Etc.

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

- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
 - i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v) “obstructive practice” is:
 - deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

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

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

Beneficiary: _____

Request for Tenders No: _____

Date: _____

TENDER GUARANTEE No.: _____

Guarantor: _

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

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]

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
- c) Daywork Schedule; and
- d) Provisional items
- e) Summary.

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

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

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

- 1.2 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.
- 1.3 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).
- 1.4 The documents forming the Contract shall be interpreted in the following order of priority:
 - a) Agreement,
 - b) Letter of Acceptance,
 - c) Contractor's Bid,
 - d) Special Conditions of Contract,
 - e) General Conditions of Contract, including Appendices,
 - f) Specifications,
 - g) Drawings,
 - h) Bill of Quantities⁶, and

- i) any other document **listed in the SCC** as forming part of the Contract.

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

12 Contractor's Risks

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 affect the insurance which the Contractor should have provided and recover the premiums the Procuring Entity has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

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

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

14 Site Data

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

15 Contractor to Construct the Works

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

16 The Works to Be Completed by the Intended Completion Date

16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as

updated with the approval of the Project Manager, and complete them by the Intended Completion Date.

17 Approval by the Project Manager

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

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

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

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

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

18 Safety

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

19 Discoveries

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

20 Possession of the Site

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

21 Access to the Site

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

22 Instructions, Inspections and Audits

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

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

22.3 The Contractor shall permit and shall cause its subcontractors and sub-consultants to permit, the Procuring Entity and/or persons appointed by the Public Procurement

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

23 Appointment of the Adjudicator

23.1 The Adjudicator shall be appointed jointly by the Procuring Entity and the Contractor, at the time of the Procuring Entity's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Procuring Entity does not agree on the appointment of the Adjudicator, the Procuring Entity will request the Appointing Authority designated in the SCC, to appoint the Adjudicator within 14 days of receipt of such request.

23.2 Should the Adjudicator resign or die, or should the Procuring Entity and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Procuring Entity and the Contractor. In case of disagreement between the Procuring Entity and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the SCC at the request of either party, within 14 days of receipt of such request.

24 Settlement of Claims and Disputes

24.1 Contractor's Claims

24.1.1 If the Contractor considers itself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give Notice to the Project Manager, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 30 days after the Contractor became aware, or should have become aware, of the event or circumstance.

24.1.2 If the Contractor fails to give notice of a claim within such period of 30 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Procuring Entity shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub-Clause shall apply.

24.1.3 The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.

- 24.1.4 The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Project Manager. Without admitting the Procuring Entity's liability, the Project Manager may, after receiving any notice under this Sub-Clause, monitor the record- keeping and/or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Project Manager to inspect all these records, and shall (if instructed) submit copies to the Project Manager.
- 24.1.5 Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Project Manager, the Contractor shall send to the Project Manager a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:
- a) this fully detailed claim shall be considered as interim;
 - b) the Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed, and such further particulars as the Project Manager may reasonably require; and
 - c) the Contractor shall send a final claim within 30 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Project Manager.
- 24.1.6 Within 42 days after receiving a Notice of a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Project Manager and approved by the Contractor, the Project Manager shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within the above defined time period.
- 24.1.7 Within the above defined period of 42 days, the Project Manager shall proceed in accordance with Sub-Clause
- 24.1.8 [Determinations] to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Sub-Clause 8.4 [Extension of Time for Completion], and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.
- 24.1.9 Each Payment Certificate shall include such additional payment for any claim as has been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate.
- 24.1.10 If the Project Manager does not respond within the timeframe defined in this Clause, either Party may consider that the claim is rejected by the Project Manager and any of the Parties may refer to Arbitration in accordance with Sub-Clause 24.4 [Arbitration].

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

24.2 Amicable Settlement

24.2.1 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.

24.3 Matters that may be referred to arbitration

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

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

24.4 Arbitration

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

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

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

24.4.4 The Arbitrator shall, without prejudice to the generality of his powers, have

powers to direct such measurements, computations, tests or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any certificate.

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

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

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

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

24.4.9 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

24.5 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.

24.6 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.

24.7 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.

24.8 Contract operations to continue

24.8.1 Notwithstanding any reference to arbitration herein,

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

25 Fraud and Corruption

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

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

B. Time Control

26 Program

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

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

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

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

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

27 Extension of the Intended Completion Date

- 27.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.

- 27.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

28 Acceleration

- 28.1 When the Procuring Entity wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Procuring Entity accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Procuring Entity and the Contractor.

- 28.2 If the Contractor's priced proposals for an acceleration are accepted by the Procuring Entity, they are incorporated in the Contract Price and treated as a Variation.

29 Delays Ordered by the Project Manager

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

30 Management Meetings

- 30.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

30.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Procuring Entity. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

31 Early Warning

31.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

31.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

C. Quality Control

32 Identifying Defects

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

33 Tests

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

34 Correction of Defects

34.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the SCC. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

34.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.

35 Uncorrected Defects

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

D. Cost Control

36 Contract Price⁷

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

37 Changes in the Contract Price⁸

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

37.2 If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.

38 Variations

38.1 All Variations shall be included in updated Programs⁹ produced by the Contractor.

38.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.

38.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.

38.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

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

38.6 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

38.7 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.

38.8 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.

38.9 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 Program11, is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

40 Payment Certificates

40.1 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 completed¹².
- 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:
(corrected tender price – tender price)/tender price X 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.

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

43 Tax

43.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 30 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be

the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 44.

44 Currency of Payment

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

45 Price Adjustment

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

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

where:

adjustment factor for the portion of the Contract Price payable.

P is the

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

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

46 Retention

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

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

47 Liquidated Damages

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

47.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be

paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub-Clause 41.1.

48 Bonus

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

49 Advance Payment

49.1 The Procuring Entity shall make advance payment to the Contractor of the amounts stated in the **SCC** by the date stated in the **SCC**, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Procuring Entity in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.

49.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.

49.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

50 Securities

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

51 Dayworks

51.1 If applicable, the Dayworks rates in the Contractor's Bid shall be used only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.

51.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.

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

52 Cost of Repairs

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

E. Finishing the Contract

53 Completion

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

54 Taking Over

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

55 Final Account

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

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

56 Operating and Maintenance Manuals

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

56.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the SCC pursuant to GCC Sub-Clause 56.1, or they do not receive the

Project Manager's approval, the Project Manager shall withhold the amount **stated in the SCC** from payments due to the Contractor.

57 Termination

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

57.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:

- a) the Contractor stops work for 30 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
- b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 30 days;
- c) the Procuring Entity or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- d) a payment certified by the Project Manager is not paid by the Procuring Entity to the Contractor within 84 days of the date of the Project Manager's certificate;
- e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
- f) the Contractor does not maintain a Security, which is required;
- g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the SCC**; or
- h) if the Contractor, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix A to the GCC, in competing for or in executing the Contract, then the Procuring Entity may, after giving fourteen (14) days written notice to the Contractor, terminate the Contract and expel him from the Site.

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

57.4 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

57.5 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC Sub-Clause 56.2 above, the Project Manager shall decide whether the breach is fundamental or not.

58 Payment upon Termination

58.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work

not completed, as specified in the SCC. Additional Liquidated Damages shall not apply. If the total amount due to the Procuring Entity exceeds any payment due to the Contractor, the difference shall be a debt payable to the Procuring Entity.

58.2 If the Contract is terminated for the Procuring Entity's convenience or because of a fundamental breach of Contract by the Procuring Entity, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

59 Property

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

60 Release from Performance

60.1 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
A. General	
GCC 1.1 (q)	The Procuring Entity is Chief Executive Officer (CEO), Insurance Regulatory Authority, 10th Floor, Zep-Re Place, Longonot Road, Upper Hill, P.O. Box 43505 – 00100, <u>NAIROBI, KENYA.</u>
GCC 1.1 (u)	The Intended Completion Date for the whole of the Works shall be – 60 days from the date of contract agreement.
GCC 1.1 (x)	The Project Manager is Project Manager - Consultancy Division, JKUAT Enterprises Ltd. of P.O Box 62000 – 00200 <u>Nairobi Kenya</u>
GCC 1.1 (z)	The Site is located at Zep-Re Place, Longonot Road, Upper Hill
GCC 1.1 (cc)	The Start Date shall be – To be communicated by the Project Manger
GCC 1.1 (gg)	The works consist of Internal office fit out works at 3 rd floor, Chairman’s office and the CEO’s offices.
GCC 2.2	Sectional Completions are: <i>N/A</i>
GCC 5.1	The Project manager <i>may</i> delegate any of his duties and responsibilities.
GCC 8.1	Schedule of other contractors: <i>N/A</i>
GCC 9.1	Key Personnel GCC 9.1 is replaced with the following: 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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>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>
GCC 13.1	<p>The minimum insurance amounts and deductibles shall be:</p> <p>(a) for loss or damage to the Works, Plant and Materials: <i>Kshs 2,000,000.00</i></p> <p>(b) for loss or damage to Equipment: <i>Kshs NIL</i></p> <p>(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract: <i>Kshs 1,000,000.00</i></p> <p>(d) for personal injury or death:</p> <p style="padding-left: 40px;">(i) of the Contractor's employees: <i>Kshs 1,000,000.00</i></p> <p style="padding-left: 40px;">(ii) of other people: <i>Kshs 1,000,000.00</i></p>
GCC 14.1	Site Data are: <i>N/A</i>
GCC 20.1	The Site Possession Date(s) shall be: <i>To be communicated by the Project Manager</i>
GCC 23.1 & GCC 23.2	<p>Appointing Authority for the Adjudicator: Chartered Institute of Arbitrators</p> <p>Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: <i>To be agreed by the Parties</i></p>
B. Time Control	
GCC 26.1	The Contractor shall submit for approval a Program for the Works within 14 days from the date of the Letter of Acceptance.
GCC 26.3	<p>The period between Program updates is 28 days.</p> <p>The amount to be withheld for late submission of an updated Program is <i>Full Certificate</i>.</p>
C. Quality Control	
GCC 34.1	The Defects Liability Period is: <i>180 days</i> .
D. Cost Control	
GCC 38.9	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. <i>N/A</i>
GCC 44.1	The currency of the Procuring Entity's Country is: <i>Kenya Shillings (Kshs)</i> .

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 45.1	The Contract <i>is not</i> subject to price adjustment in accordance with GCC Clause 45, and the following information regarding coefficients <i>does not</i> apply.
GCC 46.1	The proportion of payments retained is: <i>10%</i>
GCC 47.1	The liquidated damages for the whole of the Works are <i>0.05%</i> per day. The maximum amount of liquidated damages for the whole of the Works is <i>5%</i> of the final Contract Price.
GCC 48.1	N/A
GCC 49.1	The Advance Payments shall be <i>10%</i> of the Contract Sum and shall be paid to the Contractor no later than 30 days from Contract date.
GCC 50.1	<p>The Performance Security amount is <i>10% of the Contract Sum</i>.</p> <p>(a) Performance Security – Bank Guarantee: in the amount(s) of <i>10%</i> percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount.</p> <p>(b) Performance Security – Performance Bond: in the amount(s) of <i>10%</i> percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount.</p>
E. Finishing the Contract	
GCC 56.1	<p>The date by which operating and maintenance manuals are required is <i>at practical completion of the works</i>.</p> <p>The date by which “as built” drawings are required is <i>at practical completion of the works</i>.</p>
GCC 56.2	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 58.1 is <i>2.5% of the Contract Sum</i> .
GCC 57.2 (g)	The maximum number of days is: <i>100 days</i> .
GCC 58.1	The percentage to apply to the value of the work not completed, representing the Procuring Entity’s additional cost for completing the Works, is <i>10%</i> .

FORM No 1: NOTIFICATION OF INTENTION TO AWARD

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

FORMAT

1. For the attention of Tenderer's Authorized Representative

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

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

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

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

3. Notification of Intention to Award

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

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

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

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

a) The successful tenderer

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

b) Other Tenderers

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

S/No	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 or complaints@ppra.go.ke.

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

- e) There are four essential requirements:
 - v) 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.
 - vi) The complaint can only challenge the decision to award the contract.
 - vii) You must submit the complaint within the period stated above.
 - viii) 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 ofdated the...day of20.....in the matter of Tender No.....of20..... for(Tender description).

REQUEST FOR REVIEW

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

- 1.
- 2.

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

- 1.
- 2.

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

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

SIGNED

Board Secretary

FORM NO 3: LETTER OF AWARD

[letterhead paper of the Procuring Entity] [date]

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

This is to notify you that your Tender dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Contract Data]* for the Accepted Contract Amount *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers, is 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)*,¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.
4. This guarantee shall expire, no later than the Day of, 2.....2, and any demand for payment under it must be received by us at the office indicated above on or before that date.
5. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

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

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:

- a) complete the Contract in accordance with its terms and conditions; or
- b) obtain a tender or tenders from qualified tenderers for submission to the Procuring Entity for completing the Contract in accordance with its terms and conditions, and upon determination by the Procuring Entity and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Procuring Entity and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the

amount set forth in the first paragraph hereof. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Procuring Entity to Contractor under the Contract, less the amount properly paid by Procuring Entity to Contractor; or

- c) pay the Procuring Entity the amount required by Procuring Entity to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

- 4. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.
- 5. Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Procuring Entity named 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 _____, 20____, 20____, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

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

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

1 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.

2 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 _____])¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or 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.....2, and any demand for payment under it must be received by us at the office indicated above on or before that date.

6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months] [one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

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

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

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

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

FORM NO. 9 BENEFICIAL OWNERSHIP DISCLOSURE FORM

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. 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 Tenderer by meeting one or more of the following conditions:

- Directly or indirectly holding 25% or more of the shares.*
- Directly or indirectly holding 25% or more of the voting rights.*
- Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer.*

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

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

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

Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer (Yes / No)
<i>[include full name (last, middle, first), nationality, country of residence]</i>			

OR

- ii) We declare that there is no Beneficial Owner meeting one or more of the following conditions: directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights. Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer.

OR

We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Tenderer shall provide explanation on why it is unable to identify any Beneficial Owner]

Directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights.

Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer]"

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]

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]

PROPOSED IRA OFFICES FITOUTS

ZEP-RE PLACE, LONGONOT ROAD, UPPER-HILL - NAIROBI

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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.

E. JOINERY

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

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

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

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

PREAMBLES AND PRICING NOTES

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

F. 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.

G. 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.

H. 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.

I. 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.

J. PAINTING

All paint shall be 1st quality "Crown" or other equal and approved.

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

PREAMBLES AND PRICING NOTES

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.

PROPOSED IRA OFFICES FITOUTS

ZEP-RE PLACE, LONGONOT ROAD, UPPER-HILL - NAIROBI

BILL NO. 1 - PARTICULAR PRELIMINARIES

ITEM	DESCRIPTION	KSHS
A	<u>NOTES ON PRICING OF ITEMS OF PRELIMINARIES</u> Items described in this section cover the minimum requirements and conditions necessary for the full and proper execution of the contract. The tenderer is required to read and fully understand his obligations under each item and thus assess his costs for complying with the same for the duration of the contract. Should no price be inserted against any item, it shall be assumed that the tenderer has covered any costs associated with that item elsewhere in the Bills of quantities and shall nevertheless be required to comply with such and all items of preliminaries.	
B	DEFINITION OF TERMS (i)Employer: The term 'Employer' wherever used hereinafter and in all Contract Documents shall mean Insurance Regulatory Authority of P.O Box 43505 - 00100. Nairobi (ii) Project Managers: The term 'Project Manager' wherever used hereinafter and in all contract documents shall mean Insurance Regulatory Authority and its Agents of P.O Box 43505 - 00100. Nairobi (iii)Architect: The term 'Architect' whenever used hereinafter and in all contract documents shall mean Insurance Regulatory Authority and its Agents of P.O Box 43505 - 00100. Nairobi (iv)Quantity Surveyor: The term 'Quantity Surveyor' wherever used hereinafter and in all contract documents shall mean Insurance Regulatory Authority and its Agents of P.O Box 43505 - 00100. Nairobi (v)Engineer (Structural):The term 'Engineer (Structural)' wherever used hereinafter and in all contract documents shall mean Insurance Regulatory Authority and its Agents of P.O Box 43505 - 00100. Nairobi (vi)Electrical Engineer -The term 'Electrical Engineer' wherever used hereinafter and in all contract documents shall mean Insurance Regulatory Authority and its Agents of P.O Box 43505 - 00100. Nairobi (vii)Mechanical Engineer: The term 'Mechanical Engineer' wherever used hereinafter and in all contract documents shall mean Insurance Regulatory Authority and its Agents of P.O Box 43505 - 00100. Nairobi (viii)Contractor - Means the person or firm named in the articles of agreement with whom the Employer has entered into contract and includes the legal successors in title and permitted assigns	
Total carried forward to collection		

PROPOSED IRA OFFICES FITOUTS

ZEP-RE PLACE, LONGONOT ROAD, UPPER-HILL - NAIROBI

BILL NO. 1 - PARTICULAR PRELIMINARIES

ITEM	DESCRIPTION	KSHS
	Definition of terms (ctd)	
	(ix)Works - Means the permanent works designed for the Employer by the Architect or other agents for execution by the Contractor and as described in the contract documents. It shall include work of all sub-contractors and suppliers as well as materials and goods supplied for incorporation in the Works.	
	(x)Contract. The term "Contract" wherever used hereinafter and in all contract documents shall mean the letter of award of Contract, Agreement and Conditions of Contract for Building Works, Drawings, priced and signed Bills of Quantities, the schedules and other documents forming part of the contract.	
	(xi)Contract Drawing. The term "Contract Drawings" wherever used hereinafter and in all contract documents shall be deemed to imply the drawing referred to in these Bills of Quantities.	
	(xii)Site Means the place or places where the permanent Works are to be carried out and to which materials and goods are to be delivered and includes workshops or other places where materials, goods or work are being prepared for incorporation in the Works either by the Contractor, sub-contractors or by others.	
	(xiii)Approved, Directed and Selected. The terms "Approved", "Directed" and "Selected" wherever used hereinafter and in all contract documents shall mean the approval, direction and selection of or by the Architect.	
	(xiv)Singular and Plural. Words importing the singular only wherever used hereinafter and in all contract documents shall also include the plural and vice versa where the context requires. Persons shall include bodies corporate.	
	Total carried forward to collection	

PROPOSED IRA OFFICES FITOUTS

ZEP-RE PLACE, LONGONOT ROAD, UPPER-HILL - NAIROBI

BILL NO. 1 - PARTICULAR PRELIMINARIES

ITEM	DESCRIPTION	KSHS
A	FIRM PRICE CONTRACT Unless otherwise specifically stated, this is a firm 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 contract	
B	SCOPE OF CONTRACT The Work to be carried out under this contract comprise complete internal fitouts to existing space on 3rd floor IRA Offices complete with associated electrical and mechanical works and installation of equipment, if any; all as per drawings, technical specifications and bills of quantities. The proposed works are on Zep-Re Place Building, Longonot Road, Upperhill Nairobi.	
C	FLOOR AREA Total floor area is approximately 404 square metres and this is given for guidance only and without any warranty.	
D	BID SECURITY The bid security shall be Kenya Shillings Four Hundred Thousand (Kshs 400,000/=) from a reputable financial institution approved by the Central Bank of Kenya (CBK) or from an insurance Company approved by Insurance Regulatory Authority (IRA)	
E	VALUE ADDED TAX (VAT) All rates quoted shall be deemed to be inclusive of 16% VAT.	
F	CONTINGENCY SUM The miscellaneous items will be expensed by the Employer upon proof that their cost has been fully executed.	
Total carried forward to collection		

PROPOSED IRA OFFICES FITOUTS

ZEP-RE PLACE, LONGONOT ROAD, UPPER-HILL - NAIROBI

BILL NO. 1 - PARTICULAR PRELIMINARIES

ITEM	DESCRIPTION	KSHS
A	A LOCATION OF SITE <p>The site for the proposed Works is at Zep-Re Place Building, Longongot Road, Upperhill, Nairobi</p> <p>The contractor MUST visit the site and acquaint himself with the conditions and if unable to do so apply to the Project Manager for directions to enable him to do so.</p> <p>The Contractor is recommended to visit the site and he shall be deemed to have acquainted himself therewith as to its nature and position means of access, etc, and no claim in this connection will be allowed. No claim will be allowed for travelling or other expenses which may be incurred by the contractor in visiting the site preparing for the tender for the works.</p>	
B	MEASUREMENTS <p>In the event of any discrepancies between the Bills of Quantities and the actual works, the site measurements shall generally take precedence. However, such discrepancies between any contract document shall immediately be referred to the Project Manager.</p>	
C	CLAIMS <p>It shall be a condition of this Contract that upon it becoming reasonably apparent by 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 notice to the PROJECT MANAGER within the Contract Period. No claims shall be entertained upon the expiry of the said contract period</p>	
D	MATERIALS FROM DEMOLITION <p>All materials arising from demolition shall NOT be re-used except with express approval of the Project Manager. Materials arising out of Demolitions shall remain the property of the Employer.</p>	
E	CONTRACT COMPLETION PERIOD <p>The contract completion period in accordance with condition 31 of the the conditions of contract must be strictly adhered to. The "PROJECT MANAGER" shall strictly monitor the Contractor's progress in relation to the progress chart, and should it be found necessary, the "PROJECT MANAGER" shall inform the Contractor in writing that his actual performance on site is not satisfactory.</p> <p>In all such cases, the Contractor shall accelerate his rate of performance, production and progress by all means such as additional labour, plant e.t.C., and working overtime all at his cost.</p>	
Total carried forward to collection		

PROPOSED IRA OFFICES FITOUTS**ZEP-RE PLACE, LONGONOT ROAD, UPPER-HILL - NAIROBI****BILL NO. 1 - PARTICULAR PRELIMINARIES**

ITEM	DESCRIPTION	KSHS
A	PARTICULAR INSERTIONS TO BE MADE IN THE APPENDIX TO CONTRACT AGREEMENT The following are insertions to be made in the appendix to the Contract Agreement i) Period of Final Measurement Condition 32 12 Months from practical completion date ii) Defects Liability Period Condition 20 12 Months from practical completion date iii) Date for possession of site Condition 14 To be agreed with the Project Manager iv) Date for Completion Condition 31 Fifteen (15) Weeks v) Liquidated & Ascertained damages Condition 27 At the rate of Kshs 100,000.00 per calender week or part thereof vi) Period of Interim Certificates Condition 23 Monthly vii) Period of honoring certificates Condition 23 Thirty (30) days viii) Percentage of certified value retained Condition 26 10% ix) Limit of retention fund Condition 26 5% x) Performance Bond Condition 28 The bond shall be from a Central Bank of Kenya approved Bank	
B	LABOUR CAMPS The Contractor may erect camps on site. He shall apply to the Project Manager to be shown the most appropriate location of such labour camps.	Not Required
C	TELEPHONE The Contractor shall arrange for, provide and maintain a telephone on site from the date of commencement to the date of completion of the contract and shall pay charges in connection therewith.	Not Required
D	OFFICE FOR THE "PROJECT MANAGER" The site office mentioned in item 'B' page 15 of the general preliminaries shall be type B as shown on the Directorate of Public Works standard details. The same shall be erected and maintained for the duration of the contract.	Not Required
Total carried forward to collection		

PROPOSED IRA OFFICES FITOUTS

ZEP-RE PLACE, LONGONOT ROAD, UPPER-HILL - NAIROBI

BILL NO. 1 - PARTICULAR PRELIMINARIES

ITEM	DESCRIPTION	KSHS
A	A TENDER DOCUMENTS Tender documents are as listed in Clause 2.3 of the Instruction to Tenderer's.	Not Required
B	SIGNBOARD Provide and erect where directed and maintain during the whole period of building operations and remove at completion an approved temporary 1 No. signboards at site to the Architect's standard design and giving the title of the Works and showing the names of the Employer, Architect, Quantity Surveyor, Engineers and the Contractor with sufficient space to add the names of the Nominated Sub-Contractors and suppliers. The lettering concerning the Architect, Quantity Surveyor and the Engineer is not to be more than 50 mm high.	
C	HOARDING The contractor shall be required to erect and maintain hoarding around the site for the duration of the contract. Thereafter he shall be required to demolish and clear away arisings and make good any disturbances.	
D	PROGRAMME PROGRESS CHARTS The Contractor shall upon possession of the site and in agreement with the "PROJECT MANAGER" prepare a progress chart for the whole of the works. One copy shall be forwarded to the "PROJECT MANAGER" and another copy shall be retained on site on which progress shall be recorded by the Contractor. Should any circumstance arise affecting the programme or progress, the chart shall be modified as necessary in consultation with the "PROJECT MANAGER".	
E	PERFORMANCE SECURITY (BOND) The Contractor should note that the Performance Security to be provided must be in form of a bank guarantee in the amount of 10% of the Contract Sum.	
F	APPENDICES The Appendices to the Bills of Quantities shall be regarded for contract purposes as part of the Bill and shall be read and construed with the appropriate sections of the Bills if contained therein.	
Total carried forward to collection		

PROPOSED IRA OFFICES FITOUTS

ZEP-RE PLACE, LONGONOT ROAD, UPPER-HILL - NAIROBI

BILL NO. 1 - PARTICULAR PRELIMINARIES

ITEM	DESCRIPTION	KSHS
A	SUFFICIENCY OF TENDER The main Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices stated in the Bills of Quantities which rates and prices shall cover all his obligations under the contract and all matters and things necessary for the proper completion of the works.	
B	GENERAL SPECIFICATIONS For the full description of materials, workmanship and method of execution of the works, the Contractor is referred to the Ministry of Works General specifications for building works dated 1976 or any subsequent revision thereof which is issued as a separate document and which shall be followed in all respects unless it conflicts with the General and Particular Preliminaries, Trade Preambles or other items in these Bills of Quantities. In the event of such conflict , then the provisions of the General and Particular Preliminaries, Trade Preambles and these Bills of Quantities take precedence.	
C	TRAINING LEVY The Contractor's attention is drawn to Legal Notice No. 237 of October 1971 which requires payment by the Contractor of a Training levy at the rate of 1/4 % of the Contract Sum on all Contracts of more than Kshs. 50,000.00 in value.	
D	ADVANCE PAYMENT Pursuant to the relevant clause of the Conditions of Contract, the tenderer will NOT be granted ADVANCE PAYMENT (See Appendix to Conditions of Contract)	
E	NUISANCE The Contractor shall not directly or indirectly or otherwise by himself or through his agents cause nuisance to the activities taking place inside. Should he do so he shall be directly responsible for such acts.	
F	MOBILIZATION FEE The Contractor shall allow in his Tender a sum of Kenya Shillings Three Hundred and Fifty Thousand Only (Kshs 350,000.00) as allowance for the Employer's Agents to cater for transport, reimbursable expenses and the clerk of works fee.	350,000.00
Total carried forward to collection		

PROPOSED IRA OFFICES FITOUTS

ZEP-RE PLACE, LONGONOT ROAD, UPPER-HILL - NAIROBI

BILL NO. 1 - PARTICULAR PRELIMINARIES

ITEM	DESCRIPTION		KSHS
	COLLECTION PAGE	From Page	
1	Total From Page	4	
2	Total From Page	5	
3	Total From Page	6	
4	Total From Page	7	
5	Total From Page	8	
6	Total From Page	9	
7	Total From Page	10	
Bill No. 1 - Particular Preliminaries			Carried Forward To Grand Summary

PROPOSED IRA OFFICES FITOUTS

ZEP-RE PLACE, LONGONOT ROAD, UPPER-HILL - NAIROBI

BILL NO. 2 - GENERAL REQUIREMENTS

ITEM	DESCRIPTION	KSHS
A	PRICING ITEMS OF PRELIMINARIES AND PREAMBLES Prices will be inserted against items of Preliminaries in the Contractor's priced Bills of Quantities and Specification. The Contractor shall be deemed to have included in his prices or rates for the various items in the Bills of Quantities or Specification for all costs involved in complying with all the requirements for the proper execution of the whole of the works in the Contract.	
B	PLANT TOOLS AND VEHICLES Allow for providing all scaffolding, plant, tools and vehicles required for the works except in so far as may be stated otherwise herein and except for such items specifically and only required for the use of nominated Sub Contractors as described herein. No timber used for scaffolding, formwork or temporary works of any kind shall be used afterwards in the permanent work.	
C	TRANSPORT Allow for transport of workmen, materials, etc., to and from the site at such hours and by such routes as may be permitted by the competent authorities.	
D	MATERIALS AND WORKMANSHIP 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 materialsto 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.	
Total carried forward to collection		

BILL NO. 2 - GENERAL REQUIREMENTS

ITEM	DESCRIPTION	KSHS
A	STORAGE FOR MATERIALS SUPPLIED The Employer shall provide space for storage of materials and security for the materials meant for the Works and at the cost of the Contractor.	
B	SAMPLES 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 ARCHITECT, 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 Directorate of Public Works. 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.	
C	GOVERNMENT ACTS REGARDING WORK PEOPLE, E.T.O 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 organization of the works, supply and control of labour, etc., and allow accordingly in his tender. No claim in respect of want of knowledge in this connection will be entertained.	
Total carried forward to collection		

PROPOSED IRA OFFICES FITOUTS

ZEP-RE PLACE, LONGONOT ROAD, UPPER-HILL - NAIROBI

BILL NO. 2 - GENERAL REQUIREMENTS

ITEM	DESCRIPTION	KSHS
A	SECURITY OF WORKS, E.T.C The Contractor shall be entirely responsible for the security of all the works stores, materials, plant, personnel, etc., both his own and sub-contractors' and must provide all necessary watching, lighting and other precautions as necessary to ensure security against theft, loss or damage and the protection of the public. NOTE that no third party security entity/es will be allowed into the premises. However, the Employer will provide any required security at the expense of the Contractor.	
B	PUBLIC AND PRIVATE ROADS 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	
C	EXISTING PROPERTY The Contractor shall take every precaution to avoid damage to all existing property including roads, cables, drains and other services and he will be held responsible for and shall make good all such damage arising from the execution of this contract at his own expense to the satisfaction of the PROJECT MANAGER	
D	VISIT TO SITE AND EXAMINE DRAWINGS 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.	
E	ACCESS TO SITE AND TEMPORARY ROADS 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.	
Total carried forward to collection		

PROPOSED IRA OFFICES FITOUTS

ZEP-RE PLACE, LONGONOT ROAD, UPPER-HILL - NAIROBI

BILL NO. 2 - GENERAL REQUIREMENTS

ITEM	DESCRIPTION	KSHS
A	AREAS TO BE OCCUPIED BY CONTRACTOR 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.	Not Required
B	OFFICE, E.T.C. FOR THE PROJECT MANAGER The Contractor shall construct a temporary site office of type described and to the satisfaction of the Project Manager. He shall also provide a strong metal trunk complete with strong hasp and staple fastening and two 'keys. He shall maintain a lock-up type water or bucket closet for the sole use of the PROJECT MANAGER 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 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.	
C	WATER AND ELECTRICITY SUPPLY FOR THE WORKS The Contractor shall make arrangements to provide all necessary water, electric light and power required for use in the works. 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.	
D	SANITATION OF WORKS The Employer will provide toilet facilities for use of the Contractor and his agents.	
E	SUPERVISION AND WORKING HOURS 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.	
Total carried forward to collection		

PROPOSED IRA OFFICES FITOUTS

ZEP-RE PLACE, LONGONOT ROAD, UPPER-HILL - NAIROBI

BILL NO. 2 - GENERAL REQUIREMENTS

ITEM	DESCRIPTION	KSHS
A	PROGRESS CHART The Contractor shall provide within one week of Possession of Site and in agreement with the PROJECT MANAGER a Progress Chart for the whole of the works including the works of Nominated Sub-Contractors; one copy to be handed to the PROJECT MANAGER and a further copy to be retained on Site. Progress to be recorded and chart to be amended as necessary as the work proceeds.	
B	DIRECT CONTRACTS Notwithstanding the foregoing conditions, the Employer reserves the right to place a "Direct Contract" for any goods or services required in the works.	
C	ATTENDANCE UPON OTHER TRADESMEN, E.T.C. 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.	
Total carried forward to collection		

PROPOSED IRA OFFICES FITOUTS

ZEP-RE PLACE, LONGONOT ROAD, UPPER-HILL - NAIROBI

BILL NO. 2 - GENERAL REQUIREMENTS

ITEM	DESCRIPTION	KSHS
A	INSURANCE The Contractor shall insure as required in Conditions No. 30 of the Conditions of Contract. No payment on account of the work executed will be made to the Contractor until he has satisfied the PROJECT MANAGER either by production of an Insurance Policy or and Insurance Certificate that the provision of the foregoing Insurance Clauses have been complied with in all respects. Thereafter the PROJECT MANAGER shall from time to time ascertain that premiums are duly paid up by the Contractor who shall if called upon to do so, produce the receipted premium renewals for the PROJECT MANAGER's inspection.	
B	PROVISIONAL WORK 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.	
C	ALTERATION OF BILLS OF QUANTITIES, PRICING, E.T.C. 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.	
Total carried forward to collection		

PROPOSED IRA OFFICES FITOUTS

ZEP-RE PLACE, LONGONOT ROAD, UPPER-HILL - NAIROBI

BILL NO. 2 - GENERAL REQUIREMENTS

ITEM	DESCRIPTION	KSHS
A	MATERIALS ARISING FROM EXCAVATION Materials of any kind obtained from the excavations shall be the property of the Employer . Unless the PROJECT MANAGER directs otherwise such materials shall be dealt with as provided in the Contract.	Not Required
B	PROTECTION OF THE WORKS Provide protection of the whole of the works contained in the Bills of Quantities, including easing, 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.	
C	REMOVAL OF RUBBISH, E.T.C. 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.	
D	WORKS TO BE DELIVERED UP CLEAN 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.	
Total carried forward to collection		

PROPOSED IRA OFFICES FITOUTS

ZEP-RE PLACE, LONGONOT ROAD, UPPER-HILL - NAIROBI

BILL NO. 2 - GENERAL REQUIREMENTS

ITEM	DESCRIPTION	KSHS
A	GENERAL SPECIFICATIONS 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.	
B	MATERIALS ON SITE All materials for incorporation in the works will be stored in the space provided by the Employer within the building on site before payment is effected unless specifically exempted by the PROJECT MANAGER. The Main Contractor shall make arrangements with the Employer to secure the place for the safety of the Materials. This includes the materials of the Main Contractor and his domestic Sub-Contractors & Suppliers.	
C	CONTRACTORS SUPERINTENDENCE/SITE AGENT The Contractor shall constantly keep on the works a literate English speaking Agent or Representative, competent and experienced in the kind of work involved who shall give his whole experience in the kind of work involved and shall give his whole time to the superintendence of the works. Such Agent or Representative shall receive on behalf of the Contractor all directions and instructions from the Project Manager and such directions shall be deemed to have been given to the Contractor in accordance with the Conditions of Contract.	
Total carried forward to collection		

PROPOSED IRA OFFICES FITOUTS

ZEP-RE PLACE, LONGONOT ROAD, UPPER-HILL - NAIROBI

BILL NO. 2 - GENERAL REQUIREMENTS

ITEM		DESCRIPTION	KSHS
		COLLECTION PAGE	From Page
1		Total From Page	12
2		Total From Page	13
3		Total From Page	14
4		Total From Page	15
5		Total From Page	16
6		Total From Page	17
7		Total From Page	18
7		Total From Page	19
Bill No. 2 - General Preliminaries			Carried Forward To Grand Summary

PROPOSED IRA OFFICES FITOUTS

ZEP-RE PLACE, LONGONOT ROAD, UPPER-HILL - NAIROBI

BILL NO. 3 - 3RD FLOOR FITOUT WORKS

Item	Description	Unit	Quantity	Rates	Amount (KSH)
<u>NOTES</u>					
A	The contractor is to allow for all temporary protection required during the works, including ordinary and special dust screens, hoarding, barriers, warning signs etc as directed by the Lead Consultant and as necessary for the protection of the existing structure. All such devices shall be removed on completion of the works and any necessary making good consequent upon this is to be done to the satisfaction of the Lead Consultant.	Item			Important NOTE
B	All useable materials arising from the demolitions shall remain the property of the Employer but the Contractor may take away any materials not so required by the Employer and shall allow a credit for the same in the credit column indicating value for all such materials that are reusable. All debris arising there from shall be carried away from site.	Item			Important NOTE
C	The works shall be executed in such order and sequence as the Project Manager may direct and as little disruption and inconvenience as possible shall be caused to the tenants, staff and other users of existing and adjoining facilities.	Item			Important NOTE
<u>SECTION NO. 1 - DEMOLITION AND ALTERATIONS</u>					
<u>Hack existing concrete surfaces and prepare to receive new screed beds:</u>					
<u>Supply and fix cement and sand (1:4) screed beds: trowelled to approval</u>					
D	20mm (average) Thick screed beds: finished to receive 10mm thick granito tile finish	SM	121.00		-
E	20mm (average) Thick screed beds: finished to receive carpet tiles finish	SM	283.00		-
F	Allow a provisional sum for additional demolitions internally as directed on site	Item			-
Carried to Collection					-

PROPOSED IRA OFFICES FITOUTS**ZEP-RE PLACE, LONGONOT ROAD, UPPER-HILL - NAIROBI****BILL NO. 3 - 3RD FLOOR FITOUT WORKS**

Item	Description	Unit	Quantity	Rates	Amount (KSH)
<u>SECTION NO. 2 - NEW INTERNAL PARTITION WALLS</u>					
<i><u>Walling in solid concrete blocks obtained from an approved manufacturer bedded and jointed in gauged mortar (1:3) and reinforced every alternate course with hoop irons</u></i>					
A	150/100mm thick block walling	SM			Rate Only
<i><u>Cement and sand (1:3) plaster or wall backings</u></i>					
B	15mm c/s (1:3) render to concrete surfaces internally (general repairs)	SM	5.00		-
<i><u>Dry Wall Partitions</u></i>					
C	100mm thick gypsum partition complete with steel channels/ timber framing internally finished with 12.5mm thick gypsum boards to both sides, tapering to receive skimming and paint (m.s)	SM	53.00		-
D	Gypsum partitions or cladding to walls to form wall NICHES finished with steel channles/ timber framing and 12mm gypsum boards to sides, tapering to receive skimming and paint (m.s) [Projector Areas]	SM	32.00		-
E	Extra over partitions for 25mm thick blockboard infill to gypsum partitions at selected areas only	SM	26.50		-
<i><u>Acoustic Infill</u></i>					
F	Extra over gypsum board partition for 50mm thick jumbolene acoustic insulation infill material	SM	53.00		-
<i><u>Dado rail</u></i>					
G	150x25mm thick Mahogany Dado rail	LM	10.00		-
<i><u>Aluminium framed partitions</u></i>					
H	2300mm high aluminium framed partitions of approved sections and colour complete with 8mm thick clear glass infill to receive film (m.s)	SM	32.00		-
I	Supply and fix approved IRA branded film to partitlons	SM	32.00		-
J	Allow a sum for modification/ general repairs to existing dry wall gypsum partitions	SM	5.00		-
Carried to Collection					-

PROPOSED IRA OFFICES FITOUTS

ZEP-RE PLACE, LONGONOT ROAD, UPPER-HILL - NAIROBI

BILL NO. 3 - 3RD FLOOR FITOUT WORKS

Item	Description	Unit	Quantity	Rates	Amount (KSH)
<u>SECTION NO. 3 - FLOOR, CEILING AND WALL FINISHES</u>					
<u>WALL FINISH</u>					
<u>PAINTING AND DECORATING</u>					
A	Rub down existing concrete or masonry surfaes [Provisional Area] <i><u>Prepare and apply three coats first quality silk vinyl emulsion paint or any other paint as directed by the Architect on:-</u></i>	SM	277.00		-
B	Plastered or existing wall surfaces internally	SM	277.00		-
C	To surfaces of gypsum board partitions internally	SM	170.00		-
<u>FLOOR FINISH</u>					
<i><u>Cement and sand (1:3) screeds, backings, beds etc</u></i>					
D	30mm thick screeds to receive GRANITO floor tiles	SM	131.00		-
E	30mm thick screeds to receive CARPET floor tiles	SM	283.00		-
<i><u>Granito Floor Tiling</u></i>					
F	Supply and Fix Granito Floor Tiles of approved sizes and colour complete with tile fixing cement or adhesive and all necessary accessories; contractor to provide sample prior to procurement.	SM	121.00		-
<i><u>CARPET Floor Tiles</u></i>					
G	Supply and Fix of Carpet Floor tiles, of approved sizes and colour on prepared screeds (m.s) complete with carpet fixing glue, edge strips and any other accessories; contractor to provide samples prior to procurement.	SM	283.00		-
H	Aluminium T junction strip of approved sizes at floor finish transition areas	LM	36.00		-
<i><u>Timber skirting</u></i>					
I	Wrot mahogany timber skirting o/a size 100x20mm [Provisional]	LM	130.00		-
Carried to Collection					-

PROPOSED IRA OFFICES FITOUTS**ZEP-RE PLACE, LONGONOT ROAD, UPPER-HILL - NAIROBI****BILL NO. 3 - 3RD FLOOR FITOUT WORKS**

Item	Description	Unit	Quantity	Rates	Amount (KSH)
<u>PAINTING AND DECORATING</u>					
<i><u>Prepare and apply three coats first quality 2 pack polyurethane polish any other varnish as directed by the Architect on:-</u></i>					
A	General surfaces of timber skirting internally	LM	196.00		-
<u>CEILING FINISH</u>					
<i><u>Render to existing soffit of concrete slab</u></i>					
B	Cement sand 1:4 render to soffit of suspended slab finished smooth to receive paint (general repairs only)	SM			Rate only
<i><u>Drop in Acoustic Panel Ceiling</u></i>					
C	600x600mm acoustic ceiling panels complete with grid system: contractor to provide samples prior to procurement.	SM	209.00		-
<i><u>Suspended Gypsum Boad Ceilings and Bulkheads</u></i>					
D	Gypsum board flat ceiling and lining to sides of dropped bulkheads at a height not exceeding 2600mm above floor level complete with steel channel brandering and all fixing accessories and tapering to detail	SM	195.00		-
E	Gypsum board bulkheads, dropped 100 or 200 or 300mm below slab complete with gypsum board lining to sides complete with steel channel brandering and all fixing accessories and tapering to detail	SM	73.00		-
F	Allow for cutting ceiling to receive Lights & AC Units [Provisional]	Nr	100.00		-
<i><u>Prepare and apply three coats first quality paint as per the Architect's details on:-</u></i>					
G	Soffit of suspended concrete slab	SM	10.00		-
H	Soffit of suspended gypsum board ceiling	SM	195.00		-
I	Ditto but to sides and soffits of bulkheads	SM	73.00		-
Carried to Collection					-

PROPOSED IRA OFFICES FITOUTS

ZEP-RE PLACE, LONGONOT ROAD, UPPER-HILL - NAIROBI

BILL NO. 3 - 3RD FLOOR FITOUT WORKS

Item	Description	Unit	Quantity	Rates	Amount (KSH)
<u>SECTION NO. 4 - OPENINGS</u>					
<u>TIMBER DOORS</u>					
<u>Wrot Mahogany</u>					
A	100 x 50mm frame, with two labours, plugged	LM	27.60		-
B	45 x 25mm architrave, with two labours, plugged	LM	55.20		-
<u>45mm thick solid core flush door to BS 459: part 2, infilled with hardwood timber pieces or equal and approved and faced both sides with mahogany veneer and lipped on all edges in hardwood</u>					
C	Door overall size 1000 x 2300mm high	Nr	1.00		-
D	Door overall size 900 x 2300mm high	Nr	4.00		-
<u>Aluminium Doors</u>					
<u>Supply, assemble and fix the following purposed-made powder coated aluminium framed doors of approved colour infilled with 8mm thick laminated clear float glass, obtained from an approved manufacturer, complete with hinges, handles, locks, catches and fixing frames to door openings. Door ironmongery to be heavy duty by an approved manufacturer.</u>					
E	Door overall size 900x2400mm high infilled with 8mm thick laminated glass	Nr			Rate Only
<u>Supply and fix the following Ironmongery complete with matching screws; all ironmongery to be approved by the Architect prior to procurement</u>					
F	150mm butt hinges	Prs.	7.50		-
G	Approved 3 - lever mortice lock complete with lever furniture & door handle	Nr	5.00		-
H	Automatic door closer as BRITON 2700 series	Nr	4.00		-
I	Rubber door stop rawl bolted to concrete floor	Nr	5.00		-
J	600mm long stainless steel pull handle	Prs.			Rate Only
Carried to Collection					-

PROPOSED IRA OFFICES FITOUTS

ZEP-RE PLACE, LONGONOT ROAD, UPPER-HILL - NAIROBI

BILL NO. 3 - 3RD FLOOR FITOUT WORKS

Item	Description	Unit	Quantity	Rates	Amount (KSH)
	<u>Painting and decorating - Prepare and apply three coat clear varnish internally on:-</u>				
A	General surfaces	SM	21.16		-
B	Ditto but exceeding 100 to 200mm girth	LM	55.20		-
C	Ditto 200 to 300mm girth	LM	27.60		-
	<u>WINDOWS</u>				
D	175x20mm thick hardwood timber board fixed to soffit of slab to receive curtain track or blinds (m.s)	LM	50.00		-
	<u>Venetian and curtain blinds</u>				
E	Supply and fix 'Hunter Douglas' or other equal and approved venetian blinds system with high quality horizontal louvres with opening and closing mechanism as per manufacturer's specifications subject to approval of sample by the Project Architect.	SM	98.00		-
	<u>Prepare and apply three coats first quality brilliant white emulsion paint as per the Architect's details on:-</u>				
F	Surfaces of timber boarding - white in colour	SM	12.50		-
Carried to Collection					-

PROPOSED IRA OFFICES FITOUTS**ZEP-RE PLACE, LONGONOT ROAD, UPPER-HILL - NAIROBI****BILL NO. 3 - 3RD FLOOR FITOUT WORKS**

Item	Description	Unit	Quantity	Rates	Amount (KSH)
<u>SECTION NO. 5 - FURNITURE WORKS, SIGNAGE & SUPPLY OF EQUIPMENT</u>					
<u>Custom Made Furniture</u>					
A	Provide a Sum for construction of Kitchen Counters complete with Granite tops to later Architect's details.	LM	9		-
B	Provide a Sum for construction of reception counters to later Architect's details.	LM	4		-
C	Provide a Sum for construction of storage unit o/a size 500x250x2300mm high to later Architect's details.	Nr	1		-
D	Provide a Sum for construction of storage unit o/a size 600x500x2300mm high to later Architect's details.	Nr	1		-
E	Provide a Sum for construction of storage unit o/a size 950x1200x2300mm high to later Architect's details.	Nr	1		-
F	Provide a Sum for construction of cleaner's cabinet o/a size 1100x700x2300 mm high to later Architect's details.	Nr	1		-
G	Provide a Sum for construction of filing cabinet o/a size 2650x500x2300 mm high to later Architect's details.	Nr	1		-
H	Provide a Sum for construction of filing cabinet o/a size 2250x500x2300 mm high to later Architect's details.	Nr	1		-
I	Provide a Sum for construction of meeting room cabinet o/a size 1800x500 x2300mm high to later Architect's details.	Nr	1		-
J	Provisional Amount for Internal Signage	Item			100,000.00
<u>Supply of Loose Furniture - All to be approved by the Project Manager prior to procurement; Contractor to provide brochures for the proposed furniture together with his tender.</u>					
<u>Meeting Room 01</u>					
K	Desks	Pcs	10		-
L	Seats	Pcs	10		-
Carried to Collection					-

PROPOSED IRA OFFICES FITOUTS**ZEP-RE PLACE, LONGONOT ROAD, UPPER-HILL - NAIROBI****BILL NO. 3 - 3RD FLOOR FITOUT WORKS**

Item	Description	Unit	Quantity	Rates	Amount (KSH)
<u>Meeting Room 02</u>					
A	Table	Pcs	1		-
B	Meeting room seats	Pcs	8		-
<u>Reception Area</u>					
C	Easy office seats [Couch Type]	Pcs	2		-
D	Coffee stools	Pcs	2		-
E	Sofa seats	Pcs	3		-
<u>Open Plan Offices</u>					
F	Work station (1400mm wide) complete with demountable panels	Pcs	40		-
G	Work station seats	Pcs	40		-
H	Work station side cabinet to detail	Pcs	18		-
<u>Break out space</u>					
I	Breakout area stools	Pcs	6		-
J	Supply of Equipment [Fridge, Microwave, Cooker & Kitchen Hood]	Item			-
<u>External Seating</u>					
K	Approved Parasols	Pcs	7		-
L	Approved Parasol seats	Pcs	42		-
<u>Builders Works</u>					
M	Allow a sum to cater for all the builder's works in connection to services (chasing, cutting, fixing wall brackets etc.)	Item			-
Carried to Collection					-

PROPOSED IRA OFFICES FITOUTS

ZEP-RE PLACE, LONGONOT ROAD, UPPER-HILL - NAIROBI

BILL NO. 3 - 3RD FLOOR FITOUT WORKS

Item	Description	Unit	Quantity	Rates	Amount (KSH)
	<u>TIMBER DOORS</u>				
	<u>Collection</u>		<u>Page</u>		
	From Page		21		-
	From Page		22		-
	From Page		23		-
	From Page		24		-
	From Page		25		-
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Bill No. 3 - 3rd Floor Fitout Works					Carried Forward To Grand Summary
					-

PROPOSED IRA OFFICES FITOUTS

ZEP-RE PLACE, LONGONOT ROAD, UPPER-HILL - NAIROBI

BILL NO. 4 - CHAIRMAN'S OFFICE FITOUT WORKS

Item	Description	Unit	Quantity	Rates	Amount (KSH)
	<u>NOTES</u>				
A	The contractor is to allow for all temporary protection required during the works, including ordinary and special dust screens, hoarding, barriers, warning signs etc as directed by the Lead Consultant and as necessary for the protection of the existing structure. All such devices shall be removed on completion of the works and any necessary making good consequent upon this is to be done to the satisfaction of the Lead Consultant.	Item			Important NOTE
B	All useable materials arising from the demolitions shall remain the property of the Employer but the Contractor may take away any materials not so required by the Employer and shall allow a credit for the same in the credit column indicating value for all such materials that are reusable. All debris arising there from shall be carried away from site.	Item			Important NOTE
C	The works shall be executed in such order and sequence as the Project Manager may direct and as little disruption and inconvenience as possible shall be caused to the tenants, staff and other users of existing and adjoining facilities.	Item			Important NOTE
	<u>SECTION NO. 1 - DEMOLITION AND ALTERATIONS</u>				
D	Carefully demolish 200mm thick existing masonry walls; cart away debris from site	SM	13.00		-
E	Carefully demolish 200mm thick existing masonry/ dry walls; cart away debris debris from site	SM	39.00		-
F	Carefully remove existing carpet tiles and cart away from site	SM	21.00		-
	<u>Hack existing concrete surfaces and prepare to receive new screed beds:</u> <u>Supply and fix cement and sand (1:4) screed beds: trowelled to approval</u>				
G	20mm (average) Thick screed beds: finished to receive 10mm thick ceramic tile finish	SM	6.00		-
H	20mm (average) Thick screed beds: finished to receive carpet tiles finish	SM	35.00		-
I	Allow a provisional sum for additional demolitions internally as directed on site	Item			-
Carried to Collection					-

PROPOSED IRA OFFICES FITOUTS

ZEP-RE PLACE, LONGONOT ROAD, UPPER-HILL - NAIROBI

BILL NO. 4 - CHAIRMAN'S OFFICE FITOUT WORKS

Item	Description	Unit	Quantity	Rates	Amount (KSH)
<u>SECTION NO. 2 - NEW INTERNAL PARTITION WALLS</u>					
<i><u>Walling in solid concrete blocks obtained from an approved manufacturer bedded and jointed in gauged mortar (1:3) and reinforced every alternate course with hoop irons</u></i>					
A	150/100mm thick block walling	SM			Rate Only
<i><u>Cement and sand (1:3) plaster or wall backings</u></i>					
B	15mm c/s (1:3) render to concrete surfaces internally (general repairs)	SM	5.00		-
<i><u>Dry Wall Partitions</u></i>					
C	100mm thick gypsum partition complete with steel channels/ timber framing internally finished with 12.5mm thick gypsum boards to both sides, tapering to receive skimming and paint (m.s)	SM	48.00		-
D	Gypsum partitions or cladding to walls to form wall NICHES finished with steel channles/ timber framing and 12mm gypsum boards to sides, tapering to receive skimming and paint (m.s) [Display, Console & TV Units]	SM	13.00		-
E	Extra over partitions for 25mm thick blockboard infill to gypsum partitions at selected areas only	SM	37.00		-
<i><u>Acoustic Infill</u></i>					
F	Extra over gypsum board partition for 50mm thick jumbolene acoustic insulation infill material	SM	48.00		-
<i><u>Dado rail</u></i>					
G	150x25mm thick Mahogany Dado rail (Provisional)	LM	8.00		-
Carried to Collection					-

PROPOSED IRA OFFICES FITOUTS**ZEP-RE PLACE, LONGONOT ROAD, UPPER-HILL - NAIROBI****BILL NO. 4 - CHAIRMAN'S OFFICE FITOUT WORKS**

Item	Description	Unit	Quantity	Rates	Amount (KSH)
<u>SECTION NO. 3 - FLOOR, CEILING AND WALL FINISHES</u>					
<u>WALL FINISH</u>					
<u>PAINTING AND DECORATING</u>					
A	Rub down existing concrete or masonry surfaes [Provisional Area] <i><u>Prepare and apply three coats first quality silk vinyl emulsion paint or any other paint as directed by the Architect on:-</u></i>	SM	36.00		-
B	Plastered or existing wall surfaces internally	SM	36.00		-
C	To surfaces of gypsum board partitions internally	SM	122.00		-
<u>FLOOR FINISH</u>					
<i><u>Cement and sand (1:3) screeds, backings, beds etc</u></i>					
D	30mm thick screeds to receive CERAMIC floor tiles	SM	8.00		-
E	30mm thick screeds to receive CARPET floor tiles	SM	35.00		-
<i><u>Ceramic Floor Tiling</u></i>					
F	Supply and Fix Ceramic Floor Tiles of approved sizes and colour complete with tile fixing cement or adhesive and all necessary accessories; contractor to provide sample prior to procurement.	SM	8.00		-
<i><u>CARPET Floor Tiles</u></i>					
G	Supply and Fix of Carpet Floor tiles, of approved sizes and colour on prepared screeds (m.s) complete with carpet fixing glue, edge strips and any other accessories; contractor to provide samples prior to procurement.	SM	35.00		-
H	Aluminium T junction strip of approved sizes at floor finish transition areas	LM	4.00		-
<i><u>Timber skirting</u></i>					
I	Wrot mahogany timber skirting o/a size 100x20mm [Provisional]	LM	34.00		-
Carried to Collection					-

PROPOSED IRA OFFICES FITOUTS**ZEP-RE PLACE, LONGONOT ROAD, UPPER-HILL - NAIROBI****BILL NO. 4 - CHAIRMAN'S OFFICE FITOUT WORKS**

Item	Description	Unit	Quantity	Rates	Amount (KSH)
	<u>PAINTING AND DECORATING</u>				
	<i><u>Prepare and apply three coats first quality 2 pack polyurethane polish any other varnish as directed by the Architect on:-</u></i>				
A	General surfaces of timber skirting internally	LM	34.00		-
	<u>CEILING FINISH</u>				
	<i><u>Render to existing soffit of concrete slab</u></i>				
B	Cement sand 1:4 render to soffit of suspended slab finished smooth to receive paint (general repairs only)	SM			Rate only
	<i><u>Drop in Acoustic Panel Ceiling</u></i>				
C	600x600mm acoustic ceiling panels complete with grid system: contractor to provide samples prior to procurement.	SM	23.00		-
	<i><u>Suspended Gypsum Boad Ceilings and Bulkheads</u></i>				
D	Gypsum board flat ceiling and lining to sides of dropped bulkheads at a height not exceeding 2600mm above floor level complete with steel channel brandering and all fixing accessories and tapering to detail	SM	18.00		-
E	Gypsum board bulkheads, dropped 100 or 200 or 300mm below slab complete with gypsum board lining to sides complete with steel channel brandering and all fixing accessories and tapering to detail	SM	5.00		-
F	Allow for cutting ceiling to receive Lights & AC Units [Provisional]	Nr	20.00		-
	<i><u>Prepare and apply three coats first quality paint as per the Architect's details on:-</u></i>				
G	Soffit of suspended concrete slab	SM	-		Rate Only
H	Soffit of suspended gypsum board ceiling	SM	23.00		-
I	Ditto but to sides and soffits of bulkheads	SM	5.00		-
Carried to Collection					-

PROPOSED IRA OFFICES FITOUTS

ZEP-RE PLACE, LONGONOT ROAD, UPPER-HILL - NAIROBI

BILL NO. 4 - CHAIRMAN'S OFFICE FITOUT WORKS

Item	Description	Unit	Quantity	Rates	Amount (KSH)
<u>SECTION NO. 4 - OPENINGS</u>					
<u>TIMBER DOORS</u>					
<u>Wrot Mahogany</u>					
A	100 x 50mm frame, with two labours, plugged	LM	19.80		-
B	45 x 25mm architrave, with two labours, plugged	LM	34.20		-
<u>45mm thick solid core flush door to BS 459: part 2, infilled with hardwood timber pieces or equal and approved and faced both sides with mahogany veneer and lipped on all edges in hardwood</u>					
C	Door overall size 900 x 2300mm high	Nr	3.00		-
<u>Supply and fix the following Ironmongery complete with matching screws: all ironmongery to be approved by the Architect prior to procurement</u>					
D	150mm butt hinges	Prs.	4.50		-
E	Approved 3 - lever mortice lock complete with lever furniture & door handle	Nr	3.00		-
F	Automatic door closer as BRITON 2700 series	Nr	3.00		-
G	Rubber door stop rawl bolted to concrete floor	Nr	3.00		-
<u>Painting and decorating - Prepare and apply three coat clear varnish internally on:-</u>					
H	General surfaces	SM	12.42		-
I	Ditto but exceeding 100 to 200mm girth	LM	34.20		-
J	Ditto 200 to 300mm girth	LM	19.80		-
Carried to Collection					-

PROPOSED IRA OFFICES FITOUTS

ZEP-RE PLACE, LONGONOT ROAD, UPPER-HILL - NAIROBI

BILL NO. 4 - CHAIRMAN'S OFFICE FITOUT WORKS

Item	Description	Unit	Quantity	Rates	Amount (KSH)
	<u>WINDOWS</u>				
	<u>Venetian and curtain blinds</u>				
A	Supply and fix 'Hunter Douglas' or other equal and approved venetian blinds system with high quality horizontal louvres with opening and closing mechanism as per manufacturer's specifications subject to approval of sample by the Project Architect.	SM	12.00		-
Carried to Collection					-

PROPOSED IRA OFFICES FITOUTS

ZEP-RE PLACE, LONGONOT ROAD, UPPER-HILL - NAIROBI

BILL NO. 4 - CHAIRMAN'S OFFICE FITOUT WORKS

Item	Description	Unit	Quantity	Rates	Amount (KSH)
<u>SECTION NO. 5 - FURNITURE WORKS, SIGNAGE & SUPPLY OF EQUIPMENT</u>					
<u>Custom Made Furniture</u>					
A	Provide a Sum for construction of display unit o/a size 2250x250x900mm high to later Architect's details.	Nr	3		-
<u>Supply of Loose Furniture - All to be approved by the Project Manager prior to procurement; Contractor to provide brochures for the proposed furniture together with his tender.</u>					
<u>Chairman's Office</u>					
B	2000x1000mm executive desk	Pcs	1		-
C	Executive seat	Pcs	1		-
D	Easy office seats [Couch Type]	Pcs	2		-
E	Coffee stools	Pcs	1		-
F	Easy office guest seats	Pcs	2		-
<u>Builders Works</u>					
G	Allow a sum to cater for all the builder's works in connection to services (chasing, cutting, fixing wall brackets etc.)	Item			-
Carried to Collection					-

PROPOSED IRA OFFICES FITOUTS

ZEP-RE PLACE, LONGONOT ROAD, UPPER-HILL - NAIROBI

BILL NO. 4 - CHAIRMAN'S OFFICE FITOUT WORKS

Item	Description	Unit	Quantity	Rates	Amount (KSH)
	<u>TIMBER DOORS</u>				
	<u>Collection</u>		<u>Page</u>		
	From Page		30		-
	From Page		31		-
	From Page		32		-
	From Page		33		-
	From Page		34		-
	From Page		35		-
	From Page		36		-
Bill No. 4 - Chairman's Office Fitout Works					Carried Forward To Grand Summary
					-

PROPOSED IRA OFFICES FITOUTS

ZEP-RE PLACE, LONGONOT ROAD, UPPER-HILL - NAIROBI

BILL NO. 5 - CEO'S OFFICE FITOUT WORKS

Item	Description	Unit	Quantity	Rates	Amount (KSH)
	<u>NOTES</u>				
A	The contractor is to allow for all temporary protection required during the works, including ordinary and special dust screens, hoarding, barriers, warning signs etc as directed by the Lead Consultant and as necessary for the protection of the existing structure. All such devices shall be removed on completion of the works and any necessary making good consequent upon this is to be done to the satisfaction of the Lead Consultant.	Item			Important NOTE
B	All useable materials arising from the demolitions shall remain the property of the Employer but the Contractor may take away any materials not so required by the Employer and shall allow a credit for the same in the credit column indicating value for all such materials that are reusable. All debris arising there from shall be carried away from site.	Item			Important NOTE
C	The works shall be executed in such order and sequence as the Project Manager may direct and as little disruption and inconvenience as possible shall be caused to the tenants, staff and other users of existing and adjoining facilities.	Item			Important NOTE
	<u>SECTION NO. 1 - DEMOLITION AND ALTERATIONS</u>				
D	Carefully demolish 200mm thick existing masonry/ dry walls; cart away debris from site	SM	53.00		-
E	Carefully demolish existing gypsum or acoustic ceiling as directed on site; cart away debris from site	SM	83.00		-
F	Carefully remove existing carpet floor tiles and cart away from site	SM	83.00		-
G	Carefully hack off existing floor tiles and cart away from site	SM	83.00		-
	<u>Hack existing concrete surfaces and prepare to receive new screed beds:</u> <u>Supply and fix cement and sand (1:4) screed beds: trowelled to approval</u>				
H	20mm (average) Thick screed beds: finished to receive carpet tiles finish	SM	83.00		-
I	Allow a provisional sum for additional demolitions internally as directed on site	Item			-
Carried to Collection					-

PROPOSED IRA OFFICES FITOUTS

ZEP-RE PLACE, LONGONOT ROAD, UPPER-HILL - NAIROBI

BILL NO. 5 - CEO'S OFFICE FITOUT WORKS

Item	Description	Unit	Quantity	Rates	Amount (KSH)
<u>SECTION NO. 2 - NEW INTERNAL PARTITION WALLS</u>					
<i><u>Walling in solid concrete blocks obtained from an approved manufacturer bedded and jointed in gauged mortar (1:3) and reinforced every alternate course with hoop irons</u></i>					
A	150/100mm thick block walling	SM			Rate Only
<i><u>Cement and sand (1:3) plaster or wall backings</u></i>					
B	15mm c/s (1:3) render to concrete surfaces internally (general repairs)	SM	5.00		-
<i><u>Dry Wall Partitions</u></i>					
C	100mm thick gypsum partition complete with steel channels/ timber framing internally finished with 12.5mm thick gypsum boards to both sides, tapering to receive skimming and paint (m.s)	SM	42.00		-
D	Gypsum partitions or cladding to walls to form wall NICHES finished with steel channles/ timber framing and 12mm gypsum boards to sides, tapering to receive skimming and paint (m.s) [Display, Console & TV Units]	SM	8.00		-
E	Extra over partitions for 25mm thick blockboard infill to gypsum partitions at selected areas only	SM	29.00		-
<i><u>Acoustic Infill</u></i>					
F	Extra over gypsum board partition for 50mm thick jumbolene acoustic insulation infill material	SM	42.00		-
<i><u>Dado rail</u></i>					
G	150x25mm thick Mahogany Dado rail (Provisional)	LM	13.00		-
Carried to Collection					-

PROPOSED IRA OFFICES FITOUTS

ZEP-RE PLACE, LONGONOT ROAD, UPPER-HILL - NAIROBI

BILL NO. 5 - CEO'S OFFICE FITOUT WORKS

Item	Description	Unit	Quantity	Rates	Amount (KSH)
<u>SECTION NO. 3 - FLOOR, CEILING AND WALL FINISHES</u>					
<u>WALL FINISH</u>					
<u>PAINTING AND DECORATING</u>					
A	Rub down existing concrete or masonry surfaes [Provisional Area] <i><u>Prepare and apply three coats first quality silk vinyl emulsion paint or any other paint as directed by the Architect on:-</u></i>	SM	91.00		-
B	Plastered or existing wall surfaces internally	SM	91.00		-
C	To surfaces of gypsum board partitions internally	SM	100.00		-
<u>FLOOR FINISH</u>					
<i><u>Cement and sand (1:3) screeds, backings, beds etc</u></i>					
D	20mm thick screeds to receive CARPET floor tiles <i><u>CARPET Floor Tiles</u></i>	SM	83.00		-
E	Supply and Fix of Carpet Floor tiles, of approved sizes and colour on prepared screeds (m.s) complete with carpet fixing glue, edge strips and any other accessories; contractor to provide samples prior to procurement.	SM	83.00		-
F	Aluminium T junction strip of approved sizes at floor fininish transition areas <i><u>Timber skirting</u></i>	LM	4.00		-
G	Wrot mahogany timber skirting o/a size 100x20mm [Provisional] <i><u>Prepare and apply three coats first quality 2 pack polyurethane polish any other varnish as directed by the Architect on:-</u></i>	LM	53.00		-
H	General surfaces of timber skirting internally	LM	53.00		-
Carried to Collection					-

PROPOSED IRA OFFICES FITOUTS**ZEP-RE PLACE, LONGONOT ROAD, UPPER-HILL - NAIROBI****BILL NO. 5 - CEO'S OFFICE FITOUT WORKS**

Item	Description	Unit	Quantity	Rates	Amount (KSH)
	<u>PAINTING AND DECORATING</u>				
	<u>CEILING FINISH</u>				
	<u>Render to existing soffit of concrete slab</u>				
A	Cement sand 1:4 render to soffit of suspended slab finished smooth to receive paint (general repairs only)	SM			Rate only
	<u>Drop in Acoustic Panel Ceiling</u>				
B	600x600mm acoustic ceiling panels complete with grid system: contractor to provide samples prior to procurement.	SM	38.00		-
	<u>Suspended Gypsum Boad Ceilings and Bulkheads</u>				
C	Gypsum board flat ceiling and lining to sides of dropped bulkheads at a height not exceeding 2600mm above floor level complete with steel channel brandering and all fixing accessories and tapering to detail	SM	45.00		-
D	Gypsum board bulkheads, dropped 100 or 200 or 300mm below slab complete with gypsum board lining to sides complete with steel channel brandering and all fixing accessories and tapering to detail	SM	15.00		-
E	Allow for cutting ceiling to receive Lights & AC Units [Provisional]	Nr	20.00		-
	<u>Prepare and apply three coats first quality paint as per the Architect's details on:-</u>				
F	Soffit of suspended concrete slab	SM	-		Rate Only
G	Soffit of suspended gypsum board ceiling	SM	60.00		-
H	Ditto but to sides and soffits of bulkheads	SM	15.00		-
Carried to Collection					-

PROPOSED IRA OFFICES FITOUTS

ZEP-RE PLACE, LONGONOT ROAD, UPPER-HILL - NAIROBI

BILL NO. 5 - CEO'S OFFICE FITOUT WORKS

Item	Description	Unit	Quantity	Rates	Amount (KSH)
<u>SECTION NO. 4 - OPENINGS</u>					
<u>TIMBER DOORS</u>					
<u>Wrot Mahogany</u>					
A	100 x 50mm frame, with two labours, plugged	LM	13.00		-
B	45 x 25mm architrave, with two labours, plugged	LM	23.00		-
<u>45mm thick solid core flush door to BS 459: part 2, infilled with hardwood timber pieces or equal and approved and faced both sides with mahogany veneer and lipped on all edges in hardwood</u>					
C	Door overall size 900 x 2300mm high	Nr	2.00		-
<u>Supply and fix the following Ironmongery complete with matching screws: all ironmongery to be approved by the Architect prior to procurement</u>					
D	150mm butt hinges	Prs.	3.00		-
E	Approved 3 - lever mortice lock complete with lever furniture & door handle	Nr	2.00		-
F	Automatic door closer as BRITON 2700 series	Nr	2.00		-
G	Rubber door stop rawl bolted to concrete floor	Nr	2.00		-
<u>Painting and decorating - Prepare and apply three coat clear varnish internally on:-</u>					
H	General surfaces	SM	8.28		-
I	Ditto but exceeding 100 to 200mm girth	LM	23.00		-
J	Ditto 200 to 300mm girth	LM	13.00		-
Carried to Collection					-

PROPOSED IRA OFFICES FITOUTS

ZEP-RE PLACE, LONGONOT ROAD, UPPER-HILL - NAIROBI

BILL NO. 5 - CEO'S OFFICE FITOUT WORKS

Item	Description	Unit	Quantity	Rates	Amount (KSH)
	<u>WINDOWS</u>				
	<u>Venetian and curtain blinds</u>				
A	Supply and fix 'Hunter Douglas' or other equal and approved venetian blinds system with high quality horizontal louvres with opening and closing mechanism as per manufacturer's specifications subject to approval of sample by the Project Architect.	SM	21.00		-
Carried to Collection					-

PROPOSED IRA OFFICES FITOUTS

ZEP-RE PLACE, LONGONOT ROAD, UPPER-HILL - NAIROBI

BILL NO. 5 - CEO'S OFFICE FITOUT WORKS

Item	Description	Unit	Quantity	Rates	Amount (KSH)
<u>SECTION NO. 5 - FURNITURE WORKS, SIGNAGE & SUPPLY OF EQUIPMENT</u>					
<u>Custom Made Furniture</u>					
A	Provide a Sum for construction of storage unit o/a size 3600x600x2300mm high to later Architect's details.	Nr	1		-
B	Provide a Sum for construction of storage unit o/a size 900x700x2300mm high to later Architect's details.	Nr	1		-
<u>Supply of Loose Furniture - All to be approved by the Project Manager prior to procurement; Contractor to provide brochures for the proposed furniture together with his tender.</u>					
<u>Chairman's Office</u>					
C	2500x1000mm executive desk	Pcs	1		-
D	2700x700mm reception desk	Pcs	1		-
E	Executive seat	Pcs	1		-
F	Easy office seats [Couch Type]	Pcs	4		-
G	Coffee stools	Pcs	2		-
H	Easy office seats [guest and work stations]	Pcs	11		-
<u>Builders Works</u>					
I	Allow a sum to cater for all the builder's works in connection to services (chasing, cutting, fixing wall brackets etc.)	Item			-
Carried to Collection					-

PROPOSED IRA OFFICES FITOUTS

ZEP-RE PLACE, LONGONOT ROAD, UPPER-HILL - NAIROBI

BILL NO. 5 - CEO'S OFFICE FITOUT WORKS

Item	Description	Unit	Quantity	Rates	Amount (KSH)
	<u>TIMBER DOORS</u>				
	<u>Collection</u>		<u>Page</u>		
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	From Page		39		-
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	From Page		41		-
	From Page		42		-
	From Page		43		-
	From Page		44		-
Bill No. 5 - CEO's Office Fitout Works					Carried Forward To Grand Summary
					-

MEP PRELIMINARIES AND GENERAL ITEMS					
ITEM	DESCRIPTION	UNIT.	QTY.	RATE.	AMOUNT in KES.
P.00	<u>GENERAL ITEMS</u>				
A	Allow for the printing of all MEP design drawings issued by the Engineer before commencement of works on A1 size paper to be displayed on site during the project period.	Sum	1		
B	Allow for the preparation of all MEP "As Built" Drawings and handover documentation including test results compilation in 3 No. A1 Hard Copies + 1 CD ROM (To a scale of 1:50).	Sum	1		
TOTAL CARRIED TO MAIN SUMMARY PAGE.					

MEP PART 1: ELECTRICAL, IT & SECURITY SERVICES INSTALLATIONS

ITEM	DESCRIPTION	UNIT.	QTY.	RATE.	AMOUNT in KES.
E1.01.00	<p><u>BILL NO. 1 ELECTRICAL, IT AND SECURITY SERVICES</u> <u>MAIN ELECTRICAL DISTRIBUTION SYSTEM INSTALLATIONS</u></p> <p>Supply and deliver to site fittings, equipment and materials for the Distribution System. Allow for storage on site all materials, fittings and equipment as stated below. Install, connect up-up complete including all conduits, supports, fixings, sleeves and accessories required for distribution system. Include for earthing requirements and connections and other item not detailed but required for the satisfactory completion and operation of the installation. The reference standard shall be the latest edition of the IET Wiring Regulations BS 7671.</p> <p>Preferred equipment manufacturers shall be as HAVELLS, SCHNEIDER, ABB, CRABTREE or another brand of similar/better quality. Preferred Cables Manufacturer shall be as East African Cables or METSEC</p> <p>Note: All Power Distribution Boards and Cables shall be subject to inspection and approval by the Engineer.</p> <p>Circuit breaker coordination and selectivity requirements shall be determined on site.</p> <p>Supply and Install the following:</p> <p><u>Isolators, Cables and Cable Management</u> The contractor shall reference the provided electrical schematic during installation.</p>				
E1.01.01	IP65 rated, 80A 415V/50Hz, 4 Pole Rotary Isolator Switch. Manufacturer shall be as Schneider, MK or an approved equivalent of similar quality.	No.	1		
E1.01.02	4 Core 16 sq.mm XLPE insulated and sheathed copper cable + Earth , inclusive of all terminals, cable lugs, glands and shrouds, clipped on slab soffit from Electrical duct to Server Room DB position on route approved by Landlord (Main 3rd Floor Board Incomer) (Provisional)	Lm	35		
E1.01.03	4 Core 6 sq.mm PVC insulated and sheathed copper cable + 6 sq.mm Earth , inclusive of all terminals, cable lugs, glands and shrouds (Outgoer to Bypass and to UPS Board)	Lm	20		
E1.01.04	3 Phase - 4 Pole UPS Manual Bypass Switch	No.	1		
E1.01.05	200mm (Width) X 25mm (Depth) dual compartment perforated white powder coated cable tray complete with all cable retainers, bends, Ts etc. and mounting accessories as required based on the engineer's drawings (Provisional)	Lm	60		
E1.01.06	300mm (Width) X 50mm (Depth) dual compartment covered white powder coated cable tray/overhead trunking complete with all cable retainers, bends, Ts etc. and mounting accessories as required based on the engineer's drawings (Provisional)	Lm	8		
E1.01.07	250mm (Width) X 50mm (Depth) stainless steel cable basket complete with all cable retainers, bends, Ts etc. and mounting accessories as required based on the engineer's drawings (Provisional - For Overhead IT Cable Management in Server Room)	Lm	6		
	TOTAL CARRIED FORWARD.				

ITEM	DESCRIPTION	UNIT.	QTY.	RATE.	AMOUNT in KES.
	<u>Electrical Distribution continued...</u>				
	TOTAL BROUGHT FORWARD				
E1.01.08	2 compartment molded PVC surface trunking, 180mm x 65mm, complete with lids/covers, base unit/main carrier including all manufacturers preformed internal and external angles, couplers and end caps and all cable retainers in white surface finish as Crabtree MAXPAK.	Lm	80		
E1.01.09	Provide twin module knockouts on above trunking as required	No.	20		
E1.01.10	Provide single module knockouts on above trunking as required	No.	20		
	<u>Distribution Boards and Accessories</u>				
	<i>Note: Earthing of the Distribution Boards shall be to IET BS7671 guidance notes on Earthing & Bonding requirements. Allow in the rates for all circuit labelling. The DB and feeder designations must be implemented with a uniform labelling system.</i>				
E1.01.11	Surface/Recess mount, 10 Way TPN electrical distribution board with 125A rated copper busbar. The DB shall be fitted complete with a 80A 4 Pole MCB and a 300mA 80A 4 Pole RCCB as Main Isolators. (Raw Power Distribution Board) .	No.	1		
E1.01.12	Recess mount, 4 Way TPN electrical consumer unit with 100A rated copper busbar. The consumer unit shall be fitted complete with a 45A 4 Pole MCB and a 45A 4 Pole 100mA RCCB as Main Isolators. (UPS Consumer Unit) .	No.	1		
	Note: All MCBs specified herein shall be Type C - 6kA MCBs except where stated otherwise.				
E1.01.13	<u>MCBs</u>				
a	10A SP	No.	6		
b	20A SP	No.	10		
c	32A SP	No.	10		
d	45A TP	No.	2		
e	Blanking plates for all spare ways.	No.	2		
	<u>Meter</u>				
E1.01.14	100/5A CT, 415V, 50HZ Calibrated Energy Meter as Siemens, ABB or a variant of similar quality and approved. (Provisional)	No.	1		
	TOTAL CARRIED TO COLLECTION PAGE 1.				

ITEM	DESCRIPTION	UNIT.	QTY.	RATE.	AMOUNT in KES.
	<u>BILL NO. 2 ELECTRICAL, IT AND SECURITY SERVICES</u> <u>POWER POINTS WIRING AND INSTALLATIONS</u> E1.02.00 <i>Supply and deliver to site materials, fittings and accessories, install, connect-up complete and commission the installation. Include in the rates for supply, installation and connecting up all cables including all required conduits, supports, fixings, sleeves and accessories for power point, install complete all conduits, supports, fixings, sleeves and accessories for voice and data points. Preferred accessories manufacturers shall be as BRITISH GENERAL (BG), CRABTREE, MK, SCHNEIDER or CLIPSAL and to approved quality. The reference standard shall be the latest edition of the IET Wiring Regulations BS 7671</i> Note! <i>All fittings shall be subject to inspection and approval before installation.</i> Supply and Install the following: <u>Sockets, Switches and Plugs</u>				
E1.02.01	13 Amp standard twin socket outlet plates in <u>white</u> surface finish	No.	95		
E1.02.02	13 Amp non-standard twin socket outlet plates in <u>red</u> surface finish c/w 2 No. non-standard plugs	No.	56		
E1.02.03	20A DP switch outlet plate labelled 'Isolator for Fire Alarm' fully compliant with BS 60669-2-4:2005 provisions in <u>white</u> surface finish c/w isolation key switch as MK Code No. K4780WHI (For Fire Alarm Panel)	No.	1		
E1.02.04	20A DP switch outlet plate with neon indicator in <u>white</u> surface finish	No.	8		
E1.02.05	32 Amps (1P+N+E) IP66 SPN Lockable Rotary Isolator Switch and Face Plate c/w 3 Pin Industrial Plug & Socket for Outdoor AC Equipment plugging. (Refer to the provided Electrical Schematic)	No.	2		
	<u>Conduits and Wiring</u>				
E1.02.06	13 Amps RING socket outlet points, wired at an average distance of 5 metres point to point, in 3 x 2.5mm ² PVC insulated and sheathed single core copper cables drawn in cable trays (provided elsewhere) and in 25mm diameter heavy gauge PVC conduits concealed in walls, floor and surface conduit installations clipped to the slab soffit with all PVC conduit boxes and accessories but excluding the socket outlet face plates.	No.	151		
E1.02.07	RADIAL Single Phase Isolator points wired in XLPE Insulated 2 Core 6 sq.mm + 6 sq.mm Earth, drawn in cable trays (provided elsewhere) and in 32mm diameter heavy gauge PVC conduits concealed in walls/floor/clipped to slab soffit as/where applicable with all PVC conduit boxes and accessories including terminations on equipment but excluding the Isolator from Main DB to the outdoor AC unit position.	Lm	70		
E1.02.08	20A DP Switch RADIAL outlet points, wired in 3 x 2.5 mm ² PVC insulated and sheathed single core copper cables drawn in cable trays (provided elsewhere), and in 25mm diameter heavy gauge PVC conduits, concealed in walls/floor/ceiling void with all PVC conduit boxes and accessories including terminations on equipment but excluding the DP Switch.	Lm	350		
E1.02.09	Audio & Video System Points in 32mm diameter heavy gauge PVC conduits concealed in walls, floor and clipped to slab soffit, with all PVC conduit boxes and accessories, linking back to designated control/panel stations, but excluding all speakers, controllers and fittings.	No.	10		
	TOTAL CARRIED FORWARD.				

ITEM	DESCRIPTION	UNIT.	QTY.	RATE.	AMOUNT in KES.
	<u>Power Points Wiring & Installations continued...</u>				
	TOTAL BROUGHT FORWARD				
E1.02.10	<i>HDMI Points</i> in 38mm diameter heavy gauge PVC conduits concealed in walls, floor and clipped to slab soffit, with all PVC conduit boxes and accessories, linking back to designated control/panel stations, but excluding all speakers, controllers and fittings.	No.	4		
E1.02.11	<i>Fire Alarm System Points</i> in 25mm diameter heavy gauge PVC conduits concealed in walls and clipped to slab soffit, with all PVC conduit boxes and accessories, linking back to designated panels but excluding all fire alarm system fittings.	No.	21		
E1.02.12	<i>Data and Security System points</i> in 25mm diameter heavy gauge PVC conduits concealed in walls and clipped to slab soffit, with all PVC conduit boxes and accessories, linking back to designated data cabinet positions, and inclusive of draw wires and blanking plates but excluding all Data and Security fittings/equipment.	No.	78		
E1.02.13	Allow for equipotential earth bonding of ALL exposed metal structures and equipment within the office fit out including but not limited to sheet metal ducts, sinks, and any other metal structure not necessarily mentioned. Include in the rates for all earth cables, earth lugs, fixings and all accessories required for the satisfactory execution of the earth bonding installations. Note: All bonding shall be done using 16 sq.mmCPC .	Item.	1		
E1.02.14	Flush mount <i>Adaptor Box</i> , 200mm x 200mm x 50mm, complete with cable entry knock outs and half thread bushes for interfacing cable connections where required (Provisional).	No.	10		
E1.02.15	Pre-formed ABS vertebrae height adjustable cable management kit (spine) with weighted base c/w raceways for cable management from floor box or trunking, to desk as required.	No.	22		
	TOTAL CARRIED TO COLLECTION PAGE 1.				

ITEM	DESCRIPTION	UNIT.	QTY.	RATE.	AMOUNT in KES.
	BILL NO. 3 ELECTRICAL, IT AND SECURITY SERVICES LIGHTING SYSTEM INSTALLATIONS				
E1.03.00	<p>Supply and deliver to site all materials, fittings and accessories. Install, connect-up complete to IEE Regulatory requirements and Electrical Codes of Practice, test and commission the installations. Include in the rates for Supply, installation and connecting complete all cables including all required conduits, supports, fixings, sleeves and accessories.</p> <p>Preferred accessories manufacturer shall be "CLIPSAL" or "MK" and to approval.</p> <p>Special note shall be taken to ensure that:-</p> <p>i) Earth conductors are drawn and terminated to all lighting switch boxes</p> <p>ii) Lighting fittings to be supplied complete with lamps, fixings brackets and accessories.</p> <p>Supply and Install the following:</p> <p>Conduits and Wiring</p>				
E1.03.01	Lighting system points wired in 3 x 1.5 mm ² PVC insulated and sheathed single core copper cables, drawn in cable trays (already provided for) and in 20mm diameter heavy gauge PVC conduits concealed in walls/within the ceiling voids, one and two way switched as provided, with links to the raw power distribution board inclusive of all PVC conduit boxes and accessories but excluding switch and light fittings.	No.	216		
E1.03.02	ditto but for Emergency Lighting System Points.	No.	21		
	<p>Light Fittings and Accessories</p> <p><i>Supply and Install the following light fittings c/w accessories</i></p>				
E1.03.03	30W, IP20 rated, 4000-4500K, 600mm X 600mm recessed white LED Panel Light as LEDVANCE or another brand of similar or higher quality.	No.	48		
E1.03.04	Type I Downlight as Cyclone LED Downlight by Light Green with the following specifications; 18W, 4000K, IP20, 145mm diameter. Code No. LG-CY18W-R or another brand of similar or higher quality.	No.	22		
E1.03.05	Type II Downlight as Cyclone LED Downlight by Light Green with the following specifications; 10W, 4000K, IP20, 98mm diameter. Code No. LG-CY10W-R or another brand of similar or higher quality.	No.	56		
E1.03.06	Type III Downlight as Melody LED Downlight by Light Green with the following specifications; 5W, 4000K, IP20, 75mm diameter. Code No. LG-ML5W or another brand of similar or higher quality.	No.	70		
E1.03.07	10mm PU 10W/m (in 5 Metre Rolls) 4000K LED Strip Light as 'LEME' Code No. LE-NF-JR10M	No.	8		
E1.03.08	Allow a SUM of KES 15,000.00 for decorative pendants to the architect's specification.	No.	7		
E1.03.09	Ceiling mounted LED Non-Maintained emergency exit sign with 3 hour emergency back-up duration, self-test function, integrated emergency pack and laser etched acrylic for superior light distribution and appropriate legend (Down, Left or Right) as "OMS" or similar and approved.	No.	6		
E1.03.10	3 Watts non-maintained surface/recess mounted (as per drawings) LED emergency lighting fittings as PIERLITE, LED FIREFLY Code No. FFRLED c/w 3 hr. emergency back-up duration.	No.	15		
	TOTAL CARRIED FORWARD.				

ITEM	DESCRIPTION	UNIT	QTY.	RATE	AMOUNT IN KES.
	BILL NO. 4 ELECTRICAL, IT AND SECURITY SERVICES DATA & STRUCTURED CABLING SYSTEM INSTALLATIONS				
E1.04.00	<p>Supply, install, test and commission complete the data, voice and security horizontal structured cabling as detailed in the bills specifications and to the particular requirements of the site. The contractor shall include in his rates for delivery of all materials to the project site, storage, general and specialized labour, test equipment, supports and fixings and all terminations, connectors, fittings and all accessories complete as necessary and required for the satisfactory completion and operation of the data/telephone installations. All cabling work shall be fully compliant to the relevant local and international standards including EIA/TIA and IEC 61156-5 (ISO/IEC 11801) standards for generic cabling in buildings.</p> <p>Note:- The brands to be supplied MUST be internationally recognized and MUST have been in the market for NOT LESS than TEN (10) years. All equipment supplied/systems installed MUST have a warranty period of not less than 24 months (2 Years). Where applicable, Manufacturers Authorizations Forms/Letters (MAF) MUST be provided for all the Equipment. Any licenses provided must be fully owned by the client (one-off Licenses), NO RENEWAL CHARGES. The system software provided by the contractor MUST be able to integrate with third party software.</p> <p>Supply and Install the following:</p>				
E1.04.01	Angled Double gang face plate with dual CAT6A FTP detachable outlet module.	No.	54		
E1.04.02	Angled Single gang face plate with single CAT6A FTP detachable outlet module.	No.	10		
E1.04.03	U/FTP CAT6A cables in 305 meter Roll. (NOTE: An independent laboratory certification of the cables shall be required prior to any installations of the same on site. Provision shall cater for all Data, Voice, Security points)	No.	23		
E1.04.04	1 Meter CAT6A 4 Pair-STP RJ 45- RJ 45 patch cords for the cabinet end. (NOTE: The preferred sheath colors shall be "Blue" for Data and "White/Grey" for Security/Others)	No.	140		
E1.04.05	3 Meter Factory terminated CAT6A 4 Pair-STP RJ 45- RJ 45 patch cords for user/workstation end.	No.	118		
E1.04.06	Allow for all accessories including but not limited to cable bands, joiners, connectors and all accessories including cable labelling materials and all consumables as required for the satisfactory commissioning and operation of the complete Data, Voice and Security Installations.	Item	1		
E1.04.07	Allow for all labor for the installation of <u>data, voice and security points</u> inclusive of cable pulling in conduits and in cable trays (provided by others). Cables in cable trays shall be bundled in groups not exceeding 20 No. and in sequential order. Include in the rates for termination to outlet plates and to the patch panel and to the switch equipment inclusive of all RJ45 connectors and jackets.	No.	140		
E1.04.08	Allow for configuration, testing and commissioning complete with issue of printed fluke test report and auto summary to the satisfaction of the Engineer and the client. Note! The testing equipment shall be FLUKE DSX 8000 series and the FLUKE TEST results SHALL be generated using the latest linkware VERSION.	Item	1		
	TOTAL CARRIED FORWARD				

ITEM	DESCRIPTION	UNIT	QTY.	RATE	AMOUNT IN KES.
	TOTAL BROUGHT FORWARD				
	Supply, Install, Configure, Test and Commission the following:				
E1.04.09	48 Port CAT6A STP Data/Voice Modular patch panel c/w detachable modules for 4-Pair STP Termination.	No.	4		
E1.04.10	2U 5-Ring Cable Manager	No.	7		
E1.04.11	48 port Gigabit POE Stackable Managed Switch, 10/100/1000 Mbps, POE+, at least 2 X 10G SFP+ ports supplied c/w 2 No. SFP+ modules, and at least 400W PoE Power Budget. The switch shall support advanced Layer 2+ and Layer 3 applications for both IPv4 and IPv6+, and shall be complete with all other features and accessories as the reference model listed here (Note that the features and accessories will be cross referenced during bid analysis). For network uniformity, the contractor is advised to reference the Alcatel Lucent OmniSwitch 6560 Series Model No. OS6560-P48Z16. The Alcatel Lucent switch shall be registered to IRA and shall come with ALE SPS (Software Support Contract) support paid up for 3 Years.	No.	3		
E1.04.12	12x LC Duplex, 24 Fibers OM4 Multimode Fiber Adapter Panel c/w preloaded LC Connectors	No.	1		
E1.04.13	OM4 50/125µm Multimode Duplex LC-LC Fiber Patch Cords	No.	12		
E1.04.14	Ceiling Mount Wireless POE Access Point complete with all features and accessories as the reference model listed here. The access point shall support for full-duplex 1 Gbps TCP/IP performance, four-stream Wi-Fi 6 technology, 5 GHz band 4x4 MU-MIMO and OFDMA with radio rate of 2.4 Gbps, 2.4 GHz band 4x4 MIMO with radio rate of 600 Mbps. See Alcatel Lucent Omni Access Stellar AP1230 Series Model No. OAW-AP1231-RW for reference.	No.	3		
E1.04.15	42U (800X1000mm) Free Standing Communications Rack Cabinet with lockable front glass door and rear vented door complete with 5 No. horizontal rack mount PDUs to provide at least 6 No. universal outlets each connected to the UPS (to be provided by client). The rack shall be fitted with a temperature and humidity sensor and 4 No. Extractor Fan Kits. The rack MUST have removable cable slots both at the top and bottom covers, removable/lockable side panels, 2 sets of adjustable mounting rails (adjusting in 1 inch increments), 2 No. heavy duty trays, and all other accessories as required for satisfactory operation. Manufacturer shall be as Giganet.	Item	1		
E1.04.16	6 Core 50/125µm OM4 Multimode Fiber Optic Cable. Include in the rate for all terminations on both ends (pigtailed) but excluding the SFP Modules.	Lm	180		
E1.04.17	Allow a sum for liaison with the client ICT team for setup of the IT network including linking to the existing data centre from the new space, and any other integration tasks as may be required.	Item	1		
	TOTAL CARRIED TO COLLECTION PAGE 1.				

ITEM	DESCRIPTION	UNIT.	QTY.	RATE.	AMOUNT in KES.
	<u>BILL NO. 5 ELECTRICAL, IT AND SECURITY SERVICES</u> <u>FIRE ALARM SYSTEM INSTALLATIONS</u>				
E1.05.00	<p>Supply and Install all materials, equipment and accessories complete. Install, connect-up complete and commission the installation. Include in the rates for supply of all materials, cables and wiring accessories and connecting-up complete with Fire Tuff FP 200 cables including all conduits surface and concealed in the structure, raceways, supports, fixings, sleeves and necessary materials for the Addressable analog Fire detection and alarm System. The fire alarm system shall comply fully with requirements of NFPA standard 72 for protected premises signaling systems. Allow for any other item not specifically detailed but required for the satisfactory installation and operation of the system.</p> <p>NOTE: The models provided in this document shall serve only as a quality and design reference guide. The contractor is allowed to provide alternatives of similar specification.</p> <p><u>Supply, Install, Configure, Test and Commission the following:</u></p> <p><u>Main Fire Alarm Panel</u> Note: This Main Fire Alarm Panel shall be provided c/w a link to the access control system for fail safe operation during emergencies.</p>				
E1.05.01	<p>Conventional 2 Zone Fire Alarm Control Panel complete with 72 Hour standby battery with integral charger and mains input of 240V A/C and 24V DC operating voltage as MENVIER MF9302. The given rate shall be inclusive of testing and commissioning the entire fire alarm system. <u>Allow in the rate for modules to connect it to the Main Building's Addressable Fire Alarm System and the access control system.</u></p>	No.	1		
E1.05.02	<p><u>Fire Tuff 200 Wiring</u> Smoke/Heat detector points wired in 1.5mm² FIRE TUFF single core copper cables drawn in 25mm diameter heavy gauge conduits concealed in walls and surface conduits installations within the ceiling void with PVC conduits boxes and accessories with links to the fire alarm panel - wiring to be done in accordance with zoning requirements.</p>	No.	8		
E1.05.03	Ditto but for Manual Call Points.	No.	4		
E1.05.04	Fire alarm Sounder points wired in 2.5 mm ² FIRE TUFF single core copper cables ditto.	No.	4		
E1.05.05	<p><u>Fittings and Accessories</u> Conventional fire alarm manual call point as MENVIER MBG914 accessorized with mounting Bezels for MBG Call points as MBGBEZ and MBGHinged Cover as MBGHCC.</p>	No.	4		
E1.05.06	Conventional fire alarm Sounder/Beacon with shallow base-Red as MENVIER MCD524/SB.	No.	4		
E1.05.07	Conventional Photo-thermal Smoke detector complete with base as MENVIER MPT951.	No.	8		
E1.05.08	Allow a rate for careful removal of the existing fire detection devices (10 No. Smoke Detectors) provided on the slab soffit by the landlord, and for re-fixing, testing and commissioning after the fitout.	Item	1		
	TOTAL CARRIED TO COLLECTION PAGE 1				

ITEM	DESCRIPTION	UNIT	QTY.	RATE	AMOUNT IN KES.
	BILL NO. 6 ELECTRICAL, IT AND SECURITY SERVICES				
	AUDIO-VISUAL SYSTEM INSTALLATIONS FOR MEETING ROOMS				
E1.06.00	<p>Supply, install, configure, test and commission complete the audio visual system as detailed in the specifications and to the particular requirements of the site. The contractor shall include in his rates for delivery of all materials to the project site, storage, general and specialized labour, test equipment, supports and fixings and all terminations, connectors, fittings and all accessories complete as necessary and required for the satisfactory completion and operation of the complete audio-visual system installations.</p> <p>Note:- The bidder shall be responsible for providing all equipment/accessories needed for the complete functioning of the Audio-Visual system whether included in this specification or not. CAT6A cable, where required, is already provided for elsewhere. The models provided in this document shall serve only as a reference guide for functionality, quality and design.</p> <p>Supply and Install the following:</p>				
E1.06.01	10.1 Inch multi-touch glass wall mounted screen for room booking management c/w mounting kit. The screen shall be with the following features: 1280 x 800 pixel resolution, RFID Card Reader support, Tri-color LED room status indicator with 180° visibility, screen theme capability to enable space branding, Dual core ARM A9, 1GHz Processor, 1GB 64-bit DDR3 memory, 8GB NAND Flash storage, Power Over Ethernet (POE) support, Bluetooth support. See CONDECO Systems for reference.	No.	2		
E1.06.02	Provide for subscription, hardware and software support, and screen - management system for 3 Years of service starting from the date of the system commissioning for 2 No. meeting rooms.	Item	1		
E1.06.03	65 Inch 4K Smart TV Screen rated for digital signage. The screen shall have the following features: Brightness(Typ.) : 500 cd/m², Surface Treatment (Haze) : 28%, Bezel : 9.9 mm (T/R/L), 14.4 mm (B) Depth : 39.9 mm, Interface : HDMI(3)/DP/DVI-D/USB 2.0/ RS232C/ RJ45/ Audio/ IR, 30° Tilting Installation. The unit shall be c/w wall mounting brackets. See LG product No. LG - 65UH5F-H for reference.	No.	2		
E1.06.04	Wireless group collaboration device with the following features: 4K wireless streaming, wired content input, dual display support, Power over Ethernet Plus (PoE+), USB-C Port, digital signage playback, centralized device management, API for 3rd party integrations, Qualcomm Snapdragon 820, quad-core Kryo CPU, Adreno 530 graphics processor, 4GB RAM, 16GB eMMC Flash Storage, Dual band 802.11ac 2x2 MIMO support, Outputs as HDMI 2.0 for HDMI1 with Audio (8-channel 7.1 surround sound), HDMI 1.4 for HDMI2 with Audio (8-channel 7.1 surround sound), stereo output, Input as HDMI 1.4b, 2x USB 3.0, USB-C port support. The device shall be complete with software, license (4 simultaneous users), 3 years subscription, and 3 years limited hardware warranty. See Mersive SP-8100-E3,SP-8301-E for reference.	No.	2		
E1.06.05	Video Conferencing System with the following features: premium audio quality and voice clarity, support for wireless content sharing from any device, content annotation and digital white boarding support, customization and security for room control using REST APIs. See Poly G7500 for reference. The system shall be supplied c/w with 2 HDMI 3m each, 1 CAT6 LAN Cable 8m c/w shield and jacks, 1 HDCI 3m, 1 HDCI Mini 3m, Power: UK-Type G, BS 1363. 4 No. Ceiling Mount Speakers and wall mount set. (For Meeting Room 1)	No.	1		
	TOTAL CARRIED FORWARD				

ITEM	DESCRIPTION	UNIT	QTY.	RATE	AMOUNT IN KES.
	TOTAL BROUGHT FORWARD				
E1.06.06	Provide auto tracking system c/w base for above video conferencing system (As in Item E1.06.05). See Polycom EagleEye Director II System for reference. The system shall be c/w additional 1 No. 12x camera, power supply adapter, UK power cord. Interworking with RP Group. (For Meeting Room 1)	No.	1		
E1.06.07	8 Inch table top touch display for video conferencing system with the following features: WXGA (1280 x 800) resolution, built-in stand support, 75 degrees (U/D/L/R) viewing angle, tap and touch control to access call controls and administrative menus, support for Direct API command through network, Power over Ethernet (PoE), compatible with IEEE 802.3af Class 3 and Low-power sleep mode. See Polycom Poly TC8 for reference. (For Meeting Room 1)	No.	1		
E1.06.08	IP Ceiling Microphone Array in white finish with the following features: Electronics Interface, Wall Plate, 1 No. IP Ceiling Microphone Array and 1 Ethernet Plenum 50 ft., 1 CAT 5E SHLD 7ft, 1 cable assy 6-6p XLR White 24 ft. CM4. The microphone array shall be compatible with the video conferencing system specified. See Poly IP Ceiling Microphone Array for reference. (For Meeting Room 1)	No.	2		
E1.06.09	86 Inch 4K Smart Interactive Commercial Display Screen. The screen shall have the following features: Brightness(Typ.) : 350 cd/m², Touch Type : In-Cell, Multi Touch Point : Active Pen : Max 2 Point, Depth : 86.5 mm, Interface : HDMI (2), DP, DVI-D, USB Type C / Audio-in, RS232C In/Out, USB 2.0 (2), USB Type C(USB2.0), Touch Out(USB2.0,B Type)(2). The unit shall be c/w wall mounting brackets. See LG product No. 86TN3F-B for reference. (For Meeting Room 2)	No.	1		
E1.06.10	Provide All-In-One video conferencing system c/w 4K Video Conferencing, Collaboration and Wireless Presentation capabilities for Meeting Room 2. The system shall have all features as the Poly STUDIO X50 complete with the TC8.	No.	1		
E1.06.11	Provide expansion microphone c/w conference phone for Meeting Room 2 as the Polycom Trio C60 system complete with one analog microphone array and one 7.6m/25' RJ11 connection type cable. The array shall be compatible with Poly Studio X50, Poly Studio USB and RP Debut, or any other system as specified by the contractor.	No.	1		
E1.06.12	Allow for all Polycom (or other as specified) subscription licenses, camera licenses, software licenses etc. as required for proper functioning of all the systems specified above. Subscription licenses shall be for a period of 3 Years from date of system commissioning. Camera licenses and software licenses shall be perpetual unless where manufacturer states otherwise.	Item	1		
E1.06.13	Table Top Power Modules for Meeting Room Desks c/w 2 No. HDMI, 2 No. CAT6A modules, and 2 No. BS power sockets. The module shall be installed recess on the furniture.	No.	9		
	TOTAL CARRIED TO COLLECTION PAGE 1.				

ITEM	DESCRIPTION	UNIT	QTY.	RATE	AMOUNT IN KES.
E1.07.01	<p><u>BILL NO. 7 ELECTRICAL, IT AND SECURITY SERVICES</u></p> <p><u>UNINTERRUPTIBLE POWER SUPPLY SYSTEM INSTALLATIONS</u></p> <p><i>Supply, Install, Test and Commission the following:</i></p> <p>15kVA Double-Conversion True On-Line Modular 3- Phase 240/415V Commercial UPS System, 50Hz, 4- Wire + Ground wye input and output with inbuilt precision voltage regulation capability, zero transfer time capability, high input power factor, and DSP technology with generator support, fully equipped external maintenance bypass facility, dynamic battery management, 8 minutes back-up runtime, complete with power monitoring capabilities and advanced power management software, fully capable back-feed protection system, emergency power off button and dry interface for remote emergency shutdown. (Operating Temperature Range: 0° to +40° degrees Celsius; Storage Temperature Range: -15° to +50° degree Celsius). Manufacturer shall be as "APC" Symmetra or "Tripplite"</p>	No.	1		
	TOTAL CARRIED TO COLLECTION PAGE 1.				

ITEM	DESCRIPTION	UNIT	QTY.	RATE	AMOUNT IN KES.
E1.08.00	<u>BILL NO. 8 ELECTRICAL, IT AND SECURITY SERVICES</u> <u>CCTV SYSTEM INSTALLATIONS</u> Supply, install, configure, test and commission complete the CCTV system as detailed in the specifications and to the particular requirements of the site. The contractor shall include in his rates for delivery of all materials to the project site, storage, general and specialized labour, test equipment, supports and fixings and all terminations, connectors, fittings and all accessories complete as necessary and required for the satisfactory completion and operation of the CCTV installations. The rate given shall allow for any/all licenses as may/will be required. Note:- Equipment manufacturer shall be as "UNIVIEW" or "PROVISION" The bidder shall be responsible for providing all equipment/accessories needed for the complete functioning of the CCTV system whether included in this specification or not. CAT6A cable is already provided for elsewhere. Supply and Install the following:				
	E1.08.01 8 Channel IP Network Video Recorder as the NVR302-E-P-B Series NVR complete with all features including support for P2P, UPnP, NTP, DHCP, PPPoE protocols, Ultra 265/H.265/H.264 video formats, 1-ch HDMI, 1-ch VGA, HDMI at up to 4K(3840x2160) resolution, up to 12 Megapixels resolution recording, HDMI and VGA independent outputs, 8 RJ-45 10M/100M self-adaptive Ethernet Interface, and ANR technology to enhance the storage reliability when the network is disconnected. The NVR shall be fitted c/w 2 No. 4TB SATA HDDs. The NVR MUST be ONVIF compliant.	No.	1		
	E1.08.02 IP67 rated 4MP IP Indoor Motorized Dome Network Camera as the Uniview IPC3234LR3-VSPZ28-D or a variant of similar/equal quality and design. The camera shall be equipped with 1/3", 4.0 megapixel, progressive scan, CMOS, 2.8 ~ 12mm, motorized zoom lens, and all other features as applicable to the given model.	No.	3		
	E1.08.03 Allow here a rate for liaison with the client's IT team for system setup and for all required linkages to link the NVR to the existing CCTV system. NOTE: The PC provided in the Access Control Section shall also serve as a client PC for the CCTV system.	Item	1		
	TOTAL CARRIED TO COLLECTION PAGE 1.				

ITEM	DESCRIPTION	UNIT	QTY.	RATE	AMOUNT IN KES.
	<u>BILL NO. 9 ELECTRICAL, IT AND SECURITY SERVICES</u> <u>ACCESS CONTROL SYSTEM INSTALLATIONS</u>				
E1.09.00	<p>Supply, install, test and commission complete the access control system as detailed in the specifications and to the particular requirements of the site. The contractor shall include in his rates for delivery of all materials to the project site, storage, general and specialized labour, test equipment, supports and fixings and all terminations, connectors, fittings and all accessories complete as necessary and required for the satisfactory completion and operation of the access control system installations. The rates shall also allow for any required linkages between the new and existing access control systems.</p> <p>Note:- Equipment manufacturer shall be as "KANTECH" or equivalent and to approval. The contractor shall allow in their rate for all liaison required to integrate this system to the existing Access Control System.</p> <p>Supply complete and Install the following:</p>				
E1.09.01	Ethernet-ready four door controller, POE+ and RS485 capable, capable of stand-alone operation, Wiegand/OSDP support, support for third party proximity card readers and with all other features including:-TCP/IP interface; VC-485 multi-function communication interface; USB-485, USB to RS-485 communication interface; RS-485 communication ports; 8 Auxiliary outputs for door access and status; 8 control relay outputs; 5 VDC reader power outputs; 8 monitored points (inputs); communication speed from 1,200 to 115,200 baud; 64K firmware flash memory; 128K RAM memory, protected by a lithium battery; and with network autonomy. See Kantech KT-400 for reference.	No.	2		
E1.09.02	Wall mounted multi-technology card & keypad (2-factor authentication) reader (1 Gang Mount) with the following features:- Ethernet and RS485 serial port connectivity, multi-color side LED indicator, IP65 rating, Wiegand Support, 13.56 Megahertz and 125 Kilohertz, With Keypad. Product shall be as KANTECH SYSTEMS KT-SG-MT-KP Smart Card Reader, Multi-Technology, 1-Gang Mount.	No.	2		
E1.09.03	Wall mounted multi-technology card reader (Mullion Mount) with the following features:- Ethernet and RS485 serial port connectivity, multi-color side LED indicator, IP65 rating, Wiegand support, 13.56 Megahertz and 125 Kilohertz. Product shall be as KANTECH SYSTEMS KT-MUL-MT Smart Card Reader, Multi-Technology, Mullion Mount.	No.	2		
E1.09.04	Electric Door Buzzer	No.	2		
E1.09.05	Override Key switch with Indicator	No.	2		
E1.09.06	Magnetic lock with the following features:- Fail safe, power to lock; 350kg holding force; DC 12V voltage; Anodized aluminum finish to shell; Zinc finish to magnet and armature, and complete with power supply unit and mounting L-Z brackets as required.	No.	3		
E1.09.07	Illuminated emergency door release break glass for the access control system.	No.	2		
E1.09.08	Entry/Exit Request Buttons	No.	1		
E1.09.09	ACS Client PC with the following specifications, 2.3Ghz Core i5 processor, 8GB RAM, Licensed Windows 10 Pro c/w 24 inch IPS Screen. The PC shall be loaded with the Kantech Special Edition ACS Management Software and support for ExaQvision and NVR for integration with the CCTV System.	No.	1		
	TOTAL CARRIED TO COLLECTION PAGE 1				

COLLECTION PAGE 1

ELECTRICAL, IT AND SECURITY SERVICES INSTALLATIONS COLLECTION PAGE

ITEM	DESCRIPTION	AMOUNT (IN KES)
BILL NO. 1	MAIN ELECTRICAL DISTRIBUTION SYSTEM INSTALLATIONS	
BILL NO. 2	POWER POINTS WIRING AND INSTALLATIONS	
BILL NO. 3	LIGHTING SYSTEM INSTALLATIONS	
BILL NO. 4	DATA & STRUCTURED CABLING SYSTEM INSTALLATIONS	
BILL NO. 5	FIRE ALARM SYSTEM INSTALLATIONS	
BILL NO. 6	AUDIO-VISUAL SYSTEM INSTALLATIONS FOR MEETING ROOMS	
BILL NO. 7	UNINTERRUPTIBLE POWER SUPPLY SYSTEM INSTALLATIONS	
BILL NO. 8	CCTV SYSTEM INSTALLATIONS	
BILL NO. 9	ACCESS CONTROL SYSTEM INSTALLATIONS	
	TOTAL FOR ELECTRICAL, IT & SECURITY SERVICES INSTALLATIONS CARRIED FORWARD TO MAIN SUMMARY PAGE	

MEP PART 2: HVAC INSTALLATIONS					
ITEM	DESCRIPTION	UNIT.	QTY.	RATE.	AMOUNT in KES.
AC.01.00	<p><u>AIR CONDITIONING INSTALLATIONS</u></p> <p>Supply, deliver to the project site and install the complete equipment including for all control panels inclusive of phase failure relays, under and over voltage protection devices, sensors, switches, remote control accessories, fittings, fixings, thermometers, thermostats, gauges, time controls, automatic valves, anti-vibration mounting and insulation. Include in the rates for all condensate drainage pipework and traps complete to collection and drainage point. Include for fire barriers, Pressure Testing and Vacuumizing all as per the equipment manufacturer's recommendations. Include in the rates for the complete system commissioning inclusive of submission of test results, air flow balance through the diffusers/grilles and all or any item not specifically detailed but required for the satisfactory completion of the installation and operation of the systems to the manufacturers specifications.</p> <p>NOTE: The models referenced here shall serve only as a quality reference guide. The contractor shall provide datasheets of all recommended models with their bid submission.</p>				
	AC.01.01 Single Split inverter type <u>Ceiling Cassette</u> air condition equipment of Nominal Capacity Rating 10.6kW, including indoor and outdoor and treated against rust and corrosion prepared for installation in tropical regions and all supplied inclusive of refrigerant copper pipework, (approximately distance between indoor and out door = meters) insulated with 'aero flex' insulation between indoor and outdoor unit and R410a gas charge. Include in the rates for connection of the equipment to local power isolators (Installed by others within 1m of the equipment), all power and control wiring, wired/wireless remote controls, fixings and fittings, mounting bracket kits for the indoor and outdoor unit and all accessories required. (For Meeting Rm 1).	No.	1		
	AC.01.02 Single Split inverter type <u>Ceiling Cassette</u> air condition equipment of Nominal Capacity Rating 7.1kW; Ditto. (For Meeting Rm 2)	No.	1		
	AC.01.03 Single Split inverter type <u>High Wall</u> air condition equipment of Nominal Capacity Rating 2.8kW; Ditto. (For Server Rm)	No.	1		
	AC.01.04 AC drain pump for the Server room high wall AC unit. Allow in the rates for pump power connection (provided by others within one metre), fixings and support brackets and all accessories required for standard installation of the pump.	No.	1		
	AC.01.05 35mm cpvc drainage pipework complete with brackets and fixings and inclusive of seal/trap and connection to the waste/drainage system.	Lm.	18		
	AC.01.06 Supply of Single Phase Monitor / Voltage Surge Protection Device for split Outdoor unit.	No.	3		
	AC.01.07 Supply and install wall mount air extract fan with air flow capacity of 250m ³ /Hr. as "S&P" SILENT-300 DESIGN 3C Series complete with all accessories and fixings (For registry).	No.	1		
	AC.01.08 Supply, deliver to the project site, install, test and commission the pantry recirculation hood as "FABER" # FM A60 Hood 2740 X - Stainless Steel; complete in all respects (For Break out cooking range).	No	1		
	TOTAL CARRIED FORWARD TO MAIN SUMMARY PAGE.				

MEP PART 3: P&D INSTALLATIONS					
ITEM	DESCRIPTION	UNIT.	QTY.	RATE.	AMOUNT in KES.
PART 1	<u>SANITARYWARE & EQUIPMENT SUPPLY & INSTALLATION.</u>				
P.01.00	<p>Supply the listed sanitary ware items and equipment complete, deliver to the project site, assemble and install. Allow for supply and installation of all fixings, supports and connections to services, control, isolating and non-return valves. Include for supply and installation of all fittings, angle valves and accessories. Allow for any other item required for the satisfactory execution and completion of the installation.</p> <p>Note: The provided brands shall be referenced only as a quality and design guide. The contractor shall be free to provide alternatives of equal or better quality.</p>				
P.01.01	Stainless Steel S.B.S.D Sink as Franke ASX 611 Ascona or similar of equal or better quality and approved, complete with grating as Twyford FC1044WH, complete with sink waste as WF4374CP; uPVC P bottle trap as WF 8483XX with extension pipe to wall; and inclusive of sealing sink to top with clear silicon building sealant.	No	1		
P.01.02	Chrome Plated Single Lever Sink Mixer Tap with Swivel Spout as HANS GROHE LOGIS 160 Ref # 71832000 and complete with a set of $\frac{1}{2}$ " x $\frac{3}{8}$ " angle valves as SCHLOSSER Ref # 7105 with flexible connection hose pipes.	No.	1		
P.01.03	Steel cased undersink Instantaneous water heater, 10 litres, 2kW complete with adjustable thermostat, pressure release valve and isolating valve; all as "ARISTON".	No	1		
PART 2	<u>WATER DISTRIBUTION SYSTEM (IN CPVC PIPING AND ACCESSORIES)</u>				
P.02.00	<p>Supply, install, test and commission the water distribution system in ASTM D2846 CPVC piping to conform to the requirements of B.S 6700 and to the particular requirements of the site. Each room to be installed with isolation valve. Include for all pipe brackets, hangers and fixings as per pipe manufacturer's recommended spacing. Allow for any other item required for the satisfactory execution, completion and operation of the installation.</p> <p>NOTE: Allow in the rates for all pipe fittings and accessories of the same manufacture including but not limited to reducer bushings, transition bushings, transition couplings, reducer couplings, brass couplings, Tees, reducer Tees, elbows, adaptors, brass FPT Tees, brass FPT elbows and brass male adaptors all as required for the complete the cold water distribution system.</p>				
P.02.01	20mm diameter inclusive of all pipe accessories measured within the running linear pipe length including but not limited to bends, elbows, tees, connectors, adaptors, supports and fixings installed in walls, floors, ceilings and ducts from the existing plumbing system to the new kitchen sinks.	Lm	36		
P.02.02	Brass Gate Valve, 20mm diameter as "Cobra" 1002/125-25.	No.	1		
	TOTAL CARRIED FORWARD				

ITEM	DESCRIPTION	UNIT	QTY.	RATE	AMOUNT IN KES.
	TOTAL BROUGHT FORWARD				
PART 3	<u>SOIL AND WASTE DRAINAGE SYSTEM (uPVC PIPING)</u>				
P.03.00	Supply, install, test and commission the installation in Heavy Duty UPVC pipework; grey for the internal above ground system and golden brown for the buried system all complying to BS 5750 quality system of manufacture and to BS 5572, BS 4515 and BS 5255 and to the particular condition and requirements of the site. The manufacturer's pipe jointing recommendations shall be fully complied with. NOTE: Allow in the rates for all necessary pipe fittings and accessories of the same manufacture including but not limited to adaptors, connectors, Tees, reducers, elbows, rodding access points, plugs and all pipe brackets, hangers and fixings as required for the satisfactory execution of the work and efficient completion and operation of the soil and waste drainage system.				
P.03.01	32mm diameter.	Lm	6		
P.03.02	40mm diameter.	Lm	24		
PART 4	<u>PORTABLE FIRE FIGHTING EQUIPMENT</u>				
P.04.00	Supply all the listed materials and equipment complete, and install the Fire Fighting System.				
P.04.01	Supply, deliver to site and install portable fire extinguishers to comply with BS 1288, BS 3465 and BS 5423 and as Nimrod or similar and approved.				
a	Carbon Dioxide Fire Extinguisher - 5kg.	No.	3		
b	Dry Powder Fire Extinguisher - 9kg.	No.	3		
c	Foam Fire Extinguisher - 9Ltr.	No.	1		
d	Fire Blanket.	No.	1		
	TOTAL CARRIED FORWARD TO MAIN SUMMARY PAGE.				

MEP PART 4: CHAIRMAN'S & CEO'S OFFICES MEP INSTALLATIONS

ITEM	DESCRIPTION	UNIT.	QTY.	RATE.	AMOUNT in KES.
E1.01.00	<p><u>BILL NO. 1 ELECTRICAL, IT AND SECURITY SERVICES</u></p> <p><u>MAIN ELECTRICAL DISTRIBUTION SYSTEM INSTALLATIONS</u></p> <p>Supply and deliver to site fittings, equipment and materials for the Distribution System. Allow for storage on site all materials, fittings and equipment as stated below. Install, connect up-up complete including all conduits, supports, fixings, sleeves and accessories required for distribution system. Include for earthing requirements and connections and other item not detailed but required for the satisfactory completion and operation of the installation. The reference standard shall be the latest edition of the IET Wiring Regulations BS 7671.</p> <p>Note: All electrical terminations shall be drawn from the existing distribution board on site. Circuit breaker coordination and selectivity requirements shall be determined on site.</p> <p>Supply and Install the following:</p> <p><u>Isolators, Cables and Cable Management</u></p> <p>The contractor shall reference the provided electrical schematic during installation.</p>				
E1.01.01	200mm (Width) X 25mm (Depth) dual compartment perforated white powder coated cable tray complete with all cable retainers, bends, Ts etc. and mounting accessories as required based on the engineer's drawings (Provisional)	Lm	35		
E1.01.02	2 compartment molded PVC surface trunking, 180mm x 65mm, complete with lids/covers, base unit/main carrier including all manufacturers preformed internal and external angles, couplers and end caps and all cable retainers in white surface finish as Crabtree MAXPAK.	Lm	55		
E1.01.03	Provide twin module knockouts on above trunking as required	No.	27		
E1.01.04	Provide single module knockouts on above trunking as required	No.	12		
E1.01.05	Recess mount, 6 Way SPN electrical consumer unit with 100A rated copper busbar. The consumer unit shall be fitted complete with a 45A 2 Pole MCB and a 45A 2 Pole 100mA RCCB as Main Isolators. (Raw Power Consumer Unit).	No.	2		
E1.01.06	2 Core 6 sq.mm PVC insulated and sheathed copper cable + 6 sq.mm Earth , inclusive of all terminals, cable lugs, glands and shrouds (From Existing DB to Office CU)	Lm	70		
E1.01.07	<p>Note: All MCBs specified herein shall be Type C - 6kA MCBs except where stated otherwise.</p> <p><u>MCBs</u></p> <p>a 10A SP</p> <p>b 20A SP</p> <p>c 32A SP</p>	No.	4		
		No.	4		
		No.	3		
TOTAL CARRIED TO COLLECTION PAGE 2.					

ITEM	DESCRIPTION	UNIT.	QTY.	RATE.	AMOUNT in KES.
	<u>BILL NO. 2 ELECTRICAL, IT AND SECURITY SERVICES</u> <u>POWER POINTS WIRING AND INSTALLATIONS</u>				
E1.02.00	<p>Supply and deliver to site materials, fittings and accessories, install, connect-up complete and commission the installation. Include in the rates for supply, installation and connecting up all cables including all required conduits, supports, fixings, sleeves and accessories for power point, install complete all conduits, supports, fixings, sleeves and accessories for voice and data points. Preferred accessories manufacturers shall be as BRITISH GENERAL (BG), CRABTREE, MK, SCHNEIDER or CLIPSAL and to approved quality. The reference standard shall be the latest edition of the IET Wiring Regulations BS 7671</p> <p>Note! All fittings shall be subject to inspection and approval before installation.</p> <p>Supply and Install the following:</p> <p><u>Sockets, Switches and Plugs</u></p>				
E1.02.01	13 Amp standard twin socket outlet plates in <u>white</u> surface finish	No.	30		
E1.02.02	13 Amp non-standard twin socket outlet plates in <u>red</u> surface finish c/w 2 No. non-standard plugs.	No.	12		
E1.02.03	20A DP switch outlet plate with neon indicator in <u>white</u> surface finish	No.	6		
E1.02.04	32 Amps (1P+N+E) IP66 SPN Lockable Rotary Isolator Switch and Face Plate c/w 3 Pin Industrial Plug & Socket for Outdoor AC Equipment plugging. (Refer to the provided Electrical Schematic)	No.	3		
	<u>Conduits and Wiring</u>				
E1.02.05	13 Amps RING socket outlet points, wired at an average distance of 5 metres point to point, in 3 x 2.5mm ² PVC insulated and sheathed single core copper cables drawn in cable trays (provided elsewhere) and in 25mm diameter heavy gauge PVC conduits concealed in walls, floor and surface conduit installations clipped to the slab soffit with all PVC conduit boxes and accessories but excluding the socket outlet face plates.	No.	42		
E1.02.06	RADIAL Single Phase Isolator points wired in XLPE Insulated 2 Core 4 sq.mm + 4 sq.mm Earth, drawn in cable trays (provided elsewhere) and in 32mm diameter heavy gauge PVC conduits concealed in walls/floor/clipped to slab soffit as/where applicable with all PVC conduit boxes and accessories including terminations on equipment but excluding the Isolator from Main DB to the outdoor AC unit position.	Lm	60		
E1.02.07	20A DP Switch RADIAL outlet points, wired in 3 x 2.5 mm ² PVC insulated and sheathed single core copper cables drawn in cable trays (provided elsewhere), and in 25mm diameter heavy gauge PVC conduits, concealed in walls/floor/ceiling void with all PVC conduit boxes and accessories including terminations on equipment but excluding the DP Switch.	Lm	120		
E1.02.08	HDMI System Points in 38mm diameter heavy gauge PVC conduits concealed in walls, floor and clipped to slab soffit, with all PVC conduit boxes and accessories, linking back to designated control/panel stations, but excluding all speakers, controllers and fittings.	No.	5		
	TOTAL CARRIED FORWARD.				

ITEM	DESCRIPTION	UNIT.	QTY.	RATE.	AMOUNT in KES.
	TOTAL BROUGHT FORWARD				
E1.02.09	<i>Fire Alarm System Points</i> in 25mm diameter heavy gauge PVC conduits concealed in walls and clipped to slab soffit, with all PVC conduit boxes and accessories, linking back to designated panels but excluding all fire alarm system fittings. Allow in this rate for careful removal and retermination of existing smoke detector points on site. Allow in this rate for the careful removal and refixing of the smoke detectors existing on site.	No.	5		
E1.02.10	<i>Data and Security System points</i> in 25mm diameter heavy gauge PVC conduits concealed in walls and clipped to slab soffit, with all PVC conduit boxes and accessories, linking back to designated data cabinet positions, and inclusive of draw wires and blanking plates but excluding all Data and Security fittings/equipment.	No.	22		
E1.02.11	Flush mount <i>Adaptor Box</i> , 200mm x 200mm x 50mm, complete with cable entry knock outs and half thread bushes for interfacing cable connections where required (Provisional).	No.	8		
E1.02.12	Pre-formed ABS vertebrae height adjustable cable management kit (spine) with weighted base c/w raceways for cable management from floor box or trunking, to desk as required.	No.	6		
	TOTAL CARRIED TO COLLECTION PAGE 2.				

ITEM	DESCRIPTION	UNIT.	QTY.	RATE.	AMOUNT in KES.
	<u>BILL NO. 3 ELECTRICAL, IT AND SECURITY SERVICES</u> <u>LIGHTING SYSTEM INSTALLATIONS</u>				
E1.03.00	Supply and deliver to site all materials, fittings and accessories. Install, connect-up complete to IEE Regulatory requirements and Electrical Codes of Practice, test and commission the installations. Include in the rates for Supply, installation and connecting complete all cables including all required conduits, supports, fixings, sleeves and accessories. Special note shall be taken to ensure that:- i) Earth conductors are drawn and terminated to all lighting switch boxes ii) Lighting fittings to be supplied complete with lamps, fixings brackets and accessories. Supply and Install the following:				
	<u>Conduits and Wiring</u>				
E1.03.01	Lighting system points wired in 3 x 1.5 mm ² PVC insulated and sheathed single core copper cables, drawn in cable trays (already provided for) and in 20mm diameter heavy gauge PVC conduits concealed in walls/within the ceiling voids, one and two way switched as specified, with links to the raw power distribution board inclusive of all PVC conduit boxes and accessories but excluding switch and light fittings.	No.	96		
E1.03.02	ditto but for Emergency Lighting System Points.	No.	4		
	<u>Light Fittings and Accessories</u> <u>Supply and Install the following light fittings c/w accessories</u>				
E1.03.03	30W, IP20 rated, 4000-4500K, 600mm X 600mm recessed white LED Panel Light as LEDVANCE or another brand of similar or higher quality.	No.	24		
E1.03.04	Type I Downlight as Cyclone LED Downlight by Light Green with the following specifications; 18W, 4000K, IP20, 145mm diameter. Code No. LG-CY18W-R	No.	2		
E1.03.05	Type II Downlight as Cyclone LED Downlight by Light Green with the following specifications; 10W, 4000K, IP20, 98mm diameter. Code No. LG-CY10W-R	No.	6		
E1.03.06	Type III Downlight as Melody LED Downlight by Light Green with the following specifications; 5W, 4000K, IP20, 75mm diameter. Code No. LG-ML5W	No.	45		
E1.03.07	Type IV Downlight as LEDVANCE SPOT MULTI with the following specifications; 2 x 30W, 4000K, IP20, WHITE SURFACE FINISH, 330mm (l) x 173mm (w). Code No. SP MULTI 2X30W/4000K FL WT (4058075113985).	No.	14		
E1.03.08	10mm PU 10W/m (in 5 Metre Rolls) 4000K LED Strip Light as 'LEME' Code No. LE-NF-JR10M	No.	4		
E1.03.09	Allow a SUM of KES 15,000.00 for decorative pendants to the architect's specification.	No.	1		
E1.03.10	3 Watts non-maintained surface/recess mounted (as per drawings) LED emergency lighting fittings as PIERLITE, LED FIREFLY Code No. FFRLED c/w 3 hr. emergency back-up duration.	No.	4		
	<u>Switches and Controls</u>				
E1.03.11	2 Gang 2 Way Switch in white surface finish.	No.	6		
E1.03.12	1 Gang 1 Way Switch in white surface finish.	No.	1		
E1.03.13	Surface mounted 360 degrees PIR Presence and Occupancy Sensor.	No.	4		
	TOTAL CARRIED TO COLLECTION PAGE 2.				

ITEM	DESCRIPTION	UNIT	QTY.	RATE	AMOUNT IN KES.
E1.04.00	<p><u>BILL NO. 4 ELECTRICAL, IT AND SECURITY SERVICES</u></p> <p><u>DATA & STRUCTURED CABLING SYSTEM INSTALLATIONS</u></p> <p>Supply, install, test and commission complete the data, voice and security horizontal structured cabling as detailed in the bills specifications and to the particular requirements of the site. The contractor shall include in his rates for delivery of all materials to the project site, storage, general and specialized labour, test equipment, supports and fixings and all terminations, connectors, fittings and all accessories complete as necessary and required for the satisfactory completion and operation of the data/telephone installations. All cabling work shall be fully compliant to the relevant local and international standards including EIA/TIA and IEC 61156-5 (ISO/IEC 11801) standards for generic cabling in buildings.</p> <p>Note:- The brands to be supplied MUST be internationally recognized and MUST have been in the market for NOT LESS than TEN (10) years.</p> <p>Terminations shall be to the existing patch panels and switch at the nearest data room.</p> <p>Supply and Install the following:</p>				
E1.04.01	Angled Double gang face plate with dual CAT6A FTP detachable outlet module.	No.	10		
E1.04.02	Angled Single gang face plate with single CAT6A FTP detachable outlet module.	No.	2		
E1.04.03	U/FTP CAT6A cables in 305 meter Roll. (NOTE: An independent laboratory certification of the cables shall be required prior to any installations of the same on site. Provision shall cater for all Data, Voice, Security points)	No.	3		
E1.04.04	1 Meter CAT6A 4 Pair-STP RJ 45- RJ 45 patch cords for the cabinet end. (NOTE: The preferred sheath colors shall be "Blue" for Data and "White/Grey" for Security/Others)	No.	24		
E1.04.05	3 Meter Factory terminated CAT6A 4 Pair-STP RJ 45- RJ 45 patch cords for user/workstation end	No.	22		
E1.04.06	Allow for all accessories including but not limited to cable bands, joiners, connectors and all accessories including cable labelling materials and all consumables as required for the satisfactory commissioning and operation of the complete Data, Voice and Security Installations.	Item	1		
E1.04.07	Allow for all labor for the installation of <u>data, voice and security points</u> inclusive of cable pulling in conduits and in cable trays (provided by others). Cables in cable trays shall be bundled in groups not exceeding 20 No. and in sequential order. Include in the rates for termination to outlet plates and to the patch panel and to the switch equipment inclusive of all RJ45 connectors and jackets.	No.	24		
E1.04.08	Allow for configuration, testing and commissioning complete with issue of printed fluke test report and auto summary to the satisfaction of the Engineer and the client. Note! The testing equipment shall be FLUKE DSX 8000 series and the FLUKE TEST results SHALL be generated using the latest linkware VERSION.	Item	1		
	TOTAL CARRIED TO COLLECTION PAGE 2.				

ITEM	DESCRIPTION	UNIT	QTY.	RATE	AMOUNT IN KES.
	<u>BILL NO. 5 ELECTRICAL, IT AND SECURITY SERVICES</u> <u>AUDIO-VISUAL SYSTEM INSTALLATIONS FOR CHAIRMAN'S & CEO'S OFFICES</u>				
E1.05.00	<p>Supply, install, configure, test and commission complete the audio visual system as detailed in the specifications and to the particular requirements of the site. The contractor shall include in his rates for delivery of all materials to the project site, storage, general and specialized labour, test equipment, supports and fixings and all terminations, connectors, fittings and all accessories complete as necessary and required for the satisfactory completion and operation of the complete audio-visual system installations.</p> <p>Note:- The bidder shall be responsible for providing all equipment/accessories needed for the complete functioning of the Audio-Visual system whether included in this specification or not.</p> <p>CAT6A cable, where required, is already provided for elsewhere.</p> <p>The models provided in this document shall serve only as a reference guide for functionality, quality and design.</p> <p>Supply and Install the following:</p>				
E1.05.01	TV Mounting Bracket with support for mounting 50" to 75" TV Set. The mounting bracket shall be of the retractable type with adjustable viewing angles. Allow in this rate for taking delivery of client supplied TV set and mounting as required.	No.	2		
E1.05.02	Table top module c/w 2 No. CAT6A RJ45 sockets, 2 No. BS Single Power Sockets, 2 No. USB charging port, 1 No. HDMI, 1 No. VGA and 1 No. 3.5mm audio jack. The module shall be installed recess on the furniture.	No.	3		
E1.05.03	Four Input HDCP-Compliant Scaler mounted under desk for above modules with 3 No. HDMI Inputs, 1 No. VGA and Audio Input, RS232 connection, USB connection, and 1 No. HDMI output to screen, complete with AC power and device controller. The scaler shall be supplied c/w all required cabling between table top module, scaler, receiver and TV set. See Extron IN1604 DTP for reference.	No.	2		
E1.05.04	Wall mounted receiver for TV connection. See Extron DTP R HWP 4K 231 D for reference.	No.	2		
E1.05.05	Allow for all subscription licenses, hardware licenses etc. as required for proper functioning of all the systems specified above.	Item	1		
E1.05.06	Allow a rate for DSTV installation and for connection to the TV units in both offices as will be provided.	Item	1		
	TOTAL CARRIED TO COLLECTION PAGE 2.				

ITEM	DESCRIPTION	UNIT.	QTY.	RATE.	AMOUNT in KES.
AC.01.00	<p><u>MECHANICAL VENTILATION & AIR CONDITIONING INSTALLATIONS</u></p> <p>Supply, deliver to the project site and install the complete equipment including for all control panels inclusive of phase failure relays, under and over voltage protection devices, sensors, switches, remote control accessories, fittings, fixings, thermometers, thermostats, gauges, time controls, automatic valves, anti-vibration mounting and insulation. Include in the rates for all condensate drainage pipework and traps complete to collection and drainage point. Include for fire barriers, Pressure Testing and Vacuumizing all as per the equipment manufacturer's recommendations. Include in the rates for the complete system commissioning inclusive of submission of test results, air flow balance through the diffusers/grilles and all or any item not specifically detailed but required for the satisfactory completion of the installation and operation of the systems to the manufacturers specifications.</p> <p>NOTE: The models referenced here shall serve only as a quality reference guide. The contractor shall provide datasheets of all recommended models with their bid submission.</p>				
AC.01.01	Single Split inverter type Ceiling Cassette air condition equipment of Nominal Capacity Rating 11.2kW (38000btu/h), including indoor and outdoor and treated against rust and corrosion prepared for installation in tropical regions and all supplied inclusive of refrigerant copper pipework, (approximately distance between indoor and out door = 12 meters) insulated with 'aero flex' insulation between indoor and outdoor unit and R410a gas charge. Include in the rates for connection of the equipment to local power isolators (Installed by others within 1m of the equipment), all power and control wiring, wired/wireless remote controls, fixings and fittings, mounting bracket kits for the indoor and outdoor unit and all accessories required. (CEO's Office).	No.	1		
AC.01.02	Ditto but 7.1kW (24000btu/h) (Chairman's Office)	No.	1		
AC.01.03	Ditto but 5.6kW (19000btu/h) (CEO's Office Reception)	No.	1		
AC.01.04	35mm cpvc drainage pipework complete with brackets and fixings and inclusive of seal/trap and connection to the waste/drainage system.	Lm.	24		
AC.01.05	Supply of Single Phase Monitor / Voltage Surge Protection Device for Split Outdoor unit.	No.	3		
AC.01.06	Inline duct centrifugal extract Fan with minimum airflow of 500m3/Hr. @100Pa as Soler&Palau; VENT Series, or similar of equal or better quality and approved, complete with all brackets, hangers and fixings, anti-vibration mounting supports, rectangular flexible connectors, duct connection clamps and all fixings and accessories necessary for proper mounting of the equipment to required standards.	No.	1		
AC.01.07	Louvre Back Draft Shutter as Soler&Palau; complete with fixings.	No.	1		
AC.01.08	22 SWG Galvanized Ducting complete with necessary bends, reducers, transformations, support brackets, hangers/fixtures etc.	SM	10		
AC.01.09	160mm diameter flexible duct with spiral steel wire frame.	M	2		
AC.01.10	160mm diameter air valve as Soler&Palau Ref# BOR 160 complete with fixing clamps as S&P COF 150, for securing extract duct onto the valve.	No.	2		
	TOTAL CARRIED TO COLLECTION PAGE 2.				

COLLECTION PAGE 2

MEP SERVICES INSTALLATIONS COLLECTION PAGE FOR CHAIRMAN'S & CEO'S OFFICES

ITEM	DESCRIPTION	AMOUNT (IN KES)
BILL NO. 1	MAIN ELECTRICAL DISTRIBUTION SYSTEM INSTALLATIONS	
BILL NO. 2	POWER POINTS WIRING AND INSTALLATIONS	
BILL NO. 3	LIGHTING SYSTEM INSTALLATIONS	
BILL NO. 4	DATA & STRUCTURED CABLING SYSTEM INSTALLATIONS	
BILL NO. 5	AUDIO-VISUAL SYSTEM INSTALLATIONS FOR CHAIRMAN'S & CEO'S OFFICES	
HVAC BILL	MECHANICAL VENTILATION & AIR CONDITIONING INSTALLATIONS	
	TOTAL FOR MEP SERVICES FOR CHAIRMAN'S & CEO'S OFFICES CARRIED FORWARD TO MAIN SUMMARY PAGE	

PROPOSED CORPORATE OFFICE FITOUT

AT ZEP-RE PLACE, UPPERHILL, NAIROBI, KENYA

FOR M/S INSURANCE REGULATORY AUTHORITY (IRA)

MEP SERVICES MAIN SUMMARY PAGE

ITEM	SUMMARY PAGE	AMOUNT (IN KES)
P.00	PRELIMINARIES AND GENERAL ITEMS	
MEP 1	ELECTRICAL, IT & SECURITY SERVICES INSTALLATIONS (FROM COLLECTION PAGE 1)	
MEP 2	HEATING, VENTILATION AND AIR CONDITIONING SERVICES INSTALLATIONS	
MEP 3	PLUMBING, DRAINAGE AND FIRE FIGHTING SERVICES INSTALLATIONS	
MEP 4	MEP SERVICES INSTALLATIONS FOR CHAIRMAN'S & CEO'S OFFICES (FROM COLLECTION PAGE 2)	
	TOTAL FOR MEP INSTALLATIONS (Inclusive of 16% VAT)	

State Total Amount in Words:

State Details of Contractors for MEP Works i.e. Name of Firm, NCA Registration No. and EPRA License No.,

Electrical Services Installations:

IT Services Installations:

HVAC Services Installations:

Plumbing, Drainage & Fire fighting Services Installations:

Main Contractor's Signature & Rubber Stamp:

Date:

PROPOSED IRA OFFICES FITOUTS

ZEP-RE PLACE, LONGONOT ROAD, UPPER-HILL - NAIROBI

GRAND SUMMARY

ITEM	DESCRIPTION	TENDERER'S AMOUNT KSHS	OFFICIAL USE ONLY KSHS
1	Preambles & Pricing Notes from Page 3		
2	Particular Preliminaries from Page 11		
3	General Preliminaries from Page 20		
4	3rd Floor Fitout Works from Page 29		
5	Chairman's Office Fitout Works from Page 37		
6	CEO's Office Fitout Works from Page 45		
7	Services Installation from Page 26 of MEP Bills		
Sub - Total Amount		-	
8	Provide Kenya Shillings Two Million Only (Kshs 2,000,000.00) for Contingencies	2,000,000.00	
Total Carried to Form of Tender			

Amount in words:.....

.....

Tenderer's Name:.....

Address:.....

Signature:.....

Rubber stamp:.....

Date:.....

Witness's name:.....

Signature:.....

Address:.....

Date:.....

PROPOSED IRA OFFICE PARTITION AT ZEP-RE PLACE 3RD FLOOR



Taking the University to the People

JKUAT Entreprises Limited

JOMO KENYATTA UNIVERSITY OF AGRICULTURE AND TECHNOLOGY

P.O. Box 62000 Nairobi 00200 Tel : 254 67 52420 Cellphone : 0724 256696 / 0736 524200
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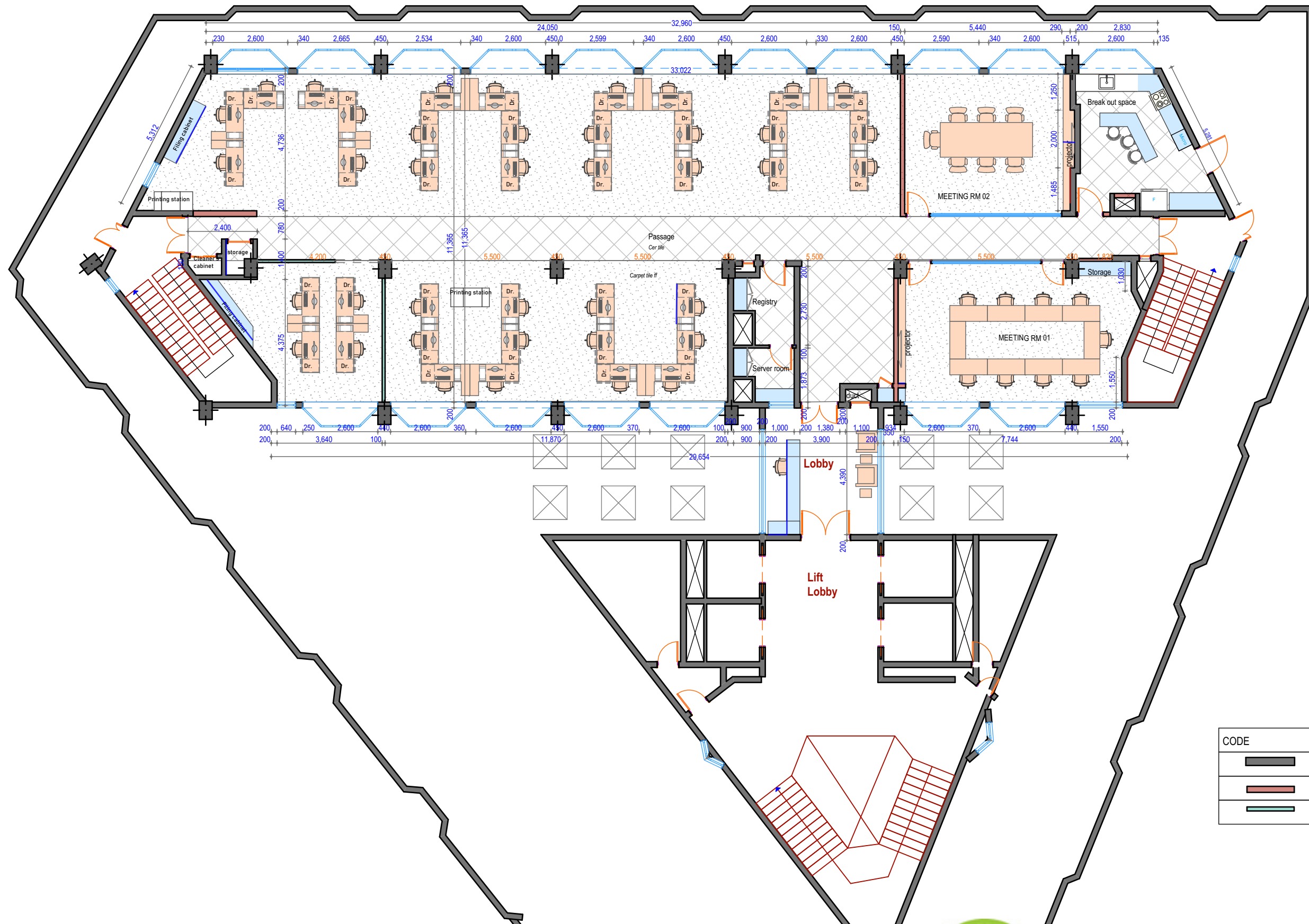
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SCALE 1:100



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CODE	DESCRIPTION
	Acoustic panel
	Gypsum bulk head
	Painted soffit
	Recessed pelmet in gypsum
	AC Ceiling cassette

CODE	DESCRIPTION
	Cove lighting
	Panel light
	Spot light
	Track light
	Pendant Kitchen
	Surface mounted
	Wall bracket
	Speaker

REFLECTED CEILING LAYOUT

PROPOSED IRA OFFICE PARTITION AT ZEP-RE PLACE 3RD FLOOR

SCALE 1:100



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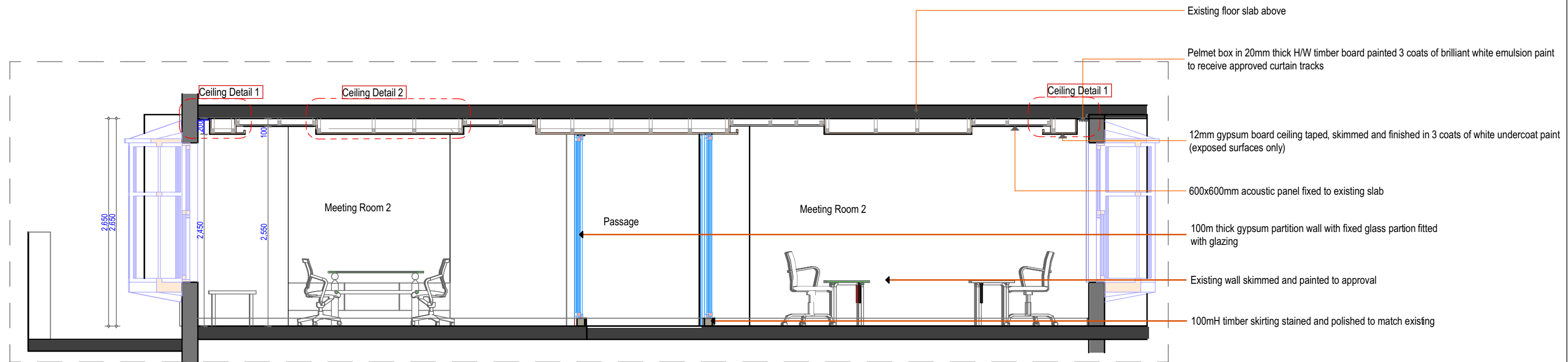
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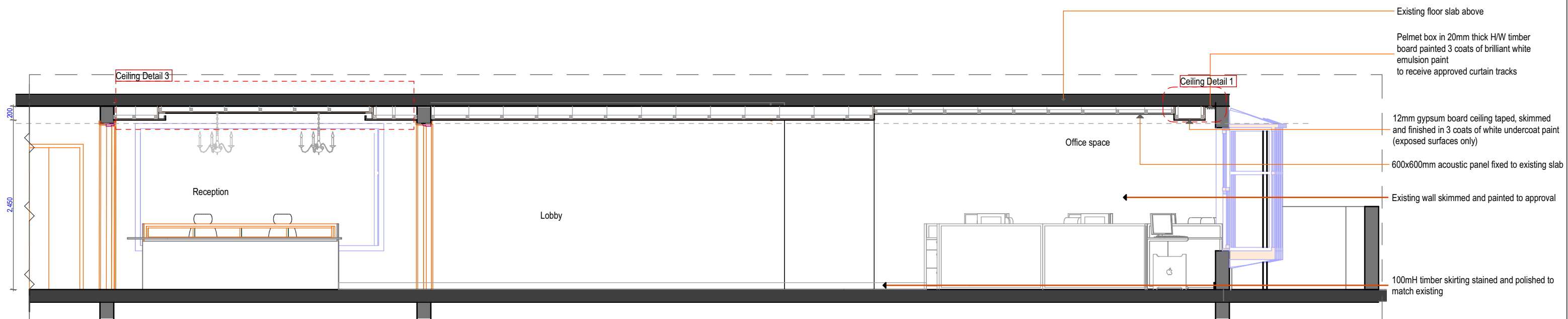
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S-X-X (Through meeting rooms)
Scale 1:50



S-A-A (Through reception area)
Scale 1:50



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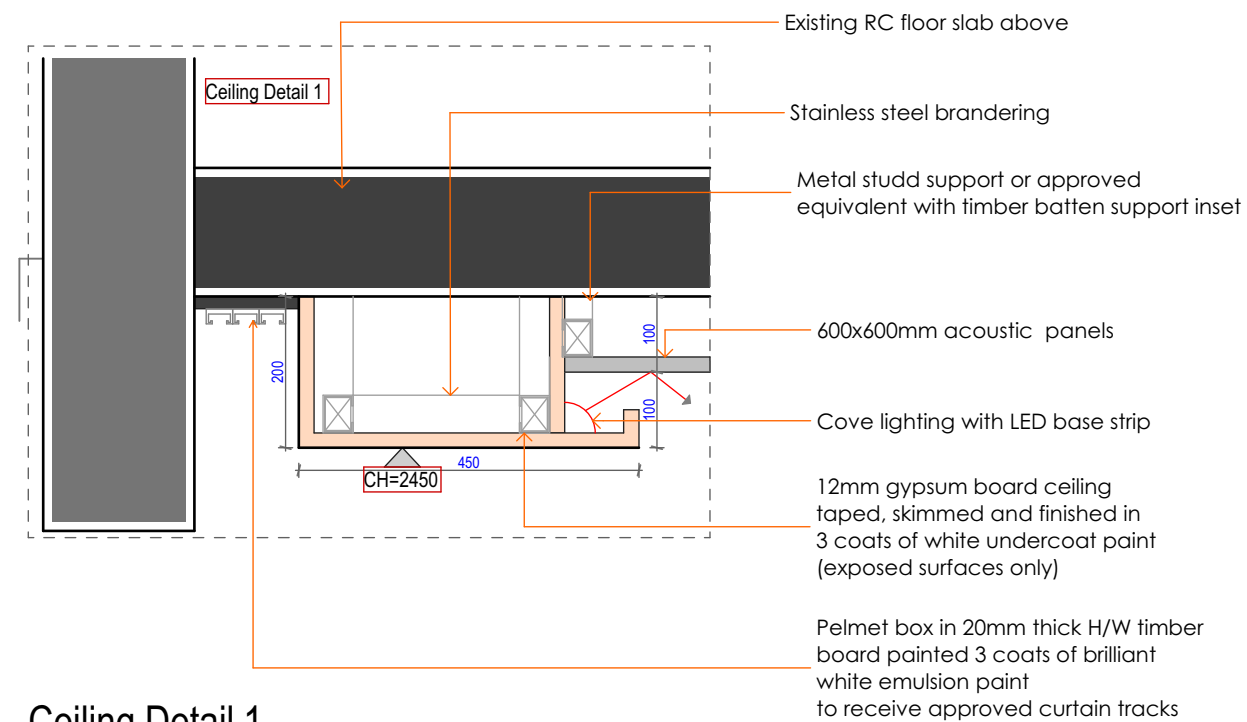
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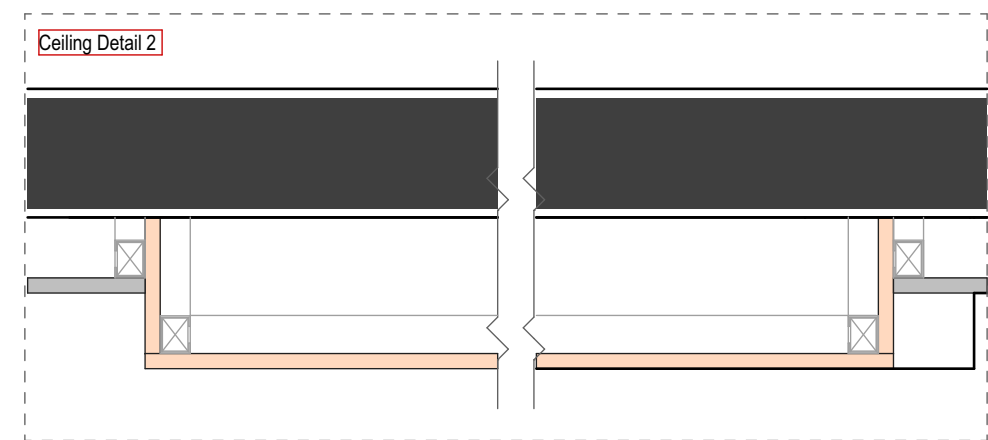
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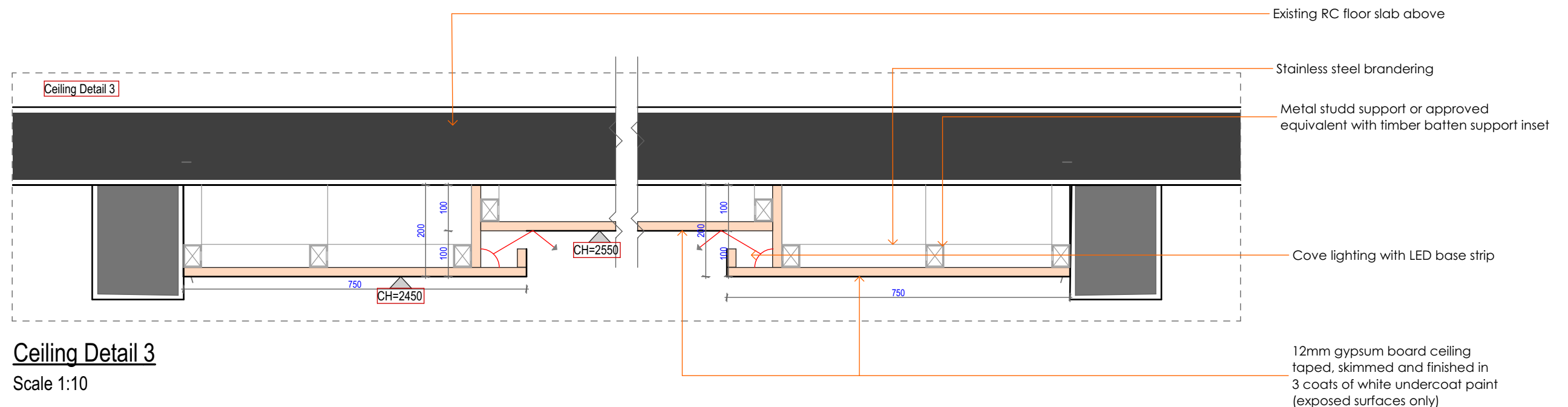
Ceiling Detail 1

Scale 1:10



Ceiling Detail 2

Scale 1:10



Ceiling Detail 3

Scale 1:10



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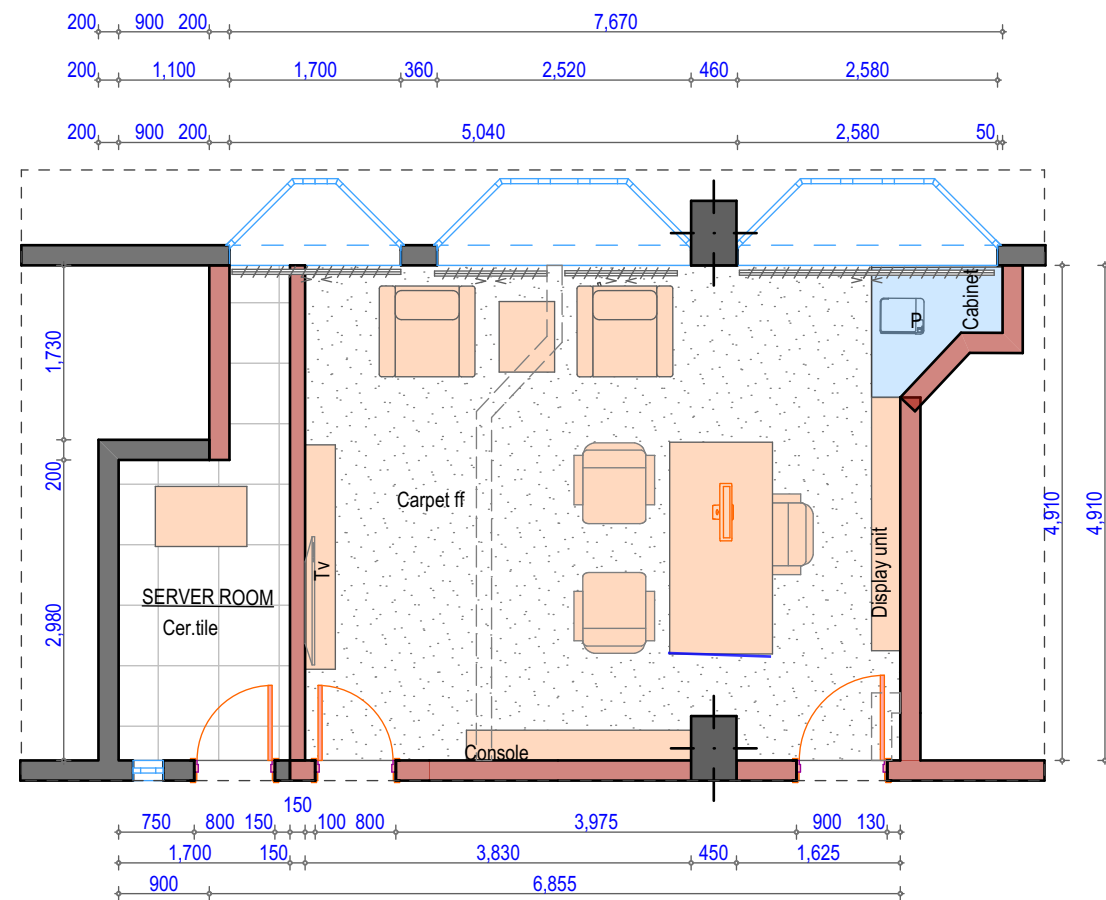
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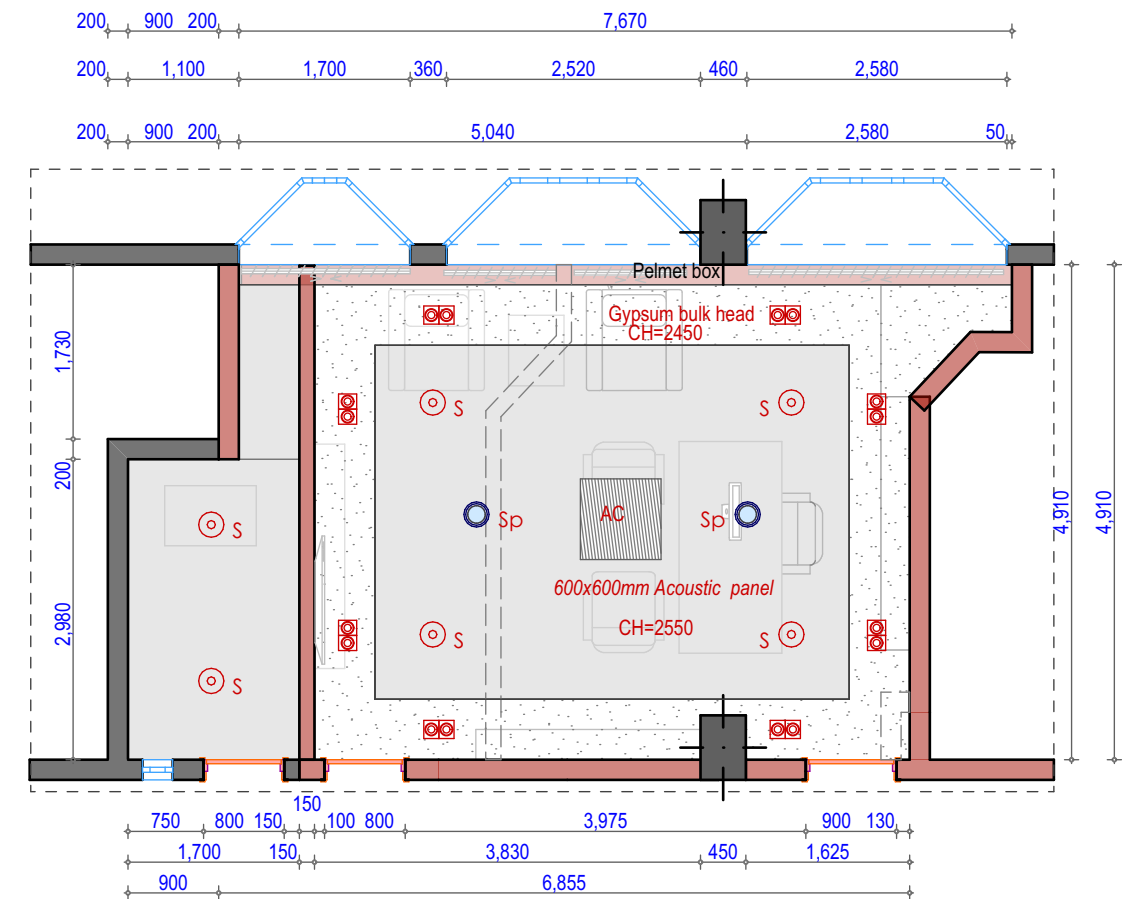
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CHAIRMAN'S OFFICE PLAN LAYOUT

Scale 1:75

CODE	DESCRIPTION
	Existing wall outline
	Full height sound proof partition



CHAIRMAN'S OFFICE CEILING LAYOUT

Scale 1:75

CODE	DESCRIPTION
	Acoustic panel
	Gypsum bulk head
	Painted soffit
	Recessed pelmet in gypsum
	AC Ceiling cassette

CODE	DESCRIPTION
	Cove lighting
	Panel light
	Spot light
	Track light
	Pendant Kitchen
	Surface mounted
	Wall bracket
	Speaker



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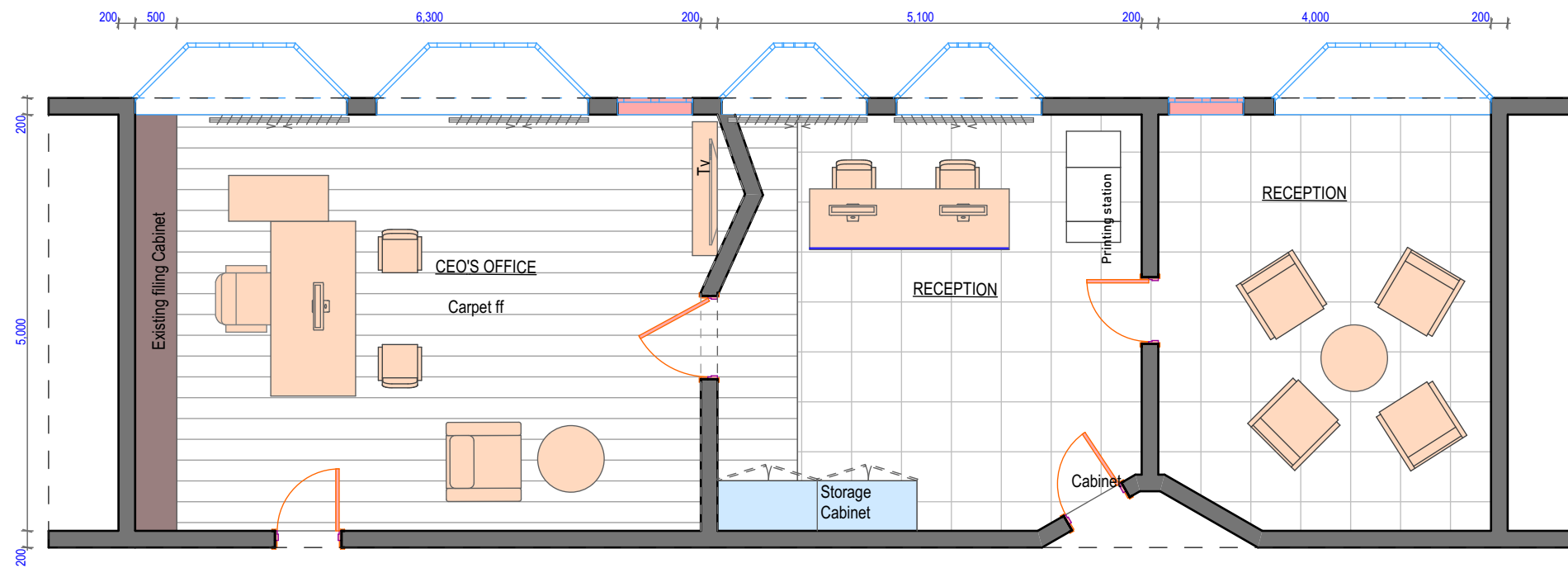
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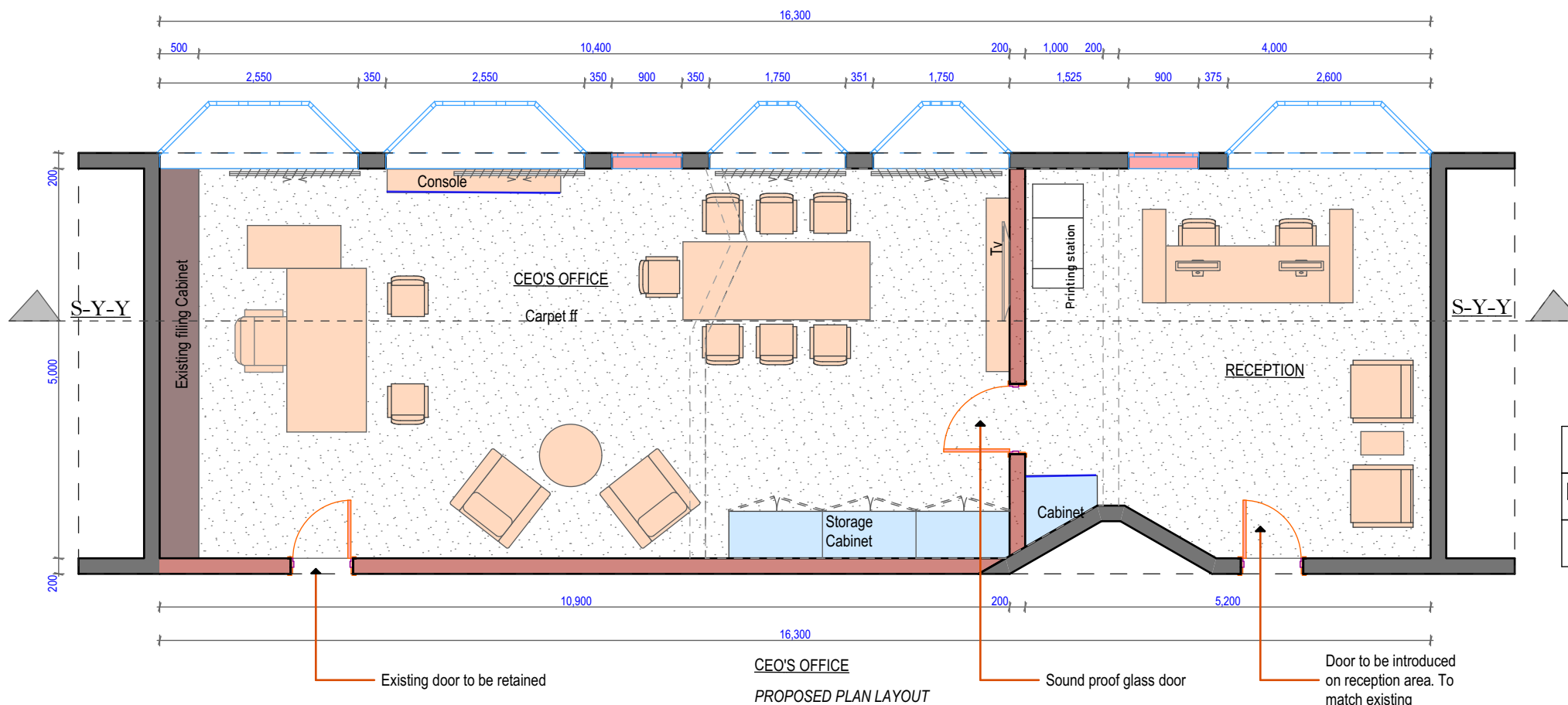
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CEO'S OFFICE
EXISTING PLAN LAYOUT



CEO'S OFFICE
PROPOSED PLAN LAYOUT

CODE	DESCRIPTION
	Existing wall outline
	Full height sound proof partition



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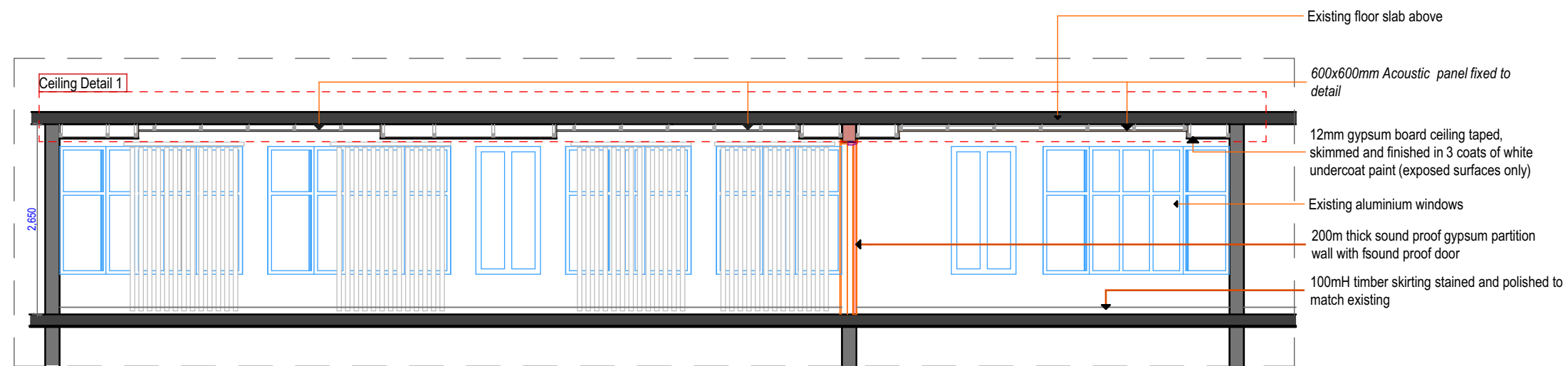
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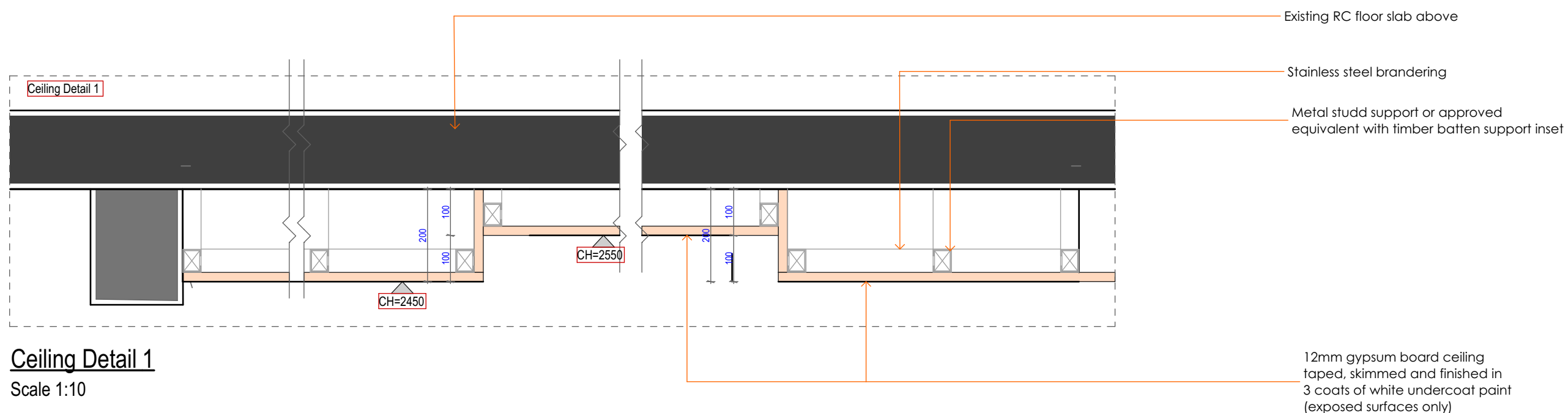
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S-Y-Y
Scale 1:100



Ceiling Detail 1
Scale 1:10



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