



TENDER DOCUMENT

FOR

PROPOSED IRA ZEP-RE PLACE 3RD FLOOR OFFICE FIT OUT WORKS

OPEN TENDER NO. IRA/251/2020-2021

**INSURANCE REGULATORY AUTHORITY
10TH FLOOR, ZEP-RE PLACE, LONGONOT ROAD, UPPERHILL
P.O BOX 43505-00100 NAIROBI, KENYA**

E-mail: procurement@ira.go.ke

Web site <https://www.ira.go.ke>

JUNE, 2021

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SECTION I - INVITATION TO TENDER

DATE 10th June, 2021

TENDER REF. IRA/251/2020-2021

TENDER NAME: PROPOSED 3RD FLOOR OFFICE FIT OUT WORKS

AT ZEP-RE PLACE BUILDING

- 1.1 The Insurance Regulatory Authority (IRA) invites sealed tenders from eligible candidates for Proposed 3rd Floor Fit Out Works and Associated Services Installations (Electrical & Mechanical Works) more details are provided in the schedule of requirements and special conditions of contract herein.
- 1.2 Interested candidates may obtain further information from and inspect the Tender documents at the Insurance Regulatory Authority offices (Procurement Office) at Zep-Re Place, Longonot, Upper Hill, (10th Floor) Nairobi during normal working hours and/or downloaded from the Authority's website at <https://www.ira.go.ke> or the Public Procurement Information Portal www.tenders.go.ke free of charge.
- 1.3 A pre-bid briefing will be held on Tuesday, 15th June, 2021 at 10:00 a.m. on 3rd Floor of Zep-Re Place Building.
- 1.4 Completed tender documents are to be enclosed in plain sealed envelopes marked as **"IRA/251/2020-2021 – Proposed 3rd Floor Office Fit Out Works at Zep-Re Place Building"** 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, Upperhill
P.O. Box 43505 – 00100
NAIROBI.
- so as to be received on or before **Friday, 18th June, 2021 at 11:00 a.m.** Bulky tenders which will not fit in the tender box shall be placed in the office of the Manager, Procurement on 10th floor Zep-Re Place.
- 1.5 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings or any other freely convertible currency and shall remain valid for ninety (90) days from the closing date of the tender.
- 1.6 Tenders will be opened immediately thereafter in the presence of the bidders or their representatives who choose to attend at **10th Floor, Training Room, Zep-Re Place on Friday 18th June, 2021 at 11:00 a.m.** Late bids shall be rejected.
- 1.7 IRA is a Corruption free organization. Any corruption attempt, pressure, or influence should be reported to the C.E.O. on the address provided in clause 1.4 or e-mail: ethics@ira.go.ke. Any canvassing or giving of false information will lead to automatic disqualification.

FELIX K. CHELIMO
MANAGER, PROCUREMENT
FOR: INSURANCE REGULATORY AUTHORITY

SECTION II - INSTRUCTION TO TENDERERS

2.1. Eligible Tenderers

- 2.1.1 This Invitation to Tender is open. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 The Insurance Regulatory Authority (IRA) employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by IRA to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation to Tender.
- 2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and IRA, will in no case be responsible or liable for those costs regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=

2.3 Contents of Tender Document

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.

- (i) Instructions to Tenderers
- (ii) General Conditions of Contract
- (iii) Special Conditions of Contract
- (iv) Schedule of Requirements
- (v) Details of Insurance Cover
- (vi) Form of Tender
- (vii) Price Schedules
- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form
- (x) Tender Security Form
- (xi) Performance Security Form
- (xii) Insurance Company's Authorization Form
- (xiii) Declaration Form
- (xiv) Request for Review Form
- (xv) Site Visit Form

- 2.3.2 The Tenderer is expected to examine all instructions, forms, terms and specification in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.4 Clarification of Tender Documents

- 2.4.1 A Candidate making inquiries of the tender documents may notify IRA by post or by email at the IRA's address indicated in the Invitation to Tender. IRA will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of the tenders, prescribed by the IRA. Written copies of the IRA's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.
- 2.4.2 IRA shall reply to any clarifications sought by the tenderer within 7 days of receiving the request to enable the tenderer to make timely submission of its tender.
- 2.4.3 Preference where allowed in the evaluation of tenders shall not exceed 15%.

2.5 Amendment of Tender Documents

- 2.5.1 At any time prior to the deadline for submission of tenders, IRA, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.
- 2.5.2 All prospective tenderers who will have obtained the tender documents will be notified of the amendment by post or email and such amendment will be binding on them.
- 2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, IRA, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of Tenders

- 2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and IRA, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7 Documents Comprising the Tender

- 2.7.1 The tender prepared by the tenderer shall comprise the following components:
- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
 - (b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
 - (c) Tender security furnished in accordance with paragraph 2.12 (if applicable)
 - (d) Declaration Form.

2.8 Form of Tender

- 2.8.1 The tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the services to be provided.

2.9. Tender Prices

- 2.9.1 The tenderer shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all duties, VAT and other taxes payable.
- 2.9.3 Prices quoted by the tenderer shall remain fixed during the Term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5

2.10. Tender Currencies

- 2.10.1 Prices shall be quoted in Kenya Shillings.

2.11. Tenderers Eligibility and Qualifications

- 2.11.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if it's tender is accepted.
- 2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to IRA's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12. Tender Security

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.
- 2.12.2 The tender security shall not exceed 2 per cent of the tender price and must be valid for 150 days from the date the tender closes.
- 2.12.3 The tender security is required to protect the IRA against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.4 The tender security shall be a Bank guarantee issued by a commercial bank operating in Kenya, a deposit taking micro-finance Institution, Sacco Society, The Youth Enterprise Development Fund, approved Insurance Companies or Women Enterprise Fund.
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by IRA as non-responsive, pursuant to paragraph 2.20.5.
- 2.12.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity.
- 2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.
- 2.12.8 The tender security may be forfeited:
 - (a) If a tenderer withdraws its tender during the period of tender validity.

- (b) In the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.29 or
 - (ii) to furnish performance security in accordance with paragraph 2.30.

2.13. Validity of Tenders

- 2.13.1 Tenders shall remain valid for 150 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by IRA as non-responsive.
- 2.13.2 In exceptional circumstances, IRA may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14. Format and Signing of Tenders

- 2.14.1 The tenderer shall prepare an original and a copy of the **Combined Technical and Financial Proposal**, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender. **All pages of the tender shall be serialized.**
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

- 2.15.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL TENDER" and "COPY OF TENDER". The envelopes shall then be sealed in an outer envelope.
- 2.15.2 The inner and outer envelopes shall:
 - (a) be addressed to Insurance Regulatory Authority at the address given in the Invitation to Tender paragraph 1.6.
 - (b) bear tender number and name in the invitation to tender and the words, "DO NOT OPEN BEFORE **Friday 18th June, 2021 at 11:00 a.m.**
- 2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".
- 2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, IRA will assume no responsibility for the tender's misplacement or premature opening.

2.16. Deadline for Submission of Tenders

- 2.16.1 Tenders must be received by IRA at the address specified under paragraph 2.15.2 not later than **Friday 18th June, 2021 at 11:00 a.m.**
- 2.16.2 IRA may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of IRA and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit the tender box shall be received by IRA as provided for in the appendix.

2.17. Modification and Withdrawal of Tenders

2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by IRA prior to the deadline prescribed for submission of tenders.

2.17.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by post or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

2.17.3 No tender may be modified after the deadline for submission of tenders.

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.18. Opening of Tenders

2.18.1 IRA will open all tenders in the presence of tenderers' representatives may choose to attend, the opening at **Friday 18th June, 2021 at 11:00 a.m.** in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as IRA, at its discretion, may consider appropriate, will be announced at the opening.

2.18.3 IRA will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

2.19. Clarification of Tenders

2.19.1 To assist in the examination, evaluation and comparison of tenders IRA may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence IRA in tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20. Preliminary Examination and Responsiveness

2.20.1 IRA will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept

the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

2.20.3 IRA may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, IRA will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations, IRA's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by IRA and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21. Conversion to single currency

2.21.1 Where other currencies are used, IRA will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.22. Evaluation and Comparison of Tenders

2.22.1 IRA will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20.

2.22.2 IRA's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.

(a) Operational plan proposed in the tender;

(b) Deviations in payment schedule from that specified in the Special Conditions of Contract.

2.22.3 Pursuant to paragraph 2.22.2 the following evaluation methods will be applied.

1. Operational Plan

(i) IRA requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than IRA's required delivery time will be treated as non-responsive and rejected.

2. Deviation in payment schedule

(i) Tenderers shall state their tender price for the payment on schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. IRA may consider the alternative payment schedule offered by the selected tenderer.

2.22.4 The tender evaluation committee shall evaluate the tender within 30 calendar days from the date of opening the tender.

2.23. Contacting the Procuring entity

2.23.1 Subject to paragraph 2.19 no tenderer shall contact IRA on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence IRA in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderers' tender.

2.24. Post-qualification

2.24.1 IRA will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as IRA deems necessary and appropriate.

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event IRA will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

2.25 Award Criteria

2.25.1 Subject to paragraph 2.29 IRA will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.25.2 To qualify for contract awards, the tenderer shall have the following: -

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- (d) Shall not be debarred from participating in public procurement.

2.26. Procuring Entity's Right to Accept or Reject any or All Tenders

2.26.1 IRA reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for IRA's action. If IRA determines that none of the tenders is responsive, IRA shall notify each tenderer who submitted a tender.

2.26.2 IRA shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.26.3 A tenderer who gives false information in the tender document about his qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.27 Notification of Award

- 2.27.1 Prior to the expiration of the period of tender validity, IRA will notify the successful tenderer in writing that its tender has been accepted.
- 2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and IRA pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.
- 2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 IRA will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.

2.28 Signing of Contract

- 2.28.1 At the same time as IRA notifies the successful tenderer that its tender has been accepted, IRA will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.28.2 Within Seven (7) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to IRA.
- 2.28.3 The contract will be definitive upon its signature by the two parties.
- 2.28.4 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.29 Performance Security

2.29.1 The successful tenderer may be requested to furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to IRA.

2.29.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event IRA may make the award to the next lowest evaluated tender or call for new tenders.

2.30. Corrupt or Fraudulent Practices

- 2.30.1 IRA requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.30.2 IRA will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

Appendix to Instructions to Tenderers

The following information for the procurement of Construction Services for the Proposed 3rd Floor Fit Out Works and Associated Services Installations shall complement, supplement, or amend, the provisions on the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

Instruction to tender reference	<i>Particulars of Appendix to instructions to tenderers</i>
1.3	Cost of tender document is Ksh.1,000.00 . The documents can also be viewed and downloaded from the IRA Website www.IRA.go.ke at free of Charge. Bidders who download the tender documents must forward their particulars IMMEDIATELY for records and communication of any further tender clarifications or addenda procurement@ira.go.ke
1.7	A pre-bid briefing will be held on Tuesday, 15 th June, 2021 at 10:00 a.m. on 3 rd Floor of Zep-Re Place Building.
2.1	The tender is open. All bidders are Eligible.
2.9.2	Taxes: The Tenderer will pay for all the local taxes, duties, fees, levies and other charges applicable in Kenya. The financial proposal should therefore include any taxes payable in Kenya.
2.9.3	The prices quoted shall be FIXED during the period of the contract.
2.12.2	The Tender Security shall be Kshs. 300,000.00 (Three Hundred Thousand) valid for 30 days beyond the tender validity period.
2.13.1	The tender validity period shall be <i>for Ninety (90) days</i>
2.14.1	The project delivery period to commissioning shall be <i>15 calendar weeks</i>
2.15.2	MANAGER, PROCUREMENT INSURANCE REGULATORY AUTHORITY ZEP-RE PLACE, LONGONOT ROAD, UPPER HILL P.O. BOX 43505 – 00100 NAIROBI, KENYA. TEL: +020- 4996000/608/609/801 CELL: 0719 047801 Website: www.ira.go.ke Email: procurement@ira.go.ke/ fchelimo@ira.go.ke
2.15.3	The Tenderer should clearly indicate on top of the envelope the tender name and tender reference number.
2.16.2	Deadline for submission is Friday, 18th June, 2021 at 11.00 a.m.
2.16.3	Bulky tender documents that cannot fit into the tender box to be received at the office of the Manager, Procurement and the envelopes should be stamped and initialed at time of receipt.
2.18.2	Combined Technical and Financial Proposal (One Bid Document)

SECTION III - GENERAL CONDITIONS OF CONTRACT

1. Definitions

In this contract, except where context otherwise requires, the following terms shall be interpreted as indicated;

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

“Compensation Events” are those defined in Clause 24 hereunder.

“The Completion Date” means the date of completion of the works as certified by the Project Manager, in accordance with Clause 31.

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

“The Contractor” refers to the person or corporate body whose tender to carry out the Works has been accepted by the Employer.

“The Contractor’s Tender” is the completed tendering document submitted by the Contractor to the Employer.

“The Contract Price” is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

“Days” are calendar days; **“Months”** are calendar months.

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

“The Defects Liability Certificate” is the certificate issued by the Project Manager upon correction of defects by the Contractor.

“The Defects Liability Period” is the period named in the Contract Data and calculated from the Completion Date.

“Drawings” include calculations and other information provided or approved by the Project Manager for the execution of the Contract.

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

“Employer” or the **“Procuring entity”** as defined in the Public Procurement Regulations (i.e. Central or Local Government administration, University, Public Institutions and Corporations, etc.) is the party who employs the Contractor to carry out the Works.

“Equipment” is the Contractor’s machinery and vehicles brought temporarily to the site for the execution of the Works.

“**The Intended Completion Date**” is the date on which it is intended that the Contractor shall complete the Works. The intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.

“**Materials**” are all supplies, including consumables, used by the Contractor for incorporation in the Works.

“**Plant**” is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.

“**Project Manager**” is the person named in the Appendix to Conditions of Contract. The Project Manager may delegate some of his powers to others to supervise the Contract on his behalf after notifying the Contractor. The person(s) or firm(s) having the delegated authority must be competent for supervising the execution of the Works and administering the Contract as delegated and shall be an “Architect” or a “Quantity Surveyor” registered under the Architects and Quantity Surveyors Act Cap 525 or an “Engineer” registered under the Engineers Registration Act Cap 530.

“**Site**” is the area defined as such in the Appendix to Conditions of Contract.

“**Site Investigation Reports**” are those reports that may be included in the tendering documents which are factual and interpretive about the surface and subsurface conditions at the Site.

“**Specifications**” means the Specifications of the Works included in the Contract and any modification or addition made or approved by the Project Manager.

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

“**A Contractor**” 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 site.

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

“**A Variation**” is an instruction given by the Project Manager which varies the Works.

“**The Works**” are what the Contract requires the Contractor to construct, install, and turnover to the Employer, as defined in the Appendix to Conditions of Contract.

2. Interpretation

In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning in English Language unless specifically defined. The Project Manager shall provide instructions clarifying queries about these Conditions of Contract.

If sectional completion is specified in the Appendix to Conditions of Contract, reference in the Conditions of Contract to the Works, the Completion Date and the intended Completion Date apply to any section of the Works (other than references to the Intended Completion Date for the whole Works).

The following documents shall constitute the Contract documents and shall be interpreted in the following order of priority;

- (1) Agreement,
- (2) Letter of Acceptance,
- (3) Contractor's Tender,
- (4) Appendix to Conditions of Contract,
- (5) Conditions of Contract,
- (6) Specifications,
- (7) Drawings,
- (8) Bill of Quantities,
- (9) Any other documents listed in the Appendix to Conditions of Contract as forming part of the Contract.

Immediately after the execution of the Contract, the Project Manager shall furnish the Contractor (always with a copy to the Employer) with three (3) copies of such further drawings or details or descriptive schedules as are reasonably necessary either to explain or amplify the Contract drawings or to enable the Contractor to carry out and complete the Works in accordance with these Conditions.

3. Language and Law

- 3.1 Language of the Contract and the Law governing the Contract shall be English Language and the Laws of Kenya respectively unless otherwise stated.

4. Project Manager's Decisions

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

5. Delegation

The Project Manager may delegate any of his duties and responsibilities to others after notifying the Contractor.

6. Communications

Communication between parties shall be effective only when in writing. A notice shall be effective only when it is delivered.

7. Subcontracting

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

8. Other Contractors

The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities etc. as listed in the Appendix to Conditions of Contract and also with the Employer, as per the directions of the Project Manager. The Contractor shall also provide facilities and services for them. The Employer may modify the said list of Other Contractors etc., and shall notify the Contractor of any such modification.

9. Personnel

The Contractor shall employ the key personnel named in the Qualification Information, to carry out the functions stated in the said Information or other personnel approved by the Project Manager. The Project Manager will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel listed in the Qualification Information. 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.

10. Works

The Contractor shall construct and install the Works in accordance with the Specifications and Drawings. The Works may commence on the Start Date and shall be carried out 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.

11. Safety and Temporary Works.

The Contractor shall be responsible for the design of temporary works. However before erecting the same, he shall submit his designs including specifications and drawings to the Project Manager and to any other relevant third parties for their approval. No erection of temporary works shall be done until such approvals are obtained.

The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary works and all drawings prepared by the contractor for the execution of the temporary or permanent Works, shall be subject to prior approval by the Project Manager before they can be used.

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

12. Discoveries.

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

13. Work Program

13.1

Within the time stated in the Appendix to Conditions of Contract, 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. An update of the program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining Work, including any changes to the sequence of the activities.

The Contractor shall submit to the Project Manager for approval an updated program at intervals no longer than the period stated in the Appendix to Conditions of Contract. If the Contractor does not submit an updated program within this period, the Project Manager may withhold the amount stated in the said Appendix 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. 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.

14. Possession of Site

The Employer 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 Appendix to Conditions of Contract, the Employer will be deemed to have delayed the start of the relevant activities, and this will be a Compensation Event.

15. Access to Site

The Contractor shall allow the Project Manager and any other 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.

16. Instructions

The Contractor shall carry out all instructions of the Project Manager which are in accordance with the Contract.

17. Extension or Acceleration of Completion Date

The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a variation is issued which makes it impossible for completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining Work, which would cause the Contractor to incur additional costs. 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 in writing 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 caused by such failure shall not be considered in assessing the new (extended) Completion Date.

No bonus for early completion of the Works shall be paid to the Contractor by the Employer.

18. Management Meetings

A Contract management meeting shall be held monthly and attended by the Project Manager and the Contractor. Its business shall be to review the plans for the remaining Work and to deal with matters raised in accordance with the early warning procedure. The Project Manager shall record the minutes of the management meetings and provide copies of the same to those attending the meeting and the Employer. 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.

19. Early Warning

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

The Contractor shall cooperate with the Project Manager in making and considering proposals on 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 instructions of the Project Manager.

20. Defects

The Project Manager shall inspect the Contractor's work and notify the Contractor of any defects that are found. Such inspection 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 defect. Should the defect be found, the cost of uncovering and making good shall be borne by the Contractor, However, if there is no defect found, the cost of uncovering and making good shall be treated as a variation and added to the Contract Price.

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 Appendix to Conditions of Contract. The Defects Liability Period shall be extended for as long as defects remain to be corrected.

Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified by the Project Manager's notice. If the Contractor has not corrected a defect within the time specified in the Project Manager's notice, the Project Manager will assess the cost of having the defect corrected by other parties and such cost shall be treated as a variation and be deducted from the Contract Price.

21. Bills of Quantities

The Bills of Quantities shall contain items for the construction, installation, testing and commissioning of the Work to be done by the Contractor. The Contractor will be paid for the quantity of the Work done at the rate in the Bills of Quantities for each item.

If the final quantity of the Work done differs from the quantity in the Bills of Quantities for the particular item by more than 25 percent and provided the change exceeds 1 percent of the initial Contract price, the Project Manager shall adjust the rate to allow for the change.

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

22. Variations

All variations shall be included in updated programs produced by the Contractor.

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

If the work in the variation corresponds with an item description in the Bills of Quantities and if in the opinion of the Project Manager, the quantity of work is not above the limit stated in Clause 21.2 or the timing of its execution does not cause the cost per unit of quantity to change, the rate in the Bills 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 Bills of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of Work.

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

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

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

When the Program is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast.

23. Payment Certificates, Currency of payments and Advance Payments

The Contractor shall submit to the Project Manager monthly applications for payment giving sufficient details of the Work done and materials on Site and the amounts which the Contractor considers himself to be entitled to. The Project Manager shall check the monthly application and certify the amount to be paid to the Contractor within 14 days. The value of Work executed and payable shall be determined by the Project Manager.

The value of Work executed shall comprise the value of the quantities of the items in the Bills of Quantities completed, materials delivered on Site, variations and compensation events. Such materials shall become the property of the Employer once the Employer has paid the Contractor for their value. Thereafter, they shall not be removed from Site without the Project Manager's instructions except for use upon the Works.

Payments shall be adjusted for deductions for retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 45 days of the date of issue of each certificate. If the Employer makes late payment, the Contractor shall be paid simple interest on the late payment in the next payment. Interest shall be calculated on the basis of number of days delayed at a rate three percentage points above the Central Bank of Kenya's average rate for base lending prevailing as of the first day the payment becomes overdue.

If an amount certified is increased in a later certificate or as a result of an award by 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.

Items of the Work for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

The Contract Price shall be stated in Kenya Shillings. All payments to the Contractor shall be made in Kenya Shillings and foreign currency in the proportion indicated in the tender, or agreed prior to the execution of the Contract Agreement and indicated therein. The rate of exchange for the calculation of the amount of foreign currency payment shall be the rate of exchange indicated in the Appendix to Conditions of Contract. If the Contractor indicated foreign currencies for payment other than the currencies of the countries of origin of related goods and services the Employer reserves the right to pay the equivalent at the time of payment in the currencies of the countries of origin of such goods and services. The Employer and the Project Manager shall be notified promptly by the Contractor of any changes in the expected foreign currency requirements of the Contractor during the execution of the Works as indicated in the Schedule of Foreign Currency Requirements and the foreign and local currency portions of the balance of the Contract Price shall then be amended by agreement between Employer and the Contractor in order to reflect appropriately such changes.

In the event that an advance payment is granted, the following shall apply:-

- a) On signature of the Contract, the Contractor shall at his request, and without furnishing proof of expenditure, be entitled to an advance of 10% (ten percent) of the original amount of the Contract. The advance shall not be subject to retention money.

- b) No advance payment may be made before the Contractor has submitted proof of the establishment of deposit or a directly liable guarantee satisfactory to the Employer in the amount of the advance payment. The guarantee shall be in the same currency as the advance.
- c) Reimbursement of the lump sum advance shall be made by deductions from the Interim payments and where applicable from the balance owing to the Contractor. Reimbursement shall begin when the amount of the sum due under the Contract reaches 20% of the original amount of the Contract. It shall have been completed by the time 80% of this amount is reached.

The amount to be paid by way of successive deductions shall be calculated by means of the formula:

$$R = \frac{A(X^1 - X^{11})}{80-20}$$

Where:

R = the amount to be reimbursed

A = the amount of the advance which has been granted.

X¹ = the amount of proposed cumulative payments as a percentage of the original amount of the Contract. This figure will exceed 20% but not exceed 80%.

X¹¹ = the amount of the previous cumulative payments as a percentage of the original amount of the Contract. This figure will be below 80% but not less than 20%.

- (d) With each reimbursement the counterpart of the directly liable guarantee may be reduced accordingly.

24. Compensation Events

The following issues shall constitute Compensation Events:

- (a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Appendix to Conditions of Contract.
- (b) The Employer modifies the list of Other Contractors, etc., in a way that affects the Work of the Contractor under the Contract.
- (c) The Project Manager orders a delay or does not issue drawings, specifications or instructions required for execution of the Works on time.
- (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon the Work, which is then found to have no defects.
- (e) The Project Manager unreasonably does not approve a subcontract to be let.
- (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information

issued to Tenderers (including the Site investigation reports), from information available publicly and from a visual inspection of the Site.

- (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer or additional work required for safety or other reasons.
- (h) Other Contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- (i) The effects on the Contractor of any of the Employer's risks.
- (j) The Project Manager unreasonably delays issuing a Certificate of Completion.
- (k) Other compensation events described in the Contract or determined by the Project Manager shall apply.

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

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

The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having co-operated with the Project Manager.

Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the Appendix to Conditions of Contract.

The Contractor shall give written notice to the Project Manager of his intention to make a claim within thirty days after the event giving rise to the claim has first arisen. The claim shall be submitted within thirty days thereafter. Provided always that should the event giving rise to the claim be of continuing effect, the Contractor shall submit an interim claim within the said thirty days and a final claim within thirty days of the end of the event giving rise to the claim.

25. Price Adjustment

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 tenders for the Contract and the date of Completion. The adjustment shall be the change in the amount of tax payable by the Contractor.

The Contract Price shall be deemed to be based on exchange rates current at the date of tender submission in calculating the cost to the Contractor of materials to be specifically imported (by express provisions in the Contract Bills of Quantities or Specifications) for permanent incorporation in the Works. Unless otherwise stated in the Contract, if at any time during the period of the Contract exchange rates shall be varied and this shall affect the cost to the Contractor of such materials, then the Project

Manager shall assess the net difference in the cost of such materials. Any amount from time to time so assessed shall be added to or deducted from the Contract Price, as the case may be.

Unless otherwise stated in the Contract, the Contract Price shall be deemed to have been calculated in the manner set out below and in sub-clauses 25.4 and 25.5 and shall be subject to adjustment in the events specified thereunder;

- (i) The prices contained in the Contract Bills of Quantities shall be deemed to be based upon the rates of wages and other emoluments and expenses as determined by the Joint Building Council of Kenya (J.B.C.) and set out in the schedule of basic rates issued 30 days before the date for submission of tenders. A copy of the schedule used by the Contractor in his pricing shall be attached in the Appendix to Conditions of Contract.
- (ii) Upon J.B.C. determining that any of the said rates of wages or other emoluments and expenses are increased or decreased, then the Contract Price shall be increased or decreased by the amount assessed by the Project Manager based upon the difference, expressed as a percentage, between the rates set out in the schedule of basic rates issued 30 days before the date for submission of tenders and the rate published by the J.B.C. and applied to the quantum of labour incorporated within the amount of Work remaining to be executed at the date of publication of such increase or decrease.
- (iii) No adjustment shall be made in respect of changes in the rates of wages and other emoluments and expenses which occur after the date of Completion except during such other period as may be granted as an extension of time under clause 17.0 of these Conditions.

The prices contained in the Contract Bills of Quantities shall be deemed to be based upon the basic prices of materials to be permanently incorporated in the Works as determined by the J.B.C. and set out in the schedule of basic rates issued 30 days before the date for submission of tenders. A copy of the schedule used by the Contractor in his pricing shall be attached in the Appendix to Conditions of Contract.

Upon the J.B.C. determining that any of the said basic prices are increased or decreased then the Contract Price shall be increased or decreased by the amount to be assessed by the Project Manager based upon the difference between the price set out in the schedule of basic rates issued 30 days before the date for submission of tenders and the rate published by the J.B.C. and applied to the quantum of the relevant materials which have not been taken into account in arriving at the amount of any interim certificate under clause 23 of these Conditions issued before the date of publication of such increase or decrease.

No adjustment shall be made in respect of changes in basic prices of materials which occur after the date for Completion except during such other period as may be granted as an extension of time under clause 17.0 of these Conditions.

The provisions of sub-clause 25.1 to 25.2 herein shall not apply in respect of any materials included in the schedule of basic rates.

26. Retention

The Employer shall retain from each payment due to the Contractor the proportion stated in the Appendix to Conditions of Contract until Completion of the whole Works. On Completion of the whole of the Works, half the total amount retained shall be repaid to the Contractor and the remaining half when the Defects Liability Period has passed and the Project Manager has certified that all defects notified to the Contractor before the end of this period have been corrected.

27. Liquidated Damages

The Contractor shall pay liquidated damages to the Employer at the rate stated in the Appendix to Conditions of Contract for each day that the actual Completion Date is later than the Intended Completion Date. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not alter the Contractor's liabilities.

If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rate specified in clause 23.30

28. Securities

The performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a reputable bank acceptable to the Employer, and denominated in Kenya Shillings. The Performance Security shall be valid until a date 30 days beyond the date of issue of the Certificate of Completion.

29. Dayworks

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

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

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

30. Liability and Insurance

30.1 From the Start Date until the Defects Correction Certificate has been issued, the following are the Employer'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 Employer 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 Employer or in Employer's design, or due to war or radioactive contamination directly affecting the place where the Works are being executed.

- 30.2 From the Completion Date until the Defects Correction Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is the Employer's risk except loss or damage due to;
- (a) a defect which existed on or before the Completion Date.
 - (b) An event occurring before the Completion Date, which was not itself the Employer's risk
 - (c) The activities of the Contractor on the Site after the Completion Date.
- 30.3 From the Start Date until the Defects Correction 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 Employer's risk are Contractor's risk are Contractor's risks.
- The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts stated in the Appendix to Conditions of Contract for the following events;
- (a) loss or damage to the Works, Plant, and Materials;
 - (b) loss or damage to Equipment;
 - (c) loss of a damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract, and personal injury or death.
- 30.4 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 required to rectify the loss or damage incurred.
- 30.5 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums from payments otherwise due to the contractor or, if no payment is due, the payment of the premiums shall be a debt due.
- 30.6 Alternative to the terms of insurances shall not be made without the approval of the Project Manager. Both parties shall comply with any conditions of insurance policies.

31. Completion and Taking Over

- 31.1 Upon deciding that the works are complete, the Contractor shall issue a written request to the Project Manager to issue a Certificate of Completion of the Works. The Employer shall take over the Site and the Works within seven (7) days of the Project Manager's issuing a Certificate of Completion.

32. Final Account

- 32.1 The Contractor shall issue the Project Manager with a detailed account of the total amount that the Contractor considers payable to him by the Employer 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 30 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 30 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. The Employer shall pay the Contractor the amount due in the Final Certificate within 60 days.

33. Termination

- 33.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. These fundamental breaches of Contract shall include, but 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 Contractor is declared bankrupt or goes into liquidation other than for reconstruction or amalgamation;
 - (d) A payment certificate by the Project Manager is not paid by the Employer to the Contractor within 30 days (for interim Certificates) or 60 days (for Final Certificates) of issue.
 - (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.
- 33.2 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 Clause 33.1 above, the Project Manager shall decide whether the breach is fundamental or not.
- 33.3 Notwithstanding the above, the Employer may terminate the Contract for convenience.
- 33.4 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. The Project Manager shall immediately thereafter arrange for a meeting for the purpose of taking record of the Works executed and materials, goods, equipment and temporary buildings on Site.

34. Payment upon Termination

- 34.1 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 and delivered to Site up to the date of the issue of the certificate. Additional liquidated damages shall not apply. If the total amount due to the Employer exceeds any payments due to the Contractor, the difference shall be a debt payable by the Contractor.
- 34.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, 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.

34.3 The Employer may employ and pay other persons to carry out and complete the Works and to rectify any defects and may enter upon the Works and use all materials on the Site, equipment and temporary works.

34.4 The Contractor shall, during the execution or after the completion of the Works under this clause remove from the Site as and when required, within such reasonable time as the Project Manager may in writing specify, any temporary buildings, plant, machinery, appliances, goods or materials belonging to or hired by him, and in default the Employer may (without being responsible for any loss or damage) remove and sell any such property of the Contractor, holding the proceeds less all costs incurred to the credit of the Contractor.

Until after completion of the Works under this clause the Employer shall not be bound by any other provision of the Contract to make any payment to the Contractor, but upon such completion as aforesaid and the verification within a reasonable time of the accounts therefore the Project Manager shall certify the amount of expenses properly incurred by the Employer and, if such amount added to the money paid to the Contractor before such determination exceeds the total amount which would have been payable on due completion in accordance with this Contract the difference shall be a debt payable to the Employer by the Contractor; and if the said amount added to the said money be less than the said total amount, the difference shall be a debt payable by the Employer to the Contractor.

35. Release from Performance

35.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer 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.

36. Corrupt gifts and payment of commission

The Contractor shall not;

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

Any breach of this Condition by the Contractor or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) shall be an offence under the provisions of the Public Procurement Regulations issued under The Exchequer and Audit Act Cap 412 of the Laws of Kenya.

37. Settlement of Disputes

37.1 In case any dispute or difference shall arise between the Employer or the Project Manager on his behalf and the Contractor, either during the progress or after the completion or termination of the Works, such 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 by the Chairman or Vice Chairman of any of the following professional institutions; On the request of the applying party. The institution written to first by the aggrieved party shall take precedence over all other 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.

- 37.2 The arbitration may be on the construction of this Contract or on any matter or thing of whatsoever nature arising thereunder or in connection therewith, including any matter or thing left by this Contract to the discretion of the Project Manager, or the withholding by the Project Manager of any certificate to which the Contractor may claim to be entitled to or the measurement and valuation referred to in clause 23.0 of these conditions, or the rights and liabilities of the parties subsequent to the termination of Contract.
- 37.3 Provided that no arbitration proceedings shall be commenced on any dispute or difference where notice of a dispute or difference 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.
- 37.4 Notwithstanding the issue of a notice as stated above, the arbitration of such a dispute or difference shall not commence unless an attempt has in the first instance been made by the parties to settle such dispute or difference amicably with or without the assistance of third parties. Proof of such attempt shall be required.
- 37.5 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:
- 37.5.1 The appointment of a replacement Project Manager upon the said person ceasing to act.
 - 37.5.2 Whether or not the issue of an instruction by the Project Manager is empowered by these Conditions.
 - 37.5.3 Whether or not a certificate has been improperly withheld or is not in accordance with these Conditions.
 - 37.5.4 Any dispute or difference arising in respect of war risks or war damage.
- 37.6 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 Employer and the Contractor agree otherwise in writing.
- 37.7 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.

- 37.8 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.
- 37.9 The award of such Arbitrator shall be final and binding upon the parties.

APPENDIX TO CONDITIONS OF CONTRACT

The EMPLOYER is: **-INSURANCE REGULATORY AUTHORITY**

The name of the authorized representative is: **MANAGER PROCUREMENT**

The PROJECT MANAGER IS: **- INSURANCE REGULATORY AUTHORITY**

The name (and identification number) of the Contract: **PROPOSED 3RD FLOOR FIT OUT WORKS AND ASSOCIATED SERVICES INSTALLATIONS Tender No. IRA/251/2020-2021**

The Works consist of: office fit out works & associated services installations

The Start Date shall be: **AGREED WITH THE PROJECT MANAGER**

The Contractor shall submit a revised program for the Works within ...**14 DAYS**.... Of delivery of the Letter of Acceptance.

The Site Possession Date shall be: **SPECIFIED BY THE PROJECT MANAGER**

The Site is located at: **ZEP RE PLACE BUILDING**

The Defects Liability period is: **6 MONTHS**

The minimum insurance covers shall be;

- 1) The minimum cover for insurance of the Works and of Plant and Materials in respect of Contractor's faulty design is: **Kshs. 2,000,000.00**
- 2) The minimum cover for loss or damage to Equipment is: **KSHS. NIL**
- 3) The minimum for insurance of other property is: **KSHS. 1,000,000.00**
- 4) The minimum cover for personal injury or death insurance
 - For the Contractor's employees is: **KSHS. 1,500,000.00**
 - And for other people is: **KSHS. 1,500,000.00**

The following events shall also be Compensation Events: **NO OTHER THAN AS DEFINED IN THE CONDITIONS OF CONTRACT.**

The period between program updates is: **14 DAYS**

The amount to be withheld for late submission of an updated Program is: **FULL CERTIFICATE**

The proportion of payments retained is: **5 % of the CONTRACT SUM for 6 months**

The Price Adjustment Clause: **SHALL NOT APPLY. THIS IS A FIXED PRICE CONTRACT**

The Liquidated damages for the whole of the Works is: **Kshs. 100,000.00 PER WEEK OR PART THEREOF**

The Performance Security shall be for the following minimum amounts equivalent as a percentage of the Contract Price: **10%**

The rate of exchange for calculation of foreign currency payments is: **CBK RATE AT THE DATE OF OPENING.**

The schedule of basic rates used in pricing by the Contractor is: **JOINT BUILDING COUNCIL OF KENYA (JBC) PRICE LIST ISSUED 30 DAYS BEFORE DATE OF TENDER CLOSING**

Advance Payment: **NOT APPLICABLE IN THIS CONTRACT**

CONTRACTOR
(Authorised Signatory)

DATE

EMPLOYER

SECTION IV – SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

SECTION V - SCHEDULE OF REQUIREMENTS

(a) Procurement Item

Schedule A:

No.	Description
1	VOLUME I - FIT OUT WORKS AND SUMMARIES <ul style="list-style-type: none">• 3rd Floor Fit out Works & Summary Pages
2.	VOLUME II – SERVICES INSTALLATIONS <ul style="list-style-type: none">• Electrical & IT Services Installations• Heating, Ventilation & Air-Conditioning Services Installations• Plumbing, Drainage & Firefighting Services Installations

(b) Instructions on Submission of Bids

(i) The Tenderer must submit one-envelope bid in the following format:

TECHNICAL:comprising of the following documents PRESENTED IN THE ORDER GIVEN:

Section	Document
A	Tender Notice/Invitation to Tender
B	Confirmation of Submission of a one envelope bid.
C	Duly filled, Signed & Stamped Tender securing declaration form
D	Power of Attorney
E	Confidential Business Questionnaire
F	Business Registration Certificate
G	Key Staff Competency Profiles
H	Physical Address Details
I	Statement of Experience
J	Details of five Major Clients
K	Tax Compliance Certificate
L	Site Visit Form

(ii) Sealing and Marking of the Bid:

The inner envelopes should be clearly marked as follows:

ORIGINAL TECHNICAL AND FINANCIAL COMBINED	A	IRA/251/2020-2021
COPY TECHNICAL AND FINANCIAL COMBINED	B	IRA/251/2020-2021

The envelopes shall then be sealed in an outer envelope and addressed to:

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

(c) Tender Responsiveness Criteria

The submission of the following items will be required in the determination of the Completeness of the Bid. Bids that do not contain all the information required will be declared non responsive and shall not be evaluated further.

S/NO	ITEM DESCRIPTION		Mandatory
1.	Copy of valid Tax Compliance Certificate		Yes
2.	Certificate of Registration or Incorporation		Yes
3.	Power of Attorney (Sole Proprietors Exempted) from the firm duly signed by director(s) and stamped or Commissioner of Oaths		Yes
4.	Duly filled, Signed & Stamped Form of Tender		Yes
5.	Duly filled, Signed & Stamped Tender securing declaration form		Yes
6.	Letter from the bank or a CBK approved financial institution indicating that the firm is currently operating an account, has access to loan (state maximum amount) and any outstanding loans/liabilities to the bank		Yes
7.	Duly filled, signed and stamped Confidential Business Questionnaire		Yes
8.	National Construction Authority (NCA 4 and above for the Main Contractor) on Building Works; attach Certificates for Domestic Sub-contractors for both Electrical and Mechanical Engineering Installations Works (NCA 4 and above categories).		Yes
9.	Site Visit Certificate		Yes

(d) Vendor Evaluation Criteria

The following criteria will be used in the evaluation of all potential suppliers. The documents submitted will be evaluated for suitability and awarded marks which will contribute to a maximum 30% of the total tender evaluation.

Description of Criteria	Maximum Score	Cut off Score
Firms Experience Firms Experience in works of a similar nature in the last 5 years, and <i>details of work under way or contractually committed</i> ; and <i>names and addresses of clients who may be contacted</i> for further information on these contracts; 1-2yrs-4mks 2-3yrs-6mks 3-4yrs-8mks Over 5yrs-10mks	10	4
Proof of qualified and experienced <i>technical key personnel</i> . Bidders must provide at least a minimum of four key technical staff to be involved in the project with at least two (2) years' experience. (CVS and Academic Certificates must be submitted together with the bid) Degree in Architecture/building economics/construction or civil engineering – 10 Marks Diploma Architecture/building economics/construction or civil engineering - 7.5 Marks Certificate Architecture/building economics/construction or civil engineering – 5 Marks	40	28
Reference from at least three (3) main clients contracted with within the last 5 years (attach reference letters/copy of contracts/completion certificates) relevant to the procurement item and include a summary of the services rendered, value of contract, contact person and the email/telephone number for each client provided (10 Marks for each)	30	20
Total Score	80	52

NB: Bidders will be required to meet the cut off score on every criteria under vendor evaluation in order to qualify for further evaluation.

(e) Overall Tender Evaluation Criteria

The tender evaluation criteria is weighted as follows; -

Criteria	Maximum Score	Cut Off Scores
Tender Responsiveness	mandatory	Requirement
Vendor Evaluation	80	52
Financial Evaluation	Lowest evaluated responsive bidder	

SECTION VI – STANDARD FORMS

List of Standard Forms

- (i) Form of Invitation for Tenders
- (ii) Form of Tender
- (iii) Letter of Acceptance
- (iv) Form of Agreement
- (v) Form of Tender Security
- (vi) Performance Bank Guarantee
- (vii) Performance Bond
- (viii) Bank Guarantee for Advance Payment
- (ix) Qualification Information
- (x) Tender Questionnaire
- (xi) Confidential Business Questionnaire
- (xii) Details of Sub-Contractors
- (xiii) Letter of Notification of Award
- (xiv) Request for Review Form (Form RB 1)
- (xv) Tender-Securing Declaration
- (xvi) Form of Written Power of Attorney
- (xvii) Certificate of Bidder's Visit to Site
- (xviii) Key Personnel
- (xix) Schedule of Construction Works carried out by the Bidder in the last five years
- (xx) Non- Completed Works Beyond Completion Date
- (xxi) Schedule of Ongoing Projects
- (xxii) Litigation History
- (xxiii) Declaration Form (Debarment)
- (xxiv) Undertaking by Tenderer on Anti-Bribery policy/ Code of Conduct and Compliance Programme
- (xxv) Anti-Corruption Declaration Commitment/ Pledge.

FORM OF INVITATION FOR TENDERS

_____ [date]

To: _____ [name of Contractor]
_____ [address]

Dear Sirs:

Reference: _____ [Contract Name]

You have been prequalified to tender for the above project.

We hereby invite you and other prequalified tenderers to submit a tender for the execution and completion of the above Contract.

A complete set of tender documents may be purchased by you from _____

_____ [mailing address, cable/telex/facsimile numbers].

Upon payment of a non-refundable fee of Kshs _____

All tenders must be accompanied by _____ number of copies of the same and a tender security in the form and amount specified in the tendering documents, and must be delivered to

_____ [address and location]

at or before _____ (time and date). Tenders will be opened immediately thereafter, in the presence of tenderers' representatives who choose to attend.

Please confirm receipt of this letter immediately in writing by cable/facsimile or telex.

Yours faithfully,

_____ *Authorised Signature*

_____ *Name and Title*

FORM OF TENDER

TO: _____ [Name of Employer] _____
_____ [Date]

_____ [Name of Contract]

Dear Sir,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities/Schedule of Rates and Addenda for the execution of the above named Works, we, the undersigned offer to construct, install and complete such Works and remedy any defects therein for the sum of
Kshs. _____ [Amount in figures] Kenya Shillings

_____ [Amount in words]
2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Employer's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Conditions of Contract.
3. We agree to abide 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.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20_____

Signature _____ in the capacity of _____

duly authorized to sign tenders for and on behalf of _____ [Name
of

Tenderer] of _____ [Address of Tenderer]

Witness; Name _____

Address _____

Signature _____

Date _____

LETTER OF ACCEPTANCE
[Letterhead paper of the Employer]

_____ [date]

To: _____

[name of the Contractor]

[address of the Contractor]

Dear Sir,

This is to notify you that your Tender dated _____

for the execution of _____

[name of the Contract and identification number, as given in the Tender documents] for the Contract Price of Kshs.

_____ *[amount in figures]* [Kenya Shillings _____ *(amount in words)*] in accordance with the Instructions to Tenderers is hereby accepted.

You are hereby instructed to proceed with the execution of the said Works in accordance with the Contract documents.

Authorized Signature

Name and Title of Signatory.....

Attachment: Agreement

FORM OF AGREEMENT

THIS AGREEMENT, made the _____ day of _____ 20 _____
between _____ of [or whose registered office is situated
at] _____

(hereinafter called “the Employer”) of the one part AND

_____ of [or whose registered office is situated
at] _____

(hereinafter called “the Contractor”) of the other part.

WHEREAS THE Employer is desirous that the Contractor executes

(*name and identification number of Contract*) (hereinafter called “the Works”) located
at _____ [*Place/location of the Works*] and the Employer has accepted the tender
submitted by the Contractor for the execution and completion of such Works and the remedying of any defects therein
for the Contract Price of Kshs _____ [*Amount in figures*], Kenya
Shillings _____ [*Amount in words*].

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and shall be read and construed as part of this Agreement i.e.
 - (i) Letter of Acceptance
 - (ii) Form of Tender
 - (iii) Conditions of Contract Part and Appendix to Conditions of Contract
 - (iv) Specifications
 - (v) Drawings
 - (vi) Priced Bills of Quantities
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer 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 thereto have caused this Agreement to be executed the day and year first before written.

The common Seal of _____

Was hereunto affixed in the presence of _____

Signed Sealed, and Delivered by the said _____

Binding Signature of Employer _____

Binding Signature of Contractor _____

In the presence of (i) Name _____

Address _____

Signature _____

[ii] Name _____

Address _____

Signature _____

FORM OF TENDER SECURITY

WHEREAS(hereinafter called “the Tenderer”) has submitted his tender dated for the construction of
..... (name of Contract)

KNOW ALL PEOPLE by these presents that WE having our registered office at(hereinafter called “the Bank”), are bound unto(hereinafter called “the Employer”) in the sum of Kshs..... for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents sealed with the Common Seal of the said Bank this Day of20.....

THE CONDITIONS of this obligation are:

1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers
Or
2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
 - (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the said date.

[date]

[signature of the Bank]

[witness]

[seal]

PERFORMANCE BANK GUARANTEE

To: _____ (Name of Employer) _____ (Date)
_____ (Address of Employer)

Dear Sir,

WHEREAS _____ (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ (hereinafter called “the Works”);

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognised bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Kshs. _____ (amount of Guarantee in figures) Kenya Shillings _____ (amount of Guarantee in words), and we undertake to pay you, upon your first written demand and without civil or argument, any sum or sums within the limits of Kenya Shillings _____ (amount of Guarantee in words) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change, addition or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any change, addition, or modification.

This guarantee shall be valid until the date of issue of the Certificate of Completion.

SIGNATURE AND SEAL OF THE GUARANTOR _____

Name of Bank _____

Address _____

Date _____

(Amend accordingly if provided by Insurance Company)

PERFORMANCE BOND

By this Bond, We _____ of (or whose registered office is situated at] _____ as Principal (hereinafter called “the Contractor”) and _____ of [or whose registered office is situated at] _____ as Surety (hereinafter called “the Surety”), are held and firmly bound unto _____ of [or whose registered office is situated at] _____ as Obligee (hereinafter called “the Employer”) in the amount of Kshs. _____ [amount of Bond in figures] Kenya Shillings _____ [amount of Bond in words], for the payment of which sum well and truly, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Contractor has entered into a Contract with the Employer dated the _____ day of _____ 20 _____ for the execution of

_____ [name of Contract] in accordance with the Contract documents, 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.

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 Employer to be, in default under the Contract, the Employer having performed the Employer’s obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a tender or tenders from qualified tenderers for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive tenderer, arrange for a Contract between such tenderer and Employer 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 the Employer to the Contractor under the

Contract, less the amount properly paid by the Employer to the Contractor; or

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

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of issuance of the Certificate of Completion.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors and assigns of the Employer.

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 _____ SIGNED ON _____

On behalf of _____ On behalf of _____
[name of Contractor] *[name of Surety]*

By _____ By _____

In the capacity of _____ In the capacity of _____

In the presence of;Name _____ In the presence of;Name _____

Address _____

Address _____

Signature _____

Signature _____

Date _____

Date _____

BANK GUARANTEE FOR ADVANCE PAYMENT

To: _____ [name of Employer] _____ (Date)
_____ [address of Employer]

Gentlemen,

Ref: _____ [name of Contract]

In accordance with the provisions of the Conditions of Contract of the above-mentioned Contract, We, _____ [name and Address of Contractor] (hereinafter called “the Contractor”) shall deposit with _____ [name of Employer] a bank guarantee to guarantee his proper and faithful performance under the said Contract in an amount of Kshs. _____ [amount of Guarantee in figures] Kenya Shillings _____ [amount of Guarantee in words].

We, _____ [bank or financial institution], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ [name of Employer] on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding Kshs _____ [amount of Guarantee in figures] Kenya Shillings _____ [amount of Guarantee in words], such amount to be reduced periodically by the amounts recovered by you from the proceeds of the Contract.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between _____ [name of Employer] and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

No drawing may be made by you under this guarantee until we have received notice in writing from you that an advance payment of the amount listed above has been paid to the Contractor pursuant to the Contract.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until _____ (name of Employer) receives full payment of the same amount from the Contract.

Yours faithfully,

Signature and Seal _____

Name of the Bank or financial institution _____

Address _____

Date _____

Witness: Name: _____

Address: _____

Signature: _____

Date: _____

QUALIFICATION INFORMATION

1. Individual Tenderers or Individual Members of Joint Ventures

1.1 Constitution or legal status of tenderer (attach copy or Incorporation Certificate);
Place of registration: _____

Principal place of business _____

Power of attorney of signatory of tender _____

1.2 Total annual volume of construction work performed in the last five years

Year	Volume	
	Currency	Value

1.3 Work performed as Main Contractor on works of a similar nature and volume over the last five years. Also list details of work under way or committed, including expected completion date.

Project Name	Name of client and contact person	Type of work performed and year if completion	Value of contract
Project Manager _____ _____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____

1.4 Major items of Contractor's Equipment proposed for carrying out the Works. List all information requested below.

Item of Equipment	Description, make and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
Project Manager _____ _____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
(etc.)			

- 1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data.

Position	Name	Years of experience (general)	Years of experience in proposed position
Project Manager			
_____	_____	_____	_____
_____	_____	_____	_____
(etc.)	_____	_____	_____

- 1.6 Financial reports for the last five years: balance sheets, profit and loss statements, auditor's reports, etc. List below and attach copies.

- 1.7 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of supportive documents.

- 1.8 Name, address and telephone, telex and facsimile numbers of banks that may provide reference if contacted by the Employer.

- 1.9 Statement of compliance with the requirements of Clause 1.2 of the Instructions to Tenderers.

- 1.10 Proposed program (work method and schedule) for the whole of the Works.

2 Joint Ventures

- 2.0 The information listed in 1.1 – 1.10 above shall be provided for each partner of the joint venture.

- 2.1 The information required in 1.11 above shall be provided for the joint venture.

- 2.2 Attach the power of attorney of the signatory(ies) of the tender authorizing signature of the tender on behalf of the joint venture

- 2.3 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that:

- a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
- b) one of the partners will be nominated as being in charge, authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture; and
- c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

TENDER QUESTIONNAIRE

Please fill in block letters.

1. Full names of tenderer;
.....
2. Full address of tenderer to which tender correspondence is to be sent (unless an agent has been appointed below);
.....
3. Telephone number (s) of tenderer;
.....
4. Telex of tenderer;
.....
5. Name of tenderer's representative to be contacted on matters of the tender during the tender period;
.....
6. Details of tenderer's nominated agent (if any) to receive tender notices. This is essential if the tenderer does not have his registered address in Kenya (name, address, telephone, telex);
.....
.....

Signature of Tenderer

Make copy and deliver to: _____ (*Name of Employer*)

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2 (b) or whichever applies to your type of business.

You are advised that it is a serious offence to give false information on this Form.

Part 1 – General

Business Name

Location of business premises; Country/Town.....

Plot No..... Street/Road

Postal Address..... Tel No.....

Nature of Business.....

Current Trade Licence No..... Expiring date.....

Maximum value of business which you can handle at any time: Kshs.....

Name of your bankers.....

Branch.....

Part 2 (a) – Sole Proprietor

Your name in full..... Age.....

Nationality..... Country of Origin.....

Citizenship details

Part 2 (b) – Partnership

Give details of partners as follows:

DETAILS OF SUB-CONTRACTORS

If the Tenderer wishes to sublet any portions of the Works under any heading, he must give below details of the sub-contractors he intends to employ for each portion.

Failure to comply with this requirement may invalidate the tender.

(1) Portion of Works to be sublet:

[i] Full name of Sub-contractor and address of head office:

.....

(ii) Sub-contractor's experience of similar works carried out in the last 3 years with Contract value:

.....

.....

(2) Portion of Works to sublet:

(i) Full name of sub-contractor and address of head office:

.....

.....

(ii) Sub-contractor's experience of similar works carried out in the last 3 years with contract value:

.....

[Signature of Tenderer)

Date

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

FORM RB 1

**REPUBLIC OF KENYA
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...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical address.....Fax 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.
- etc.

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

- 1.
 - 2.
- etc

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

Tender-Securing Declaration

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

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

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

To:.....[insert **complete name of Procuring Entity**]

We, the undersigned, declare that:

We understand that, according to your conditions, Tenders must be supported by a Tender-Securing Declaration.

We accept that we will automatically be suspended for being eligible for Tendering in any contract with the Procuring Entity 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 Tender conditions, because we;

- a) Have withdrawn our Tender during the period of Tender validity specified in the Form of Tender; or
- b) Having been notified of the acceptance of our Tender by the Procuring Entity during the period of Tender validity,
 - i. Fail of refuse to execute the Contract, if required, or
 - ii. Fail or refuse to furnish the Performance Security, in accordance with the ITT
 - iii. We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of;
 - 1) Our receipt of your notification to us of the name of the successful Tenderer; or
 - 2) Thirty days after the expiration of our Tender.

Signed:.....[insert signature of person whose name and capacity are shown] In the capacity are shown] In the capacity of..... [insert legal capacity of person signing the Tender Securing Declaration]

Name:.....[insert **complete name of person signing the Tender Securing Declaration**]

Duly authorized to sign the Tender for and on behalf of: [insert **complete name of Tenderer**]

Dated on day of,[insert **date of signing**]

Corporate Seal (where appropriate)

FORM OF WRITTEN POWER OF ATTORNEY

The Bidder shall state here below the name(s) and address of his representative(s) who is /are authorized to sign the document and receive on his behalf correspondence in connection with the Bid.

.....

(Name of Bidder's Representative in block letters)

.....

(Address of Bidder's Representative)

.....

(Signature of Bidder's Representative)

Alternate:

.....

(Name of Bidder's Representative in block letters)

.....

(Address of Bidder's Representative)

.....

(Signature of Bidder's Representative)

Note:

To be filled by all Bidders

*Both representative and alternate **must** attach copy of National Identification card or Passport.*

CERTIFICATE OF BIDDER'S VISIT TO SITE

This is to certify that

[Name/s].....

.....

Being the authorized representative /Agent of [Name of bidder]

.....

.....

Participated in the organized inspection visit of the site of the works for the

Held on day of20.....

Signed.....

(Employer's Representative)

.....

.....

.....

(Name of Employer's Representative)

.....

(Designation)

NOTE: This form is to be completed at the time of the organized site visit.

KEY PERSONNEL

DESIGNATION	NAME	NATIONALITY	SUMMARY OF QUALIFICATIONS AND EXPERIENCE		
			Qualifications	General Experience (Yrs)	Specific Experience (Yrs)
Headquarters Partner/Director or other key staff (give designation)					
Site Office Site Agent					
Foreman					

Note:

The Bidder shall list in this section the key personnel he will employ from the Contractor's headquarters and from the Contractor's site office to direct and execute the work together with their qualifications, experience, position held and nationality in accordance with Clause 10 of the Conditions of Contract. Where required, use separate sheets to add data for column 4). Bidders shall attach certified copies of academic certificates, and CVs of all key staff.

I certify that the above information is correct.

.....
(Signature of Bidder)

.....
(Date)

SCHEDULE OF CONSTRUCTION WORKS CARRIED OUT BY THE BIDDER IN THE LAST FIVE YEARS

COMPLETED WORKS

DESCRIPTION OF WORKS	NAME OF CLIENT	VALUE OF WORKS (KSHS)*	YEAR COMPLETED/REMARKS

Note: Bidders shall attach certified copies of letters of award (for each listed projects), certified copies of completion certificates.

I certify that the above works were successfully carried out by the bidder.

.....

(Signature of Bidder)

.....

(Date)

***Value in Kshs using Central Bank of Kenya mean exchange rate at a reference date 7 days before date of BID opening.**

NON-COMPLETED WORKS BEYOND COMPLETION DATE

DESCRIPTION OF WORKS	NAME OF CLIENT	VALUE OF WORKS (KSHS)*	YEAR COMPLETED/REMARKS

Note: Bidders shall attach certified copies of letters of award (for each listed project), certified evidence for executed works for non-completed projects e.g copy of recent payment certificate.

I certify that the above works were successfully carried out by this Bidder.

.....

(Signature of Bidder)

(Date)

***Value in Kshs using Central Bank of Kenya mean exchange rate at a reference date 7 days before date of BID opening.**

SCHEDULE OF ONGOING PROJECTS

DESCRIPTION OF WORKS	NAME OF CLIENT	DATE OF COMMENCEMENT	DATE OF COMPLETION	VALUE OF WORKS (KSHS)	VALUE COMPLETED UP TO DATE %	PHYSICALLY COMPLETED UP TO DATE %

Note:

1. Bidders shall attach certified copies of letters of award (for each listed projects) and any certified evidence for executed works e.g copy of recent payment certificate.
2. Bidders must indicate all their on-going works as at the time of bidding. (Any non-disclosure shall constitute non-responsiveness)

I certify that the above works are being carried out by me and that the above information is correct.

.....

(Signature of Bidder)

.....

(Date)

LITIGATION HISTORY

Information on litigation history in which the Bidder was involved.

OTHER PARTY (IES)	CAUSE OF DISPUTE	AMOUNT INVOLVED (KSHS)

I certify that the above information is correct.

.....
.....

(Date)

(Signature of Bidder)

DECLARATION FORM

Date.....

To

.....
.....
.....
.....
.....

We (name and address)

.....

..... declare the following:

That we;

- a) Have not been debarred from participating in public procurement.

- b) Have not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

.....
Name of Bidder

.....
Signature

.....
Date

(To be signed by authorized representative and officially stamped)

UNDERTAKING BY THE TENDERER ON ANTI-BRIBERY POLICY/CODE OF CONDUCT AND COMPLIANCE PROGRAMME

1. Each tenderer must submit a statement, as part of the Tender Documents, in either of the two given formats which must be signed personally by the Chief Executive Officer or other appropriate senior corporate officer of the Tendering company and, where relevant, of its subsidiary in Kenya. If a Tender is submitted by a subsidiary, a statement to this effect will also be required of the parent company, signed by the Chief Executive Officer or other appropriate senior corporate officer.
2. Tenderers will also be required to submit similar No-bribery commitments from their subcontractors and consortium partners, the Tenderer may cover the subcontractors and consortium partners in its own statement, provided the Tenderer assumes full responsibility.
3.
 - a) Payment to agents and other third parties shall be limited to appropriate compensation for legitimate services.
 - b) Each Tenderer will make full disclosure in the Tender documentation of the beneficiaries and amounts of all payments made, or intended to be made, to agents or other third parties (including political parties or electoral candidates) relating to the Tenderer and, if successful, the implementation of the contract.
 - c) The successful Tenderer will also make full disclosure [quarterly or semi-annually] of all payments to agents and other third parties during the execution of the contract.
 - d) Within six months of the completion of the performance of the contract, the successful Tenderer will formally certify that no bribes or other illicit commissions have been paid. The final accounting shall include brief details of the goods and services provided that they are sufficient to establish the legitimacy of the payments made.
 - e) Statements required according to subparagraphs (b) and (d) of this paragraph will have to be certified by the company's Chief Executive Officer, or other appropriate senior corporate officer.
4. Tenders which do not conform to these requirements shall not be considered.
5. If the successful Tenderer fails to comply with its No-bribery commitment, significant sanctions will apply. The sanctions may include all or any of the following:
 - a) Cancellation of the contract;
 - b) Liability for damages to the public authority and/or the unsuccessful competitors in the Tendering possibly in the form of a lump sum representing a pre-set percentage of the contract value (liquidated)
6. Tenderers shall make available, as part of their tender, copies of their anti- Bribery Policy/Code of Conduct, if any, and of their-general or Project-Specific-Compliance Program.
7. The Government of Kenya has made special arrangements for adequate oversight of the procurement process and the execution of the contract, and has invited Construction society and other competent Government Departments to participate in the oversight. Those charged with the oversight responsibility will have full access to all documentation submitted by Tenderers for this contract., and to which in turn all Tenderers and other parties involved or affected by the project have full access (provided, however, that no proprietary information concerning a Tenderer may be disclosed to another Tenderer or to the public).

ANTI-CORRUPTION DECLARATION COMMITMENT/ PLEDGE

(Sections 39, 40, 41, 42, 43 & of the PPD Act, 2005)

I/We/Messrs.....

Of Street, Building, P.O
Box.....

.....

Contact/Phone/E-mail.....

declare that Public Procurement is based on a free and fair competitive Tendering Process which should not be open to abuse.

I/We.....

declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with

Tender/Tender
No.....

for or in the subsequent performance of the contract if I/We am/are successful.

Authorized Signature.....

Name and Title of Signatory.....

SECTION VII - PRICE SCHEDULE FOR GOODS

BILL OF QUANTITIES

VOLUME I – FITOUT WORKS AND SERVICES INSTALLATION SUMMARIES

VOLUME II – SERVICES INSTALLATIONS

- Electrical & IT Services Installations
- Heating, Ventilation & Air-Conditioning Services Installations
- Plumbing, Drainage & Firefighting Services Installations

Bidders must sign that they have read all the bill of quantities, understood and shall provide as required

Tender's Signature _____ *Official Stamp* _____

Date _____

**VOLUME I – THIRD (3) FLOOR FIT OUT
WORKS AND SUMMARY PAGES**

PROPOSED IRA OFFICES FITOUTS

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

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PREAMBLES AND PRICING NOTES

All bidders are provided to attend the mandatory site visit and any other visit to site to confirm the scope of work before filling the bills of quantities.

Rates in the Bills of Quantities shall be inclusive of Value Added tax. Further, the rates shall be deemed to be inclusive of temporary works and costs related to health, safety and environmental compliance.

The Bills OF Quantities have been prepared in accordance with The Standard Method of Measurement of Building Works and associated civil works, Second Edition (Metric) June 2008, published by the Architectural Association of Kenya.

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.

PREAMBLES AND PRICING NOTES

Prices must also include for all nails and fasteners.

E. JOINERY

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

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

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

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

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

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.

PREAMBLES AND PRICING NOTES

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.

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	<p><u>NOTES ON PRICING OF ITEMS OF PRELIMINARIES</u></p> <p>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.</p>	
B	<p>DEFINITION OF TERMS</p> <p>(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</p> <p>(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</p> <p>(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</p> <p>(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</p> <p>(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</p> <p>(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</p> <p>(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</p> <p>(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</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
	<p>Definition of terms (ctd)</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</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	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 sqare metres and this is given for guidance only and without any warranty.	
D	BID SECURITY The bid security shall be Kenya Shillings Three Hundred thousand (Kshs 300,000/=) 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	<p>A LOCATION OF SITE</p> <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	<p>MEASUREMENTS</p> <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	<p>CLAIMS</p> <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	<p>MATERIALS FROM DEMOLITION</p> <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	<p>CONTRACT COMPLETION PERIOD</p> <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>	
	<p>Total carried forward to collection</p>	

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.	
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.	Not Required
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 materials to be obtained from overseas immediately after the Contract is signed and shall also order materials to be obtained from local sources as early as necessary to ensure that they are onsite when required for use in the works. The Bills of Quantities shall not be used for the purpose of ordering materials.	
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	<p>STORAGE FOR MATERIALS SUPPLIED</p> <p>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.</p>	
B	<p>SAMPLES</p> <p>The Contractor shall furnish at his own cost any samples of materials or workmanship including concrete test cubes required for the works that may be called for by the PROJECT MANAGER for his approval until such samples are approved by the PROJECT MANAGER and the PROJECT 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.</p> <p>The procedure for submitting samples of materials for testing and the method of marking for identification shall be as laid down by the PROJECT MANAGER.</p>	
C	<p>GOVERNMENT ACTS REGARDING WORK PEOPLE, E.T.O</p> <p>Allow for complying with all Government Acts, Orders and Regulations in connection with the employment of Labour and other matters related to the execution of the works. In particular the Contractor's attention is drawn to the provisions of the Factory Act 1950 and his tender must include for all costs arising or resulting from compliance with any Act, Order or Regulation relating to Insurances, pensions and holidays for workpeople or so the safety, health and welfare of the workpeople. The Contractor must make himself fully acquainted with current Acts and Regulations, including Police Regulations regarding the movement, housing, security and control of labour, labour camps , passes for transport, etc. It is most important that the Contractor, before tendering, shall obtain from the relevant Authority the fullest information regarding all such regulations and/or restrictions which may affect the information regarding all such regulations and/or restrictions which may affect the organization of the works, supply and control of labour, etc., and allow accordingly in his tender.</p> <p>No claim in respect of want of knowledge in this connection will be entertained.</p>	
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	<p>SECURITY OF WORKS, E.T.C</p> <p>The Contractor shall be entirely responsible for the security of all the works stores, materials, plant, personnel, etc., both his own and sub-contractors' and must provide all necessary watching, lighting and other precautions as necessary to ensure security against theft, loss or damage and the protection of the public.</p> <p>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.</p>	
B	<p>PUBLIC AND PRIVATE ROADS</p> <p>Maintain as required throughout the execution of the works and make good any damage to public or private roads arising from or consequent upon the execution of the works to the satisfaction of the local and other competent authority and the PROJECT MANAGER</p>	
C	<p>EXISTING PROPERTY</p> <p>The Contractor shall take every precaution to avoid damage to all existing property including roads, cables, drains and other services and he will be held responsible for and shall make good all such damage arising from the execution of this contract at his own expense to the satisfaction of the PROJECT MANAGER</p>	
D	<p>VISIT TO SITE AND EXAMINE DRAWINGS</p> <p>The Contractor is recommended to examine the drawings and visit the site, the location of which is described in the Particular Preliminaries hereof. He shall be deemed to have acquainted himself therewith as to its nature, position, means of access or any other matter which, may affect his tender.</p> <p>No claim arising from his failure to comply with this recommendation. will be considered.</p>	
E	<p>ACCESS TO SITE AND TEMPORARY ROADS</p> <p>Means of access to the Site shall be agreed with the PROJECT MANAGER prior to commencement of the work and Contractor must allow for building any necessary temporary access roads for the transport of the materials, plant and workmen as may be required for the complete execution of the works including the provision of temporary culverts, crossings, bridges, or any other means of gaining access to the Site. Upon completion of the works, the Contractor shall remove such temporary access roads; temporary culverts, bridges, etc., and make good and reinstate all works and surfaces disturbed to the satisfaction of the PROJECT MANAGER.</p>	
	<p>Total carried forward to collection</p>	

PROPOSED IRA OFFICES FITOUTS

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

BILL NO. 2 - GENERAL REQUIREMENTS

ITEM	DESCRIPTION	KSHS
A	<p>AREAS TO BE OCCUPIED BY CONTRACTOR</p> <p>The area of the site which may be occupied by the Contractor for use of storage and for the purpose of erecting workshops, etc., shall be defined on site by the PROJECT MANAGER.</p>	Not Required
B	<p>OFFICE, E.T.C. FOR THE PROJECT MANAGER</p> <p>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.</p>	
C	<p>WATER AND ELECTRICITY SUPPLY FOR THE WORKS</p> <p>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.</p>	
D	<p>SANITATION OF WORKS</p> <p>The Employer will provide toilet facilities for use of the Contractor and his agents.</p>	
E	<p>SUPERVISION AND WORKING HOURS</p> <p>The works shall be executed under the direction and to the entire satisfaction in all respects of the PROJECT MANAGER who shall at all times during normal working hours have access to the works and to the yards and workshops of the Contractor and sub-Contractors or other places where work is being prepared for the contract.</p>	
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	<p data-bbox="224 415 950 611">PROGRESS CHART</p> <p data-bbox="224 415 950 611">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.</p> <p data-bbox="224 642 456 674">B DIRECT CONTRACTS</p> <p data-bbox="224 709 950 804">Notwithstanding the foregoing conditions, the Employer reserves the right to place a "Direct Contract" for any goods or services required in the works.</p> <p data-bbox="224 842 756 873">C ATTENDANCE UPON OTHER TRADESMEN, E.T.C.</p> <p data-bbox="224 909 950 1199">The Contractor shall allow for the attendance of trade upon trade and shall afford any tradesmen or other persons employed for the execution of any work not included in this Contract every facility for carrying out their work and also for use of his ordinary scaffolding. The Contractor, however, shall not be required to erect any special scaffolding for them. The Contractor shall perform such cutting away for and making good after the work of such tradesmen or persons as may be ordered by the PROJECT MANAGER and the work will be measured and paid for to the extent executed at rates provided in these Bills.</p>	
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	<p>MATERIALS ARISING FROM EXCAVATION</p> <p>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.</p>	Not Required
B	<p>PROTECTION OF THE WORKS</p> <p>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.</p>	
C	<p>REMOVAL OF RUBBISH, E.T.C.</p> <p>Removal of rubbish and debris from the Buildings and site as it accumulates and at the completion of the works and remove all plant, scaffolding and unused materials at completion.</p>	
D	<p>WORKS TO BE DELIVERED UP CLEAN</p> <p>Clean and flush all gutters, rainwater and waste pipes, manholes and drains, wash (except where such treatment might cause damage) and clean all floors, sanitary fittings, glass inside and outside and any other parts of the works and remove all marks, blemishes, stains and defects from joinery, fittings and decorated surfaces generally, polish door furniture and bright parts of metalwork and leave the whole of the buildings watertight, clean, perfect and fit for occupation to the approval of the PROJECT MANAGER.</p>	
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
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4	Total From Page	15
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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>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</i>					
A	150/100mm thick block walling	SM			Rate Only
<i>Cement and sand (1:3) plaster or wall backings</i>					
B	15mm c/s (1:3) render to concrete surfaces internally (general repairs)	SM	5.00		-
<i>Dry Wall Partitions</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>Acoustic Infill</i>					
F	Extra over gypsum board cladding for 50mm thick jumbolene acoustic insulation infill material	SM	53.00		-
<i>Dado rail</i>					
G	150x25mm thick Mahogany Dado rail	LM	10.00		-
<i>Aluminium framed partitions</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)	
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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 - SERVICES INSTALLATION SUMMARIES

Item	Description	Unit	Quantity	Rates	Amount (KSH)
	<p>Provide sums for the following SPECIALIST WORKS. Make reference to the Technical Specifications & Bills of Quantities breakdown contained in PART II of the Tender Document and insert summaries in each of the Bill Sections below.</p> <p><u>3rd Floor Fitout Works</u></p>				
A	<p>Provide a Sum for Services Installation Works at 3rd Floor <i>Refer to the Bills of Quantities Volume II of the Tender Document</i> IRA-ZEP RE 3RD FLOOR FIT-OUTS MEP TENDER BOQ</p>	Sum			
B	<p>Allow a sum to cater for all the builder's works in connection to services (chasing, cutting, fixing wall brackets etc.)</p>	Sum			

Bill No. 4 - Total for Services Installation Summaries

Carried Forward To Grand Summary

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PROPOSED IRA OFFICES FITOUTS

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

BILL NO. 5 - FURNITURE WORKS, SIGNAGE & SUPPLY OF EQUIPMENT

Item	Description	Unit	Quantity	Rates	Amount (KSH)
<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			-
<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. 5 - FURNITURE WORKS, SIGNAGE & SUPPLY OF EQUIPMENT

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				-	
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Bill No. 5 - Total for Furniture & Other Works					Carried Forward To Grand Summary	-

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 27	-	
5	Services Installation Summaries from Page 28	-	
6	Furniture & Other Works from Page 30	-	
Sub - Total Amount		-	
7	Provide Kenya Shillings Two Million One Hundred and Fifty Thousand Only (Kshs 2,150,000.00) for Contingencies	2,150,000.00	
Total Carried to Form of Tender		-	

Amount in words:.....

.....

Tenderer's Name:.....

Address:.....

Signature:.....

Rubber stamp:.....

Date:.....

Witness's name:.....

Signature:.....

Address:.....

Date:.....

VOLUME II - SERVICES INSTALLATIONS

- Electrical & IT Services Installations
- Heating, Ventilation & Air-Conditioning Services Installations
- Plumbing, Drainage & Firefighting Services Installations

MEP PRELIMINARIES AND GENERAL ITEMS

ITEM	DESCRIPTION	UNIT.	QTY.	RATE.	AMOUNT in KES.
P.00	<u>PRELIMINARIES AND 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 SECTION 1: ELECTRICAL & IT SERVICES INSTALLATIONS

ITEM	DESCRIPTION	UNIT.	QTY.	RATE.	AMOUNT in KES.
	<p>BILL NO. 1 ELECTRICAL & IT SERVICES</p> <p>MAIN ELECTRICAL DISTRIBUTION SYSTEM INSTALLATIONS</p> <p>E1.01.00 <i>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.</i></p> <p><i>Equipment manufacturers shall be such as SCHNEIDER, ABB, CRABTREE or another brand of similar/better quality. Cables manufacturer shall be as East African Cables, METSEC or another brand of similar/better quality. Manufacturer datasheets shall be presented for all boards, fittings and accessories.</i></p> <p><i>All Distribution Boards and Cables shall be subject to inspection and approval by the Engineer. Circuit breaker coordination and selectivity requirements shall be determined on site.</i></p> <p>Supply and Install the following:</p> <p>Isolators, Cables and Cable Management</p> <p><i>The contractor shall reference the provided electrical schematic during installation.</i></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 (To be installed in Building's Electrical Duct)	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 the designated 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 complete with all cable retainers, mounting accessories, branches, reducers etc. 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, mounting accessories, branches, tees etc. as required based on the engineer's drawings <i>(For overhead IT cable management within server room)</i> (Provisional)	Lm	5		
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		
	TOTAL CARRIED FORWARD.				

ITEM	DESCRIPTION	UNIT.	QTY.	RATE.	AMOUNT in KES.
	TOTAL BROUGHT FORWARD				
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 distribution board 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 Distribution Board).	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		
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.
	<p><u>BILL NO. 2 ELECTRICAL & IT SERVICES</u></p> <p><u>POWER POINTS WIRING AND INSTALLATIONS</u></p> <p>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. Accessories manufacturer shall be as either VIVACE by SCHNEIDER, CRABTREE or another brand of similar or better quality. The reference standard shall be the latest edition of the IET Wiring Regulations BS 7671.</i></p> <p>Note! <i>All fittings shall be subject to inspection and approval before installation.</i></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.	95		
E1.02.02	13 Amp non-standard twin socket outlet plates c/w 2 No. non-standard plugs in <u>red</u> surface finish	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 (For Fire Alarm Panel)	No.	1		
E1.02.04	20A DP switch outlet plate with neon indicator in <u>white</u> surface finish	No.	7		
E1.02.05	ditto but 45A (U/Sink Water Heater)	No.	1		
E1.02.06	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		
E1.02.07	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		
	<u>Conduits and Wiring</u>				
E1.02.08	13 Amps RING socket outlet points, wired at an average distance of 5 metres point to point, in 3 x 2.5m sq.mm PVC insulated and sheathed single core copper cables drawn in cable trays (provided elsewhere) or in 25mm diameter heavy gauge PVC conduits concealed in walls, floor and surface conduit installations clipped to the slab soffit with all PVC adapter boxes, junction boxes and accessories but excluding the socket outlet face plates.	No.	151		
E1.02.09	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 units position.	Lm	70		
E1.02.10	20A DP Switch RADIAL outlet points, wired in 3 x 2.5 sq.mm 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	265		
	TOTAL CARRIED FORWARD.				

ITEM	DESCRIPTION	UNIT.	QTY.	RATE.	AMOUNT in KES.
	TOTAL BROUGHT FORWARD				
	Power Points and Wiring continued...				
E1.02.11	45A DP Switch RADIAL outlet point, wired in 3 x 4 sq.mm 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	40		
E1.02.12	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		
E1.02.13	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.	4		
E1.02.14	Fire Alarm System Points 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		
E1.02.15	Data and Security System points 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		
E1.02.16	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.mm CPC .	Item.	1		
E1.02.17	Flush floor mount Adaptor Box , 200mm x 200mm x 50mm, complete with cable entry knock outs and half thread bushes, and single 50mm cable exit at the top for interfacing floor cable connections (Provisional).	No.	10		
	TOTAL CARRIED TO COLLECTION PAGE 1.				

ITEM	DESCRIPTION	UNIT.	QTY.	RATE.	AMOUNT in KES.
	<u>BILL NO. 3 ELECTRICAL & IT SERVICES</u>				
	<u>LIGHTING SYSTEM INSTALLATIONS</u>				
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>Accessories manufacturer shall be SCHNEIDER, CRABTREE, V-TAC, LEDVANCE, LIGHT GREEN or another brand of similar or better quality.</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><u>Conduits and Wiring</u></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, 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		
	<u>Light Fittings and 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.	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	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	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	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. FFRLLED c/w 3 hr. emergency back-up duration.	No.	15		
	TOTAL CARRIED FORWARD.				

ITEM	DESCRIPTION	UNIT.	QTY.	RATE.	AMOUNT in KES.
TOTAL BROUGHT FORWARD					
<u>Switches and Controls</u>					
E1.03.11	6 Gang 2 Way Grid Switch in <i>white finish</i> .	No.	2		
E1.03.12	3 Gang 2 Way Grid Switch in <i>white finish</i> .	No.	3		
E1.03.13	2 Gang 2 Way Switch in <i>white surface finish</i> .	No.	5		
E1.03.14	1 Gang 1 Way Switch in <i>white surface finish</i> .	No.	7		
E1.03.15	Surface mounted 360 degrees PIR Presence and Occupancy Sensor.	No.	5		
TOTAL CARRIED TO COLLECTION PAGE 1.					

ITEM	DESCRIPTION	UNIT.	QTY.	RATE.	AMOUNT in KES.
	<p><u>BILL NO. 4 ELECTRICAL & IT SERVICES</u></p> <p><u>DATA & STRUCTURED CABLING INSTALLATIONS</u></p>				
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:-</p> <p>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. On licenses, except where stated otherwise, any licenses 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>All CAT6A cables, patch panels, patch cords and wall plates provided shall be of the shielded type. Cables & Accessories manufacturers shall be as MOLEX, SIEMON, GIGANET, APC or TRIPPLITE</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. The cable provision here shall cater for all Data/Voice & Security points)	No.	22		
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" for Security/Others)	No.	140		
E1.04.05	3 Meter Factory terminated CAT6A 4 Pair-STP RJ 45- RJ 45 patch cords to be used at the user/workstation end	No.	118		
E1.04.06	Allow for all other 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/user equipment and to the patch panels and to the switch equipment inclusive of RJ45 plugs and jackets.	No.	140		
	TOTAL CARRIED FORWARD				

ITEM	DESCRIPTION	UNIT.	QTY.	RATE.	AMOUNT in KES.
	TOTAL BROUGHT FORWARD				
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! <i>The testing equipment shall be FLUKE DSX 8000 series and the FLUKE TEST results SHALL be generated using the latest linkware VERSION.</i>	Item	1		
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.	5		
E1.04.11	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.	Item	1		
E1.04.12	12x LC Duplex, 24 Fibers OM4 Multimode Fiber Adapter Panel c/w preloaded LC Connectors	No.	2		
E1.04.13	OM4 50/125µm LC-LC Fiber Patch Cords	No.	24		
E1.04.14	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	150		
E1.04.15	48 port Gigabit POE Managed Switch, 10/100/1000 Mbps, POE+, 2 X 10G SFP+ ports supplied c/w 2 No. SFP+ modules, and 370W PoE Power Budget. The switch shall support Layer 3 applications, and shall be complete with all other features and accessories as the reference model listed here. See Cisco 2960-XR Series Model No. WS-C2960XR-48LPD-I for reference. The Cisco switch shall be registered to IRA (to be confirmed with Cisco using Switch Serial No.) and shall come with Cisco SMARTnet support paid up for 3 Years (support shall be during business days only).	No.	3		
E1.04.16	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 Cisco Catalyst 9115I Model No. C9115AXI-S for reference.	No.	3		
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.
	<p><u>BILL NO. 5 ELECTRICAL & IT SERVICES</u></p> <p><u>FIRE ALARM SYSTEM INSTALLATIONS</u></p>				
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. Accessories /equipment MANUFACTURER shall be MENVIER CONVENTIONAL SYSTEM.</p> <p><u>Supply, Install, Configure, Test and Commission the following:</u></p> <p><u>Main Fire Alarm Panel</u></p> <p>Note: This Main Fire Alarm Panel shall be provided c/w modules for linking to the access control system for fail safe operation during emergencies and to the main building's addressable system for remote alarm monitoring.</p>				
E1.05.01	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.	No.	1		
E1.05.02	Allow a SUM for disconnection, shifting and reconnection of the existing 8 No. detectors within the new floor fitout linked to the Zep-Re main fire alarm panel from the slab to the new ceiling,	Item	1		
	<u>Fire Tuff 200 Wiring</u>				
E1.05.03	Smoke/Heat detector points wired in 1.5 sq.mm FIRE TUFF single core copper cables drawn in wire ways provided elsewhere with links to the fire alarm panel - wiring to be done in accordance with zoning requirements.	No.	10		
E1.05.04	Ditto but for Manual Call Points.	No.	4		
E1.05.05	Fire alarm Sounder points wired in 2.5 mm ² FIRE TUFF single core copper cables ditto.	No.	4		
	<u>Fittings and Accessories</u>				
E1.05.06	Conventional fire alarm manual call point as MENVIER MBG914 accessorized with mounting Bezels for MBG Call points as MBGBEZ and MBGHinged Cover as MBGHCC.	No.	4		
E1.05.07	Conventional fire alarm Sounder/Beacon with shallow base-Red as MENVIER MCD524/SB.	No.	4		
E1.05.08	Conventional Photo-thermal Smoke detector complete with base as MENVIER MPT951.	No.	10		
	TOTAL CARRIED TO COLLECTION PAGE 1.				

ITEM	DESCRIPTION	UNIT	QTY	RATE.	AMOUNT in KES.
	<u>BILL NO. 6 ELECTRICAL & IT SERVICES</u> <u>AUDIO-VISUAL SYSTEM INSTALLATIONS</u>				
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 rates here shall include for all other required cabling (HDMI, Power, HDCI etc. as required to interconnect all the systems described here. No claim in this regard shall be entertained.</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 wall 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 Commercial Display Screen. The screen shall have the following features: Brightness(Typ.) : 500 cd/m ² , 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 c/w wall mounting accessories 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 1.8m, 1 CAT 6A LAN 3.6m, 1 CAT 6A SHLD 25ft, 1 HDCI 6ft, 1 HDCI Mini 3m, Power: UK-Type G, BS 1363. and wall mount set.	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. 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. This system shall be linked with the Poly G7500 system specified above. (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 6A 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/m ² , 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	All-In-One video conferencing system c/w 4K Video Conferencing, Collaboration and Wireless Presentation capabilities for Meeting Room 2 as the Polycom Poly STUDIO X50 complete with the TC8 table top touch display.	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.	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 SERVICES</u></p> <p><u>UNINTERRUPTIBLE POWER SUPPLY (UPS) 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 "Triplite"</p>	No.	1		
	TOTAL CARRIED TO COLLECTION PAGE 1.				

COLLECTION PAGE 1

ELECTRICAL & IT SERVICES INSTALLATIONS BILL OF QUANTITIES

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 INSTALLATIONS	
BILL NO. 5	FIRE ALARM SYSTEM INSTALLATIONS	
BILL NO. 6	AUDIO-VISUAL SYSTEM INSTALLATIONS	
BILL NO. 7	UNINTERRUPTIBLE POWER SUPPLY (UPS) SYSTEM INSTALLATIONS	
	TOTAL FOR ELECTRICAL & IT SERVICES INSTALLATIONS (Inclusive of 16% VAT)	

MEP SECTION 2: HEATING, VENTILATION & AIR CONDITIONING SERVICES INSTALLATIONS

ITEM	DESCRIPTION	UNIT.	QTY.	RATE.	AMOUNT in KES.
	<u>MECHANICAL VENTILATION AND AIR CONDITIONING INSTALLATIONS</u>				
AC.01.00	<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 <u>10.6kW</u> , 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 Room 1).	No.	1		
AC.01.02	Single Split inverter type <u>Ceiling Cassette</u> air condition equipment of Nominal Capacity Rating <u>7.1kW</u> ; Ditto. (For Meeting Room 2)	No.	1		
AC.01.03	Single Split inverter type <u>High Wall</u> air condition equipment of Nominal Capacity Rating <u>2.8kW</u> ; 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	Single Phase Monitor / Voltage Surge Protection Device for split outdoor unit.	No.	3		
AC.01.07	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	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 TO MAIN SUMMARY PAGE.				

MEP SECTION 3: PLUMBING, DRAINAGE & FIRE FIGHTING SERVICES INSTALLATIONS

ITEM	DESCRIPTION	UNIT.	QTY.	RATE.	AMOUNT in KES.
PART 1	<u>SANITARYWARE & EQUIPMENT INSTALLATIONS</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 HANSGRÖHE LOGIS 160 Ref # 71832000 and complete with a set of 1/2" x 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.	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	<i>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.</i>				
	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 FIREFIGHTING EQUIPMENT</u>				
P.04.00	<i>Supply all the listed materials and equipment complete, and install the Fire Fighting System.</i>				
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 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	DESCRIPTION	AMOUNT (IN KES)
P.00	PRELIMINARIES AND GENERAL ITEMS	
E1.00	MEP SECTION 1: ELECTRICAL & IT SERVICES INSTALLATIONS	
AC.00	MEP SECTION 2: HEATING, VENTILATION & AIR CONDITIONING SERVICES INSTALLATIONS	
PD.00	MEP SECTION 3: PLUMBING, DRAINAGE & FIRE FIGHTING SERVICES INSTALLATIONS	
TOTAL FOR MEP SERVICES INSTALLATIONS (Inclusive of 16% VAT)		

State Total Amount in Words:

State Details of Sub-contractors for MEP Works i.e. Name of Firm and Year of Incorporation :

Electrical Services Installations:

IT Services Installations:

HVAC Services Installations:

Plumbing, Drainage & Firefighting Services Installations:

Main Contractor's Signature & Stamp:

Date: