

NAIROBI CITY COUNTY GOVERNMENT



LANDS SUB SECTOR

STANDARD TENDER DOCUMENT FOR

SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF 3NO NEW PASSENGER LIFT TO NAIROBI CITY COUNTY CITY HALL ANNEX

TENDER NO . NCC/LANDS/T/069/2024-2025

CLOSING DATE: 31ST OCTOBER AT 12:00 NOON.

MAIN CITY HALL
Telegraphic Address
HALL ANNEX
Telephone 020 2216151
Email: nairobiprocurement@gmail.com
Web: www.nairobi.go.ke

NAIROBI CITY COUNTY CITY
City Hall Buildings
P O Box 30075-00100
Nairobi, Kenya

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NAIROBI CITY NAIROBI CITY COUNTY CITY HALL



P. O. BOX 30075 – 00100, NAIROBI – KENYA
Telephone 020 2216151
Web: www.nairobi.go.ke

ANNUAL TENDER NOTICE

The NAIROBI CITY COUNTY GOVERNMENT invites eligible competent bidders for the following tender: -

TENDER NO.	Tender Item Description for Financial Year 2024–2025
NCC/LANDS/T/069/2024-2025	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF 3NO NEW PASSENGER LIFT TO NAIROBI CITY COUNTY CITY HALL ANNEX

Tender documents with detailed specifications of the required goods and services may be obtained from the Procurement Office, Main City Hall Building, Fourth Floor, Room 400 upon payment of a non-refundable fee of Kshs. 1,000 paid to Nairobi City NAIROBI CITY COUNTY CITY HALL ANNEX's Account at the Co-operative Bank of Kenya, City Hall Branch, Account Number 01141232417500 or downloaded free of

charge from the NAIROBI CITY COUNTY CITY HALL ANNEX website: www.nairobi.go.ke or Public Procurement Information Portal: www.tenders.go.ke

Completed tender documents must be submitted in enclosed plain sealed envelopes, clearly marked with the **Tender Number** and written, “**SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF 3NO NEW PASSENGER LIFT TO NAIROBI CITY COUNTY CITY HALL ANNEX**” and be deposited in the tender box situated at **Nairobi City NAIROBI CITY COUNTY MAIN CITY HALL premises, located at Mama Ngina street, 4th Floor, Room 400**, so as to be received on or before ...**31st October, 2024 12.00 noon.**

Opening of tenders documents will take place immediately thereafter at the **Procurement Office, Main City Hall Building – Room 400 at 12.00 noon** in the presence of the candidates’ representatives who choose to be present.

Tenders should be addressed to:-

**DIRECTOR SUPPLY CHAIN MANAGEMENT
NAIROBI CITY COUNTY
MAIN CITY HALL
P. O. BOX 3005 – 00100,
NAIROBI - KENYA**

SECTION I

INVITATION TO TENDER

DATE: 17th October,2024

TENDER REF NO : NCC/LANDS/T/069/2023-2024

TENDER NAME : SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF 3NO NEW PASSENGER LIFT TO NAIROBI CITY COUNTY CITY HALL ANNEX

- 1.1 The NAIROBI CITY COUNTY GOVERNMENT invites sealed bids from eligible candidates for SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF 3NO NEW PASSENGER LIFT TO NAIROBI CITY COUNTY CITY HALL ANNEX
 - 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at Nairobi City COUNTY Main CITY HALL premises, located at Mama Ngina Street, City Hall Procurement Office Room 400, Fourth Floor, as from 8am – 1pm and 2pm – 5pm, week days as from Monday to Friday (excluding public holidays).
 - 1.3 A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of Kshs. 1,000 paid to Nairobi City County Account at the Co-operative Bank of Kenya, City Hall Branch, Account Number 01141232417500 or downloaded free of charge from the NAIROBI CITY COUNTY MAIN CITY HALL website: www.nairobi.go.ke or Public Procurement Information Portal: www.tenders.go.ke
 - 1.4 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for **120 days** from the closing date of the tender.
 - 1.5 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited at the Nairobi City COUNTY Main CITY HALL premises at Mama Ngina street, City Hall, 4th floor, inside room 400 or be addressed to The Director , Supply Chain Management of NAIROBI CITY COUNTY GOVERNMENT, P.O. Box 3005-00100 Nairobi, as to be received on or before 31st October,2024, 12.00 noon.
- Site visit will be held on 22nd October, 2024 at 1400 hours at City Hall Annex ground floor.
- 1.6 Tenders will be opened immediately thereafter in the presence of the candidates representatives who choose to attend at Procurement Office, Main City Hall at 12.00noon.

THE DIRECTOR
SUPPLY CHAIN MANAGEMENT
P. O. BOX 3005 – 00100,
NAIROBI - KENYA

SECTION II
INSTRUCTIONS TO TENDERERS

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INSTRUCTION TO TENDERERS

Note: The Tenderer must comply with the following conditions and instructions and failure to do so is liable to result in rejection of the tender.

GENERAL

1. Definitions

- (a) **“Tenderer”** means any person or persons partnership firm or company submitting a sum or sums in the Bills of Quantities in accordance with the Instructions to Tenderers, Conditions of Contract Parts I and II, Specifications, Drawings and Bills of Quantities for the work contemplated, acting directly or through a legally appointed representative.
- (b) **“Approved Tenderer”** means the Tenderer who is approved by the Employer.
- (c) Any noun or adjective derived from the word **“tender”** shall be read and construed to mean the corresponding form of the noun or adjective **“bid”**. Any conjugation of the verb “tender” shall be read and construed to mean the corresponding form of the verb “bid.”
- (d) **“Employer”** means a Central Government Ministry, Local Authority, State Corporation or any other Public Institution.

2. Eligibility and Qualification Requirements

- 2.1 This invitation to tender is open to all tenderers registered to provide lifts installation works..
- 2.2 To be eligible for award of Contract, the Tenderer shall provide evidence satisfactory to the Employer of their eligibility under Sub clause 2.1 above and of their capability and adequacy of resources to effectively carry out the subject Contract. To this end, the Tenderer shall be required to provide the following information during tendering.
 - (a) Details of experience and past performance of the Tenderer on the works of a similar nature within the past five years and details of current work on hand and other contractual commitments.
 - (b) The qualifications and experience of key personnel proposed for administration and execution of the contract, both on and off site
 - (c) Major items of construction plant and equipment proposed for use in carrying out the Contract. Only reliable plant in good working order and suitable for the work required of it shall be shown on this schedule. The Tenderer will also indicate on this schedule when each item will be available on the Works. Included also should be a schedule of plant, equipment and material to be imported for the purpose of the Contract, giving details of make, type, origin and CIF value as appropriate.

- (d) Details of subcontractors to whom it is proposed to sublet any portion of the Contract and for whom authority will be requested for such subletting in accordance with clause 4 of the Conditions of Contract.
- (e) A draft Program of Works in the form of a bar chart and Schedule of Payment which shall form part of the Contract if the tender is accepted. Any change in the Program or Schedule shall be subjected to the approval of the Engineer.
- (f) Details of any current litigation or arbitration proceedings in which the Tenderer is involved as one of the parties.

2.3 Joint Ventures

Tenders submitted by a joint venture of two or more firms as partners shall comply with the following requirements:-

- (a) The tender, and in case of a successful tender, the Form of Agreement, shall be signed so as to be legally binding on all partners.
- (b) One of the partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.
- (c) The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the Contract including payment shall be done exclusively with the partner in charge.
- (d) All partners of the joint venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under (b) above as well as in the Form of Tender and the Form of Agreement (in case of a successful tender).
- (e) A copy of the agreement entered into by the joint venture partners shall be submitted with the ten

3. Cost of Tendering

The tenderer shall bear all costs associated with the preparation and submission of his tender and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

4. Site Visit

- 4.1 The tenderer is advised to visit and examine the Site and its surroundings and obtain for himself on his own responsibility, all information that may be necessary for preparing the tender and entering into a contract. The costs of visiting the Site shall be the tenderer's own responsibility.
- 4.2 The tenderer and any of his personnel or agents will be granted permission by the Employer to enter upon premises and lands for the purpose of such inspection, but only upon the express condition that the tenderer, his personnel or agents, will release and indemnify the Employer from and against all liability in respect of, and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to

property and any other loss, damage, costs and expenses however caused, which but for the exercise of such permission, would not have arisen.

- 4.3 The Employer shall organize a site visit at a date to be notified. A representative of the Employer will be available to meet the intending tenderers at the Site.

Tenderers must provide their own transport. The representative will not be available at any other time for site inspection visits.

Each tenderer shall complete the Certificate of Tenderer's Visit to the Site, whether he in fact visits the Site at the time of the organized site visit or by himself at some other time.

TENDER DOCUMENTS

5. Tender Documents

- 5.1 The Tender documents comprise the documents listed here below and should be read together with any Addenda issued in accordance with Clause 7 of these instructions to tenderers.

- a. Form of Invitation for Tenders
- b. Instructions to Tenderers
- c. Form of Tender
- d. Appendix to Form of Tender
- e. Form of Tender Surety
- f. Statement of Foreign Currency Requirements
- g. Form of Performance Security
- h. Form of Agreement
- i. Form of Advance payment Bank Guarantee
- j. Schedules of Supplementary Information
- k. General Conditions of Contract – Part I
- l. Conditions of Particular Application – Part II
- m. Specifications
- n. Bills of Quantities
- o. Drawings

- 5.2 The tenderer is expected to examine carefully all instructions, conditions, forms, terms, specifications and drawings in the tender documents. Failure to comply with the requirements for tender submission will be at the tenderer's own risk. Pursuant to clause 22 of Instructions to Tenderers, tenders which are not substantially responsive to the requirements of the tender documents will be rejected.

- 5.3 All recipients of the documents for the proposed Contract for the purpose of submitting a tender (whether they submit a tender or not) shall treat the details of the documents as "private and confidential".

6. Clarification of Tender Documents

A prospective tenderer requiring any clarification of the tender documents may notify the Employer in writing or by telex, cable or facsimile at the Employer's mailing address indicated in the Invitation to Tender. The Employer will respond in writing to any request for clarification which he receives earlier than 28 days prior to the deadline for the submission of tenders. Written copies of the Employer's response (including the query but without identifying the source of the inquiry) will be sent to all prospective tenderers who have purchased the tender documents.

7. Amendment of Tender Documents

- 7.1 At any time prior to the deadline for submission of tenders the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective tenderer, modify the tender documents by issuing Addenda.
- 7.2 Any Addendum will be notified in writing or by cable, telex or facsimile to all prospective tenderers who have purchased the tender documents and will be binding upon them.
- 7.3 If during the period of tendering, any circular letters (tender notices) shall be issued to tenderers by, or on behalf of, the Employer setting forth the interpretation to be placed on a part of the tender documents or to make any change in them, such circular letters will form part of the tender documents and it will be assumed that the Tenderer has taken account of them in preparing his tender. The Tenderer must promptly acknowledge any circular letters he may receive.
- 7.4 In order to allow prospective tenderers reasonable time in which to take the Addendum into account in preparing their tenders, the Employer may, at his discretion, extend the deadline for the submission of tenders.

PREPARATION OF TENDERS

8. Language of Tender

- 8.1 The tender and all correspondence and documents relating to the tender exchanged between the Tenderer and the Employer shall be written in the English language. Supporting documents and printed literature furnished by the Tenderer with the tender may be in another language provided they are accompanied by an appropriate translation of pertinent passages in the above stated language. For the purpose of interpretation of the tender, the English language shall prevail.

9. Documents Comprising the Tender

- 9.1 The tender to be prepared by the Tenderer shall comprise: the Form of Tender and Appendix thereto, a Tender Surety, the Priced Bills of Quantities and Schedules, the information on eligibility and qualification, and any other materials required to be completed and submitted in accordance with the Instructions to Tenderers embodied in these tender documents. The Forms, Bills of Quantities and Schedules provided in the tender documents shall be used without exception (subject to extensions of the schedules in the same format and to the provisions of clause 13.2 regarding the alternative forms of Tender Surety).

10. Tender Prices

- 10.1 All the insertions made by the Tenderer shall be made in INK and the Tenderer shall clearly form the figures. The relevant space in the Form of Tender and Bills of Quantities shall be completed accordingly without interlineations or erasures except those necessary to correct errors made by the Tenderer in which case the erasures and interlineations shall be initialed by the person or persons signing the tender.
- 10.2 A price or rate shall be inserted by the Tenderer for every item in the Bills of Quantities whether the quantities are stated or not items against which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and

shall be deemed covered by the rates for other items and prices in the Bills of Quantities.

The prices and unit rates in the Bills of Quantities are to be the full [all-inclusive] value of the work described under the items, including all costs and expenses which may be necessary and all general risks, liabilities and obligations set forth or implied in the documents on which the tender is based. All duties and taxes and other levies payable by the Contractor under the Contract or for any other cause as of the date 28 days prior to the deadline for the submission of tenders, shall be included in the rates and prices and the total tender prices submitted by the Tenderer.

Each price or unit rate inserted in the Bills of Quantities should be a realistic estimate for completing the activity or activities described under that particular item and the Tenderer is advised against inserting a price or rate against any item contrary to this instruction.

Every rate entered in the Bills of Quantities, whether or not such rate be associated with a quantity, shall form part of the Contract. The Employer shall have the right to call for any item of work contained in the Bills of Quantities, and such items of work to be paid for at the rate entered by the Tenderer and it is the intention of the Employer to take full advantage of unbalanced low rates.

- 10.3 Unless otherwise specified the Tenderer must enter the amounts representing 10% of the sub-total of the summary of the Bills of Quantities for Contingencies and Variation of Prices [V.O.P.] payments in the summary sheet and add them to the sub-total to arrive at the tender amount.
- 10.4 The Tenderer shall furnish with his tender written confirmation from his suppliers or manufacturers of unit rates for the supply of items listed in the Conditions of Contract clause 47 where appropriate.
- 10.5 The rates and prices quoted by the tenderers are subject to adjustment during the performance of the Contract only in accordance with the provisions of the Conditions of Contract. The Tenderer shall complete the schedule of basic rates and shall submit with his tender such other supporting information as required under clause 47 of the Conditions of Contract Part II.

CURRENCIES OF TENDER AND PAYMENT

11. Tenders shall be priced in Kenya Shillings and the tender sum shall be in Kenya Shillings.
 - 11.1 Tenderers are required to indicate in the Statement of Foreign Currency Requirements, which forms part of the tender, the foreign currency required by them. Such currency should generally be the currency of the country of the Tenderer's main office. However, if a substantial portion of the Tenderer's expenditure under the Contract is expected to be in countries other than his country of origin, then he may state a corresponding portion of the contract price in the currency of those other countries. However, the foreign currency element is to be limited to two (2) different currencies and a maximum of 30% (thirty percent) of the Contract Price.
 - 11.2 The rate of rates of exchange used for pricing the tender shall be selling rate or rates of the Central Bank ruling on the date thirty (30) days before the final date for the submission of tenders.
 - 11.3 Tenderers must enclose with their tenders, a brief justification of the foreign currency requirements stated in their tenders.

12. Tender Validity

- 12.1 The tender shall remain valid and open for acceptance for a period of one hundred and twenty (120) days from the specified date of tender opening or from the extended date of tender opening (in accordance with clause 7.4 here above) whichever is the later.
- 12.2 In exceptional circumstances prior to expiry of the original tender validity period, the Employer may request the Tenderer for a specified extension of the period of validity. The request and the responses thereto shall be made in writing or by cable, telex or facsimile. A Tenderer may refuse the request without forfeiting his Tender Surety. A Tenderer agreeing to the request will not be required nor permitted to modify his tender, but will be required to extend the validity of his Tender Surety correspondingly.

13. Tender Surety

- 13.1 The Tenderer shall furnish as part of his tender, a Tender Surety in the amount stated in the Appendix to Instructions to Tenderers.
- 13.2 The unconditional Tender Surety shall be in Kenya Shillings and be in form of a certified cheques, a bank draft, an irrevocable letter of credit or a guarantee from a reputable Bank approved by the Employer located in the Republic of Kenya.

The format of the Surety shall be in accordance with the sample form of Tender Surety included in these tender documents; other formats may be permitted subject to the prior approval of the Employer. The Tender Surety shall be valid for twenty eight (28) days beyond the tender validity period.

- 13.3 Any tender not accompanied by an acceptable Tender Surety will be rejected by the Employer as non-responsive.
- 13.4 The Tender Sureties of unsuccessful tenderers will be returned as promptly as possible but not later than twenty eight (28) days after concluding the Contract execution and after a Performance Security has been furnished by the successful Tenderer. The Tender Surety of the successful Tenderer will be returned upon the Tenderer executing the Contract and furnishing the required Performance Security.
- 13.5 The Tender Surety may be forfeited:
- (a) if a Tenderer withdraws his tender during the period of tender validity: or
 - (b) in the case of a successful Tenderer, if he fails
 - (i) to sign the Agreement, or
 - (ii) to furnish the necessary Performance Security
 - (c) if a Tenderer does not accept the correction of his tender price pursuant to clause 23.

14. No Alternative Offers

- 14.1 The Tenderer shall submit an offer which complies fully with the requirements of the tender documents.

Only one tender may be submitted by each Tenderer either by himself or as partner in a joint venture.

14.2 The Tenderer shall not attach any conditions of his own to his tender. The tender price must be based on the tender documents. The Tenderer is not required to present alternative construction options and he shall use without exception, the Bills of Quantities as provided, with the amendments as notified in tender notices, if any, for the calculation of his tender price.

Any Tenderer who fails to comply with this clause will be disqualified.

15. Pre-Tender Meeting

15.1 The Tenderer's designated representative is invited to attend a pre-tender meeting, which if convened, will take place at the venue and time stated in the Invitation to Tender. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

15.2 The Tenderer is requested as far as possible to submit any questions in writing or by cable, to reach the Employer not later than seven days before the meeting. It may not be practicable at the meeting to answer questions received late, but questions and responses will be transmitted in accordance with the following:

- (a) Minutes of the meeting, including the text of the questions raised and the responses given together with any responses prepared after the meeting, will be transmitted without delay to all purchasers of the tender documents. Any modification of the tender documents listed in --Clause 9 which may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of a tender notice pursuant to Clause 7 and not through the minutes of the pre-tender meeting.
- (b) Non-attendance at the pre-tender meeting will not be cause for disqualification of a bidder.

16. Format and Signing of Tenders

16.1 The Tenderer shall prepare his tender as outlined in clause 9 above and mark appropriately one set "ORIGINAL" and the other "COPY".

16.2 The copy of the tender and Bills of Quantities shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. Proof of authorization shall be furnished in the form of the written power of attorney which shall accompany the tender. All pages of the tender where amendments have been made shall be initialed by the person or persons signing the tender.

16.3 The complete tender shall be without alterations, interlineations or erasures, 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.

SUBMISSION OF TENDERS

17. Sealing and Marking of Tenders

17.1 The Tenderer shall seal the original and copy of the tender in separated envelopes, duly marking the envelopes as "ORIGINAL" and "COPY". The envelopes shall then be sealed in an outer envelope.

17.2 The inner and outer envelopes shall be addressed to the Employer at the address stated in the Appendix to Instructions to Tenderers and bear the name and

identification of the Contract stated in the said Appendix with a warning not to open before the date and time for opening of tenders stated in the said Appendix.

- 17.3 The inner envelopes shall each indicated the name and address of the Tenderer to enable the tender to be returned unopened in case it is declared “late”, while the outer envelope shall bear no mark indicating the identity of the Tenderer.
- 17.4 If the outer envelope is not sealed and marked as instructed above, the Employer will assume no responsibility for the misplacement or premature opening of the tender. A tender opened prematurely for this cause will be rejected by the Employer and returned to the Tenderer.

18 Deadline for Submission of Tenders

- 18.1 Tenders must be received by the Employer at the address specified in clause 17.2 and on the date and time specified in the Letter of Invitation, subject to the provisions of clause 7.4, 18.2 and 18.3.

Tenders delivered by hand must be placed in the “tender box” provided in the office of the Employer.

Proof of posting will not be accepted as proof of delivery and any tender delivered after the above stipulated time, from whatever cause arising will not be considered.

- 18.2 The Employer may, at his discretion, extend the deadline for the submission of tenders through the issue of an Addendum in accordance with clause 7, in which case all rights and obligations of the Employer and the tenderers previously subject to the original deadline shall thereafter be subject to the new deadline as extended.
- 18.3 Any tender received by the Employer after the prescribed deadline for submission of tender will be returned unopened to the Tenderer.

19 Modification and Withdrawal of Tenders

- 19.1 The tenderers may modify or withdraw his tender after tender submission, provided that written notice of the modification or withdrawal is received by the Employer prior to prescribed deadline for submission of tenders.
- 19.2 The tenderers modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions for
- The submission of tenders, with the inner and outer envelopes additionally marked “MODIFICATION” or “WITHDRAWAL” as appropriate.
- 19.3 No tender may be modified subsequent to the deadline for submission of tenders.
- 19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the period of tender validity specified on the tender form. Withdrawal of a tender during this interval will result in the forfeiture of the Tender Surety.
- 19.5 Subsequent to the expiration of the period of tender validity prescribed by the Employer, and the tenderer having not been notified by the Employer of the award of the Contract or the tenderer does not intend to conform with the request of the Employer to extend the prior of tender validity, the tenderer may withdraw his tender without risk of forfeiture of the Tender Surety.

TENDER OPENING AND EVALUATION

20 Tender Opening

- 20.1 The Employer will open the tenders in the presence of the tenderers' representatives who choose to attend at the time and location indicated in the Letter of Invitation to Tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 20.2 Tenders for which an acceptable notice of withdrawal has been submitted, pursuant to clause 19, will not be opened. The Employer will examine the tenders to determine whether they are complete, whether the requisite Tender Sureties have been furnished, whether the documents have been properly signed and whether the tenders are generally in order.
- 20.3 At the tender opening, the Employer will announce the tenderer's names, total tender price, tender price modifications and tender withdrawals, if any, the presence of the requisite Tender Surety and such other details as the Employer, at his discretion, may consider appropriate. No tender shall be rejected at the tender opening except for late tenders.
- 20.4 The Employer shall prepare minutes of the tender opening including the information disclosed to those present.
- 20.5 Tenders not opened and read out at a tender opening shall not be considered further for evaluation, irrespective of the circumstances.

21 Process to be Confidential

- 21.1 After the public opening of tenders, information relating to the examination, clarification, evaluation and comparisons of tenders and recommendations concerning the award of Contract shall not be disclosed to tenderers or other persons not officially concerned with such process until the award of Contract is announced.
- 21.2 Any effort by a tenderer to influence the Employer in the process of examination, evaluation and comparison of tenders and decisions concerning award of Contract may result in the rejection of the tenderer's tender.

22 Clarification of Tenders

- 22.1 To assist in the examination, evaluation and comparison of tenders, the Employer may ask tenderers individually for clarification of their tenders, including breakdown of unit prices. The request for clarification and the response shall be in writing or by cable, facsimile or telex, but no change in the price or substance of the tender shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered by the employer during the evaluation of the tenders in accordance with clause 24.
- 22.2 No Tenderer shall contact the Employer on any matter relating to his tender from the time of the tender opening to the time the Contract is awarded. If the tenderer wishes to bring additional information to the notice of the Employer, he shall do so in writing.

23 Determination of Responsiveness

- 23.1 Prior to the detailed evaluation of tenders, the Employer will determine whether each tender is substantially responsive to the requirements of the tender documents.
- 23.2 For the purpose of this clause, a substantially responsive tender is one which conforms to all the terms, conditions and specifications of the tender documents without material deviation or reservation and has a valid bank guarantee. A material deviation or reservation is one which affects in any substantial way the scope, quality, completion timing or administration of the Works to be undertaken by the tenderer under the Contract, or which limits in any substantial way, inconsistent with the tender documents, the Employer's rights or the tenderers obligations under the Contract and the rectification of which would affect unfairly the competitive position of other tenderers who have presented substantially responsive tenders.
- 23.3 Each price or unit rate inserted in the Bills of Quantities shall be a realistic estimate of the cost of completing the works described under the particular item including allowance for overheads, profits and the like. Should a tender be seriously unbalanced in relation to the Employer's estimate of the works to be performed under any item or groups of items, the tender shall be deemed not responsive.
- 23.4 A tender determined to be not substantially responsive will be rejected by the Employer and may not subsequently be made responsive by the tenderer by correction of the non-conforming deviation or reservation.

24 Correction of Errors

Tenders determined to be substantially responsive shall be checked by the Employer for any arithmetic errors in the computations and summations. Errors will be corrected by the Employer as follows:

- (a) Where there is a discrepancy between the amount in figures and the amount in words, the amount in words will govern.
- (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will prevail, unless in the opinion of the Employer, there is an obvious typographical error, in which case adjustment will be made to the entry containing that error.
- (c) The amount stated in the tender will be adjusted in accordance with the above procedure for the correction of errors and, with concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount, the tender may be rejected and the Tender Security may be forfeited in accordance with clause 13.

25 Conversion to Single Currency

- 25.1 For compensation of tenders, the tender price shall first be broken down into the respective amounts payable in various currencies by using the selling rate or rates of the Central Bank of Kenya ruling on the date twenty eight (28) days before the final date for the submission of tenders.
- 25.2 The Employer will convert the amounts in various currencies in which the tender is payable (excluding provisional sums but including Day works where priced competitively) to Kenya Shillings at the selling rates stated in clause 25.1.

26 Evaluation and Comparison of Tenders

- 26.1 The Employer will evaluate only tenders determined to be substantially responsive to the requirements of the tender documents in accordance with clause 23.
- 26.2 In evaluating tenders, the Employer will determine for each tender the evaluated tender price by adjusting the tender price as follows:
- (a) Making any correction for errors pursuant to clause 24.
 - (b) Excluding Provisional Sums and provision, if any, for Contingencies in the Bills of Quantities, but including Day works where priced competitively.
- 26.3 The Employer reserves the right to accept any variation, deviation or alternative offer. Variations, deviations, alternative offers and other factors which are in excess of the requirements of the tender documents or otherwise result in the accrual of unsolicited benefits to the Employer, shall not be taken into account in tender evaluation.
- 26.4 Price adjustment provisions in the Conditions of Contract applied over the period of execution of the Contract shall not be taken into account in tender evaluation.
- 26.5 If the lowest evaluated tender is seriously unbalanced or front loaded in relation to the Employer's estimate of the items of work to be performed under the Contract, the Employer may require the Tenderer to produce detailed price analyses for any or all items of the Bills of Quantities, to demonstrate the relationship between those prices, proposed construction methods and schedules. After evaluation of the price analyses, the Employer may require that the amount of the Performance Security set forth in clause 29 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of subsequent default of the successful Tenderer under the Contract.
- 26.6 Firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias provided that they do not sub-contract work valued at more than 50% of the Contract Price excluding Provisional Sums to a non-indigenous sub-contractor.

AWARD OF CONTRACT

27 Award

- 27.1 Subject to clause 27.2, the Employer will award the Contract to the Tenderer whose tender is determined to be substantially responsive to the tender documents and who has offered the lowest evaluated tender price subject to possessing the capability and resources to effectively carry out the Contract Works.
- 27.2 The Employer reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders, at any time prior to award of Contract, without thereby incurring any liability to the affected tenderers or any obligation to inform the affected tenderers of the grounds for the Employer's action.

28 Notification of Award

- 28.1 Prior to the expiration of the period of tender validity prescribed by the Employer, the Employer will notify the successful Tenderer by cable, telefax or telex and confirmed in writing by registered letter that his tender has been accepted. This letter (hereinafter and in all Contract documents called “Letter of Acceptance”) shall name the sum (hereinafter and in all Contract documents called “the Contract Price”) which the Employer will pay to the Contractor in consideration of the execution and completion of the Works as prescribed by the Contract.
- 28.2 Notification of award will constitute the formation of the Contract.
- 28.3 Upon the furnishing of a Performance Security by the successful Tenderer, the unsuccessful tenderers will promptly be notified that their tenders have been unsuccessful.
- 28.4 Within twenty one [21] days of receipt of the form of Contract Agreement from the Employer, the successful Tenderer shall sign the form and return it to the Employer together with the required Performance Security.

29 Performance Guarantee

- 29.1 Within twenty one [21] days of receipt of the notification of award from the Employer, the successful Tenderer shall furnish the Employer with a Performance Security in an amount stated in the Appendix to Instructions to Tenderers.
- 29.2 The Performance Security to be provided by the successful Tenderer shall be an unconditional Bank Guarantee issued at the Tenderer’s option by an established and a reputable Bank approved by the Employer and located in the Republic of Kenya and shall be divided into two elements performance security payable in foreign currencies (based upon the exchange rates determined in accordance with clause 35.4 of the Conditions of Contract) and a performance security payable in Kenya Shillings. The value of the two securities shall be in the same proportions of foreign and local currencies as requested in the form of foreign currency requirements.
- 29.3 Failure of the successful Tenderer to lodge the required Performance Security shall constitute a breach of Contract and sufficient grounds for the annulment of the award and forfeiture of the Tender Security and any other remedy under the Contract the Employer may award the Contract to the next ranked Tenderer.

30 Advance Payment

An advance payment, if approved by the Employer, shall be made under the Contract, if requested by the Contractor, in accordance with clause 33.1 of the Conditions of Contract. The Advance Payment Guarantee shall be denominated in the proportion and currencies named in the form of foreign currency requirements. For each currency, a separate guarantee shall be issued. The guarantee shall be issued by a bank located in the Republic of Kenya, or a foreign bank through a correspondent bank located in the Republic of Kenya, in either case subject to the approval of the Employer.

APPENDIX TO INSTRUCTIONS TO TENDERERS

1. CLAUSE 2.1

Change to read, “This invitation to tender is open to all tenderers in the category specified.”

2. ADD TO CLAUSE 4.1

The Site is **located in NAIROBI CITY COUNTY MAIN CITY HALL**

3. OMIT

Clauses 4.3, 5.1 (a), (d), (f), (h), (i), (j), 10.3, 10.4, 11.2, 11.3, 11.4, 15, 25, 26.6,

4. ADD TO CLAUSE 13.1

Amount of Tender Security is **Kshs 215,000.00**
(Validity period – 150 days)

5. ADD TO CLAUSE 13.2

Tender security to be valid for 30 days beyond Tender Validity period of 120 days

6. CLAUSE 17.1

Only original tender document to be submitted

7. CLAUSE 17.2

The name and Address of the Employer’s representative for the purposes of submission of tenders is **Governor, Nairobi County P.O BOX 30075 Nairobi**

8. CLAUSE 20

The tender opening date and time is **as stated in the advertisement.**

9. ADD TO CLAUSE 29.1

Amount of performance security will be **five cent (5%)** bank guarantee of the subcontract price.

10. ADD TO CLAUSE 29.2

Performance security shall not be divided in two elements and shall be payable in Kenya Shillings Only.

11. ADD TO CLAUSE 24

- (i) In the event of a discrepancy between the tender amount as stated in the form of tender and the corrected tender figure in the main summary of the bills of quantities the amount as stated in the form of tender shall prevail.
- (ii) The correction factor shall be computed by expressing the difference between the amount and the corrected tender sum as a percentage of the corrected sub-contact works. (i.e. corrected tender sum less PC and provisional sums)
- (iii) The error correction factor shall be applied to all sub-contract works (as a rebate or addition as the case may be) for the purposes of valuations for interim certificates and valuation of variations.

12. MODIFY CLAUSE 30

Advance payment shall be granted, upon approval by the Employer, for imported lift materials only against a bank guarantee from a local reputable bank.

13. ADD TO CLAUSE 26

TENDER EVALUATION CRITERIA

After tender opening, the tenders will be evaluated in **2 stages**, namely:

1. Preliminary Evaluation;
2. Technical Evaluation;

STAGE 1: PRELIMINARY EVALUATION

This stage of evaluation shall involve examination of the mandatory requirements as set out in the Tender Advertisement Notice or Letter of Invitation to Tender and any other conditions stated in the bid document.

These conditions shall include the following:

- i) Company Certificate of Incorporation/Registration;
- ii) Current category of Registration with National Construction Authority (NCA 4 and above in LIFT Installation Works);
- iii) Current Annual National Construction Authority Contractor's Practicing License
- iv) Current Class of Licenses with Energy and Petroleum Regulatory Authority (EPRA Class A2 and above).
- v) Valid Tax Compliance Certificate;
- vi) Compliance with Technical Specifications
- vii) Manufacturer's Authorization Letter for the LIFT being offered by the bidder.
- viii) EN81-20:2014 and EN81-50:2014 Factory compliance certification with this European code from the lift manufacturer.
- ix) Standards of manufacture
- x) Performance ratings/characteristics
- xi) Material of manufacture
- xii) Electrical power ratings;

xiii) Supplier must provide certificate of conformity for Over-speed governors, Safety Gears, Buffers, Landing Door Locking devices, car Ascending over- speed protection devices, unintended car movement protection means and electronic system in safety related applications for lifts.

xiv) All other requirements as indicated in the technical specifications of the bid.

xv) Supplier must provide certificate of conformity for Over-speed governors, Safety Gears, Buffers, Landing Door Locking devices, car Ascending over- speed protection devices, unintended car movement protection means and electronic system in safety related applications for lifts

Note:

On compliance with Technical Specifications, bidders shall supply equipment/items which comply with the technical specifications set out in the bid document. In this regard, the bidder will be required to submit relevant technical brochure/catalogues with the tender document, highlighting (using a mark-pen or highlighter) the Catalogue Number/model of the proposed items. Such brochures/ catalogues should indicate comprehensive relevant data of the proposed equipment/items which should include but not limited to the following:

- (i) Standards of manufacture;*
- (ii) Performance ratings/characteristics;*
- (iii) Material of manufacture;*
- (iv) Electrical power ratings;*
- (v) All other requirements as indicated in the technical specifications of the bid.*

The bids will then be analyzed, using the information in the technical brochures, to determine compliance with technical specifications for the works/items as indicated in the tender document. Bidders not complying with **any** of the technical specifications shall be adjudged technically non-responsive while those meeting all technical specifications shall be considered technically responsive.

The tenderer shall also fill in the Technical Schedule as specified in the tender document for Equipment and Items indicating the Country of Origin, Model/Make/Manufacturer and catalogue numbers of the Items/Equipments they propose to supply.

The tenderers who do not satisfy any of the above mandatory requirements shall be considered Non-Responsive and their tenders will not be evaluated further.

STAGE 2: TECHNICAL EVALUATION

In order to be compliant, the Tenderers shall be required;

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

The award of points considered in this section shall be as shown below:

<u>PARAMETER</u>	<u>MAXIMUM POINTS</u>
(i) Key personnel.....	12
(ii) Contract Completed in the last Five (5) years.....	9
(iii) Schedules of on-going projects.....	4
(iv) Schedules of Contractor's equipment.....	12
(v) Litigation History.....	2
TOTAL	<u>39</u>

The pass-mark under the Technical Evaluation is **28 points**.

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

TABLE 1: Assessment for Eligibility

Item	Description	Points Scored	Max. Point		
1.	Key Personnel (Attach evidence)				
	Director of the firm		4	12	
	<ul style="list-style-type: none"> • Holder of degree in relevant Engineering field-----4 • Holder of diploma in relevant Engineering field----- 3 • Holder of certificate in relevant Engineering field-----2 • Holder of trade test certificate in relevant Engineering field-----1 • No relevant certificate-----0 				
	At least 1No. degree/diploma holder of key personnel in relevant field				4
	<ul style="list-style-type: none"> • With over 10 years of relevant experience----- 4 • With over 5 years of relevant experience----- 2 • With under 5 years of relevant experience ----- 1 				
At least 1No certificate holder of key personnel in relevant field		2			
<ul style="list-style-type: none"> • With over 10 years of relevant experience----- 2 • With over 5 years of relevant experience ----- 1 • With under 5 years of relevant experience ----- 0.5 					
	At least 2No artisan (trade test certificate in relevant field)		2		
	<ul style="list-style-type: none"> • Artisan with over 10 years of relevant experience-----2 • Artisan with under 10 years of relevant experience ----- 1 • Non skilled worker with over 10 years of relevant experience-- 0 				
2.	Contracts completed in the last five (5) years (Max of 3No. Projects) - Provide Evidence		30		
	<ul style="list-style-type: none"> • Project of similar nature, complexity or magnitude----- 30 • Project of similar nature but of lower value than the one in consideration----- 20 • No completed project of similar nature----- 0 				
3.	On-going projects – Provide Evidence		10		
	<ul style="list-style-type: none"> • No Project of similar nature, complexity and magnitude ----- 10 • Three and below Projects of similar, nature complexity and magnitude ----- 5 • Four and above Projects of similar nature, complexity and magnitude ----- 3 				
4.	Schedule of contractors equipment and transport (proof or evidence of ownership/Lease)				
	a) Relevant Transport (at least 3No. each 3mks)		9	15	
	<ul style="list-style-type: none"> • Means of transport (Vehicle)----- 9 • No means of transport----- 0 				
b) Relevant Equipment (at least 6No. each 1mks)		6			
<ul style="list-style-type: none"> • Has relevant equipment for work being tendered----- 6 • No relevant equipment for work being tendered----- 0 					

Item	Description	Points Scored	Max. Point
5.	Litigation History <ul style="list-style-type: none"> • Duly Filled ----- 5 • Not filled ----- 0 		5
	TOTAL		72

Any bidder who scores 62 Points and above shall be considered for further evaluation.

SECTION III:
CONDITIONS OF CONTRACT (MAIN WORKS
CONDITIONS OF CONTRACT (MAIN WORKS)
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CONDITIONS OF CONTRACT (MAIN WORKS)

1. Definitions

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

“Bills of Quantities” means the priced and completed Bill of Quantities forming part of the tender [where applicable].

“Schedule of Rates” means the priced Schedule of Rates forming part of the tender [where applicable].

“The Completion Date” means the date of completion of the Works as certified by the Employer’s Representative.

“The Contract” means the agreement entered into by the Employer and the Contractor as recorded in the Agreement Form and signed by the parties.

“The Contractor” refers to the person or corporate body that’s 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.

“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 Employer’s Representative upon correction of defects by the Contractor.

“The Defects Liability Period” is the period named in the Appendix to Conditions of Contract and calculated from the Completion Date.

“Drawings” include calculations and other information provided or approved by the Employer’s Representative for the execution of the Contract

“Employer” includes Central or Local Government administration, Universities, Public Institutions and Corporations and 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.

“Site” means the place or places where the permanent Works are to be carried out including workshops where the same is being prepared.

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

“Employer’s Representative” is the person appointed by the Employer and notified to the Contractor for the purpose of supervision of the Works.

“Specification” means the Specification of the Works included in the Contract.

“Start Date” is the date when the Contractor shall commence execution of the Works.

“A Sub-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 the 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 Employer’s Representative which varies the Works.

“The Works” are what the Contract requires the Contractor to construct, install, and turnover to the Employer.

2. Contract Documents

2.1 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) Conditions of Contract,
- (5) Specifications,
- (6) Drawings,
- (7) Bills of Quantities or Schedule of Rates [whichever is applicable)

3. Employer's Representative's Decisions

- 3.1 Except where otherwise specifically stated, the Employer's Representative will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

4. Works, Language and Law of Contract

- 4.1 The Contractor shall construct and install the Works in accordance with the Contract documents. The Works may commence on the Start Date and shall be carried out in accordance with the Programme submitted by the Contractor, as updated with the approval of the Employer's Representative, and complete them by the Intended Completion Date.
- 4.2 The ruling language of the Contract shall be English language and the law governing the Contract shall be the law of the Republic of Kenya.

5. Safety, Temporary works and Discoveries

- 5.1 The Contractor shall be responsible for design of temporary works and shall obtain approval of third parties to the design of the temporary works where required.
- 5.2 The Contractor shall be responsible for the safety of all activities on the Site.
- 5.3 Any thing of historical or other interest or significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Employer's Representative of such discoveries and carry out the Employer's Representative's instructions for dealing with them.

6. Work Programme and Sub-contracting

- 6.1 Within seven days after Site possession date, the Contractor shall submit to the Employer's Representative for approval a programme showing the general methods, arrangements, order and timing for all the activities in the Works.
- 6.2 The Contractor may sub-contract the Works (but only to a maximum of 25 percent of the Contract Price) with the approval of the Employer's Representative. However, he shall not assign the Contract without the approval of the Employer in writing. Sub-contracting shall not alter the Contractor's obligations.

The site

- 7.1 The Employer shall give possession of all parts of the Site to the Contractor.
- 7.2 The Contractor shall allow the Employer's Representative and any other person authorized by the Employer's Representative, 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.

8. Instructions

- 8.1 The Contractor shall carry out all instructions of the Employer's Representative which are in accordance with the Contract.

9. Extension of Completion Date

- 9.1 The Employer's Representative shall extend the Completion Date if an occurrence arises which makes it impossible for completion to be achieved by the Intended Completion Date. The Employer's Representative shall decide whether and by how much to extend the Completion Date.
- 9.2 For the purposes of this Clause, the following occurrences shall be valid for consideration;

Delay by:-

- (a) force majeure, or
- (b) reason of any exceptionally adverse weather conditions, or
- (c) reason of civil commotion, strike or lockout affecting any of the trades employed upon the Works or any of the trades engaged in the preparation, manufacture or transportation of any of the goods or materials required for the Works, or
- (d) reason of the Employer's Representative's instructions issued under these Conditions, or
- (e) reason of the contractor not having received in due time necessary instructions, drawings, details or levels from the Employer's Representative for which he specifically applied in writing on a date which having regard to the date for Completion stated in the appendix to these Conditions or to any extension of time then fixed under this Clause was neither unreasonably distant from nor unreasonably close to the date on which it was necessary for him to receive the same, or

- (f) delay on the part of artists, tradesmen or others engaged by the Employer in executing work not forming part of this Contract, or
- (g) reason of delay by statutory or other services providers or similar bodies engaged directly by the Employer, or
- (h) reason of opening up for inspection of any Work covered up or of the testing or any of the Work, materials or goods in accordance with these conditions unless the inspection or test showed that the Work, materials or goods were not in accordance with this Contract, or
- (i) reason of delay in appointing a replacement Employer's Representative, or
- (j) reason of delay caused by the late supply of goods or materials or in executing Work for which the Employer or his agents are contractually obliged to supply or to execute as the case may be, or
- (k) Delay in receiving possession of or access to the Site.

10. Management Meetings

- 10.1 A Contract management meeting shall be held regularly and attended by the Employer's Representative and the Contractor. Its business shall be to review the plans for the remaining Work. The Employer's Representative shall record the business of management meetings and provide copies of the record to those attending the meeting and the Employer. The responsibility of the parties for actions to be taken shall be decided by the Employer's Representative either at the management meeting or after the management meeting and stated in writing to all who attend the meeting.
- 10.2 Communication between parties shall be effective only when in writing.

11. Defects

- 11.1 The Employer's Representative 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 Employer's Representative may instruct the Contractor to search for a defect and to uncover and test any Work that the Employer's Representative considers may have a 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.

- 11.2 The Employer's Representative 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.
- 11.3 Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified by the Employer's Representative's notice. If the Contractor has not corrected a defect within the time specified in the Employer's Representative's notice, the Employer's Representative 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.

12. Bills of Quantities/Schedule of Rates

- 12.1 The Bills of Quantities/Schedule of Rates 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 rates in the Bills of Quantities/Schedule of Rates for each item. Items against which no rate is entered by the Tenderer will not be paid for when executed and shall be deemed covered by the rates for other items in the Bills of Quantities/Schedule of Rates.
- 12.2 Where Bills of Quantities do not form part of the Contract, the Contract Price shall be a lump sum (which shall be deemed to have been based on the rates in the Schedule of Rates forming part of the tender) and shall be subject to re-measurement after each stage.

13. Variations

- 13.1 The Contractor shall provide the Employer's Representative with a quotation for carrying out the variations when requested to do so. The Employer's Representative shall assess the quotation and shall obtain the necessary authority from the Employer before the variation is ordered.
- 13.2 If the Work in the variation corresponds with an item description in the Bill of Quantities/Schedule of Rates, the rate in the Bill of Quantities/Schedule of Rates shall be used to calculate the value of the variation. If the nature of the Work in the variation does not correspond with items in the Bill of Quantities/Schedule of Rates, the quotation by the Contractor shall be in the form of new rates for the relevant items of Work.
- 13.3 If the Contractor's quotation is unreasonable, the Employer's Representative may order the variation and make a change to the Contract Price, which shall be based on the Employer's Representative's own forecast of the effects of the variation on the Contractor's costs.

14. Payment Certificates and Final Account

- 14.1 The Contractor shall be paid after each of the following stages of Work listed here below (subject to re-measurement by the Employer's Representative of the Work done in each stage before payment is made). In case of lump-sum Contracts, the valuation for each stage shall be based on the quantities so obtained in the re-measurement and the rates in the Schedule of Rates.
- (i) Advance payment **40%** (*percent of Contract Price, [after Contract execution] to be inserted by the Employer*).
 - (ii) First stage (*define stage*) **AS PER PROGRESS**
 - (iii) Second stage (*define stage*) **AS PER PROGRESS**
 - (iv) Third stage (*define stage*) **AS PER PROGRESS**
 - (v) After defects liability period.
- 14.2 Upon deciding that Works included in a particular stage are complete, the Contractor shall submit to the Employer's Representative his application for payment. The Employer's Representative shall check, adjust if necessary and certify the amount to be paid to the Contractor within 21 days of receipt of the Contractor's application. The Employer shall pay the Contractor the amounts so certified within 30 days of the date of issue of each Interim Certificate.
- 14.3 The Contractor shall supply the Employer's Representative with a detailed final account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer's Representative shall issue a Defect 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 Employer's Representative shall issue within 21 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 Employer's Representative shall decide on the amount payable to the Contractor and issue a Final Payment Certificate. The Employer shall pay the Contractor the amount so certified within 60 days of the issue of the Final Payment Certificate.
- 14.4 If the period laid down for payment to the Contractor upon each of the Employer's Representative's Certificate by the Employer has been exceeded, the Contractor shall be entitled to claim simple interest calculated pro-rata on the basis of the number of days delayed at the

Central Bank of Kenya's average base lending rate prevailing on the first day the payment becomes overdue. The Contractor will be required to notify the Employer within 15 days of receipt of delayed payments of his intentions to claim interest.

15. Insurance

15.1 The Contractor shall be responsible for and shall take out appropriate cover against, among other risks, personal injury; loss of or damage to the Works, materials and plant; and loss of or damage to property.

16. Liquidated Damages

16.1 The Contractor shall pay liquidated damages to the Employer at the rate of 0.001 per cent of the Contract price per day for each day that the actual Completion Date is later than the Intended Completion Date except in the case of any of the occurrences listed under Clause 9.2. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

17. Completion and Taking Over

17.1 Upon deciding that the Work is complete the Contractor shall request the Employer's Representative to issue a Certificate of Completion of the Works, upon deciding that the Work is completed.

The Employer shall take over the Site and the Works within seven days of the Employer's Representative issuing a Certificate of Completion.

18. Termination

18.1 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 shall not be limited to, the following;

- (a) the Contractor stops Work for 30 days continuously without reasonable cause or authority from the Employer's Representative;
- (b) the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (c) a payment certified by the Employer's Representative is not paid by the Employer to the Contractor within 30 days after the expiry of the payment periods stated in Sub-Clauses 14.2 and 14.3 here above.

(d) The Employer's Representative 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.

18.2 If the Contract is terminated, the Contractor shall stop Work immediately, and leave the Site as soon as reasonably possible. The Employer's Representative 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.

19. Payment Upon Termination

19.1 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 Site, plant, equipment and temporary works.

19.2 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 Employer's Representative may in writing specify, any temporary buildings, plant, machinery, appliances, goods or materials belonging to him, and in default thereof, 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.

19.3 Until after completion of the Works under this Clause, the Employer shall not be bound by any other provision of this Contract to make any payment to the Contractor, but upon such completion as aforesaid and the verification within a reasonable time of the accounts thereof the Employer's Representative 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.

20. Corrupt Gifts and Payments of Commission

20.1 The Contractor shall not:

- (a) Offer or give or agree to give to any person in the service of the Employer any gifts or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract with the Employer or for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract with the Employer.
- (b) 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 Laws of Kenya.

21. Settlement of Disputes

21.1 Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party 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 of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

APPENDIX TO CONDITIONS OF CONTRACT

THE EMPLOYER IS:

Name: ***NAIROBI CITY NAIROBI - MAIN CITY HALL ANNEX***

Represented By:

**COUNTY CHIEF OFFICER - LANDS SUB SECTOR NAIROBI CITY
COUNTY MAIN CITY HALL**

Address: **P.O BOX 30075 - 00100 Nairobi**

Name of Employer's Representative: **COUNTY ENGINEER
P.O BOX 30075 Nairobi**

The name (and identification number) of the Contract is **SUPPLY, DELIVERY,
INSTALLATION AND COMMISSIONING OF 3NO NEW PASSENGER LIFT TO
NAIROBI CITY COUNTY CITY HALL ANNEX**

The Works consist of **SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING
OF 3NO NEW PASSENGER LIFT TO NAIROBI CITY COUNTY CITY HALL ANNEX**
The Start Date shall be **as per the contract agreement**

The Intended contract period for the whole of the Works shall be **as per the contract agreement**

CLAUSE 2

The following documents also form part of the Contract:

Agreement - Agreement as per contract agreement signed between the Employer and the contractor.

Letter of acceptance - letter addressed to the main contractor by the project manager instructing the main contractor to enter into the sub contract agreement with the nominated sub-contractor.

Contractors tender – the completed tendering document submitted by the contractor to the employer

Conditions of contract – refers to the conditions of contract

Specifications – Specifications of sub contract works as described in the document.

Drawings – drawings as described in this document.

Bills of quantities /schedule of unit rates – as described in this document.

The Site Possession Date shall be **as per the contract agreement**

CLAUSE 2

The Site is located at **NAIROBI CITY NAIROBI CITY COUNTY CITY HALL ANNEX**

CLAUSES 1 & 11

The Defects Liability Period is **12 Months**

CLAUSE 32.1 (CONTRACTOR'S CONDITIONS)

Period of final measurement : **3 months from practical completion**

CLAUSE 16

Liquidated and Ascertained damages : **As Per the “contract”**

Prime cost sums for which the Contractor desires to tender : **Nil**

CLAUSE 14.1

Period of interim certificate : **Monthly**

CLAUSE 14.2

Period of honoring certificate : **45 days**

CLAUSE 26.1 (CONTRACTOR'S CONDITIONS)

Percentage of certified value retained: **10%**

CLAUSE 32.1 (CONTRACTOR'S CONDITIONS)

Limit of certified value retained : **5%**

NOTE: - Clauses 26.1 and 32.1 mentioned above are in the contractor's document.

SECTION IV**CONTRACT PRELIMINARIES AND GENERAL CONDITIONS**

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CONTRACT PRELIMINARIES AND GENERAL CONDITIONS

1.01 Examination of Tender Documents

The tenderer is required to check the number of pages of this document and should he find any missing or indistinct, he must inform the Engineer at once and have the same rectified.

All tenderers shall be deemed to have carefully examined the following:

Work detailed in the Specification and in the Contract Drawings.

The Republic of Kenya Document “General Conditions of Contract for Electrical and Mechanical Works”.

Other documents to which reference is made.

He shall also be deemed to have included for any expenditure which may be incurred in conforming with the above items (a), (b), (c) and observe this expense as being attached to the contract placed for the whole or any part of the work.

The tenderer shall ensure that all ambiguities, doubts or obscure points of detail, are clarified with the Engineer before submission of his tender, as no claims for alleged deficiencies in the information given shall be considered after this date.

1.02 Discrepancies

The Contractor shall include all work either shown on the Contract Drawings or detailed in the specification. No claim or extra cost shall be considered for works which has been shown on the drawings or in the specification alone.

Should the drawing and the specification appear to conflict, the Contractor shall query the points at the time of tendering and satisfy himself that he has included for the work intended, as no claim for extra payment on this account shall be considered after the contract is awarded.

1.03 Conditions of Contract Agreement

The Contractor shall be required to enter into a Contract with the Employer

For the purpose of this contract the Agreement and Schedule of Conditions and any such modifications and amendments shall read and construed together. In any event of discrepancy the modifications and amendments shall prevail.

1.04 Payment

Payment will be made through certificates to the Employer Representative; all payments will be less retention as specified in the Main Contract. No payment will become due until materials are delivered to site.

1.05 Definition of Terms

Throughout these contract documents units of measurements, terms and expressions are abbreviated and wherever used hereinafter and in all other documents they shall be interpreted as follows:

- i) **Employer:** The term “**Employer**” shall mean **Governor, Nairobi County**
- ii)
- iii) **Engineer:** The term “**Engineer**” shall mean **County Engineer Nairobi County**

- ii) **Architect:** The term “**Architect**” shall mean **Chief Architect Nairobi County**
- iii) **Quantity Surveyor:** The term “**Quantity Surveyor**” shall mean **The Chief Quantity Survey Nairobi County**

- iv) **Civil/ Structural Engineers:** The term “**Civil/Structural Engineers**” shall mean **The Chief Engineer (Structural), Nairobi County**

- vi) **Contractor:** The term “**Contractor**” shall mean the persons or person, firm or Company whose tender for this work has been accepted, and who has entered into a contract agreement with the employer for the execution of the Contract Works, and shall include his or their heirs, executors, administrators, assigns, successors and duly appointed representatives.

- vii) On site or not. **Sub-contract Works:** The term “**Sub-contract Works**” shall mean all or any portion of the work, materials and articles, whether the same are being manufactured or prepared, which are to be used in the execution of this Contract and whether the same may be

- viii) **Contract Drawings:** The term “**Contract Drawings**” shall mean those drawings required or referred to herein and forming part of the Bills of Quantities.

- ix) **Working Drawings:** The term “**Working Drawings**” shall mean those drawings required to be prepared by the Contractor as hereinafter described.

- x) **Record Drawings:** The term “**Record Drawings**” shall mean those drawings required to be prepared by the Contractor showing “as installed” and other records for the Contract Works.

- xvi) **Abbreviations:**
 - CM** shall mean **Cubic Metre**
 - SM** shall mean **Square Metre**
 - LM** shall mean **Linear Metre**
 - LS** shall mean **Lump Sum**
 - mm** shall mean **Millimetres**
 - No.** Shall mean **Number**
 - Kg.** shall mean **Kilogramme**
 - KEBS** or **KS** shall mean **Kenya Bureau of Standards**

**BS shall mean. Current standard British Standard Specification published
By the British Standard Institution, 2 Park Street, London W1, England**

“Ditto” shall mean the whole of the preceding description in which it occurs. Where it occurs in description of succeeding item it shall mean the same as in the first description of the series in which it occurs except as qualified in the description concerned. Where it occurs in brackets it shall mean the whole of the preceding description which is contained within the appropriate brackets.

1.06 **Site Location**

The site of the Contract Works is situated on **NAIROBI CITY NAIROBI CITY COUNTY CITY HALL ANNEX**

The tenderer is recommended to visit the site and shall be deemed to have satisfied himself with regard to access, possible conditions, the risk of injury or damage to property on/or adjacent to the site, and the conditions under which the sub-contract Works shall have to be carried out and no claims for extras will be considered on account of lack of knowledge in this respect.

1.07 **Duration of Sub-Contract**

The Contractor shall be required to phase his work in accordance with the Employer’s programme (or its revision).

1.08 **Scope of Contract Works**

The contractor shall supply, deliver, unload, hoist, fix, test, commission and hand-over in satisfactory working order the complete installations specified hereinafter and/or as shown on the Contract Drawings attached hereto, including the provision of labour, transport and plant for unloading material and storage, and handling into position and fixing, also the supply of ladders, scaffolding the other mechanical devices to plant, installation, painting, testing, setting to work, the removal from site from time to time of all superfluous material and rubbish caused by the works.

The contractor shall supply all accessories, whether of items or equipment supplied by the Sub-Contractor but to be fixed and commissioned under this contract.

1.09 **Extent of the Contractor’s Duties**

At the commencement of the works, the contractor shall investigate and report to the Engineer if all materials and equipment to be used in the work and not specified as supplied by the others are available locally. If these materials and equipment are not available locally, the contractor shall at this stage place orders for the materials in question and copy the orders to the Engineer. Failure to do so shall in no way relieve the contractor from supplying the specified materials and equipment in time.

Materials supplied by others for installation and/or connection by the Contractor shall be carefully examined in the presence of the supplier. Before installation and connection, any defects noted shall immediately be reported to the Engineer.

The contractor shall be responsible for verifying all dimensions relative to his work by actual measurements taken on site.

The Contractor shall mark accurately on one set of drawings and Indicate all alterations and/or modifications carried out to the designed system during the construction period. This information must be made available on site for inspection by the Engineer.

1.10 **Execution of the Works**

The works shall be carried out strictly in accordance with:

- a) All relevant Kenya Bureau of Standards Specifications.
- b) All relevant British Standard Specifications and Codes of Practice (Hereinafter referred to B.S. and C.P. respectively).
- c) General specifications of materials and works Section D of this document
- d) The Contract Drawings.
- e) The Bye-laws of the Local Authority.
- f) The Architect's and/or Engineer's Instructions.

The Contract Drawings and Specifications are to be read and construed together.

1.11 **Validity of Tender**

The tender shall remain valid for acceptance within 120 days from the final date of submission of the tender, and this has to be confirmed by signing the Tender Bond. The tenderer shall be exempted from this Bond if the tender was previously withdrawn in writing to the Employer before the official opening.

1.12 **Firm – Price Contract**

Unless specifically stated in the documents or the invitation to tender, this is a firm-price Contract and the contractor must allow in his tender for the increase in the cost of labour and/or materials during the duration of the contract. No claims will be allowed for increased costs arising from the fluctuations in duties and/or day to day currency fluctuations. The Contractor will be deemed to have allowed in his tender for any increase in the cost of materials, which may arise as a result of currency fluctuation during the contract period.

1.13 **Variation**

No alteration to the Contract Works shall be carried out until receipt by the Contractor of written instructions from the Project Manager.

Any variation from the contract price in respect of any extra work, alteration or omission requested or sanctioned by the Engineer shall be agreed and confirmed in writing at the same time such variations are decided and shall not affect the validity of the Contract. Schedule of

Unit Rates shall be used to assess the value of such variations. No allowance shall be made for loss of profit on omitted works.

Where the Architect requires additional work to be performed, the Contractor, if he considers it necessary, will give notice within seven (7) days to the Project Manager of the length of time he (the Contractor) requires over and above that allotted for completion of the Contract. If the Contractor fails to give such notice he will be deemed responsible for the claims arising from the delay occasioned by reason of such extension of time.

1.14 **Prime Cost and Provisional Sums**

A specialist Sub-contractor may be nominated by the Project Manager to supply and/or install any equipment covered by the Prime Cost or Provisional Sums contained within the Contract documents.

The work covered by Prime Cost and Provisional Sums may or may not be carried out at the discretion of the Project Manager.

The whole or any part of these sums utilised by the Contractor shall be deducted from the value of the Contract price when calculating the final account.

1.15 **Bond**

The tenderer must submit with his tender the name of one Surety who must be an established Bank only who will be willing to be bound to the Government for an amount equal to 5% of the Contract amount as Clause 28 of the Conditions of Contract.

1.16 **Government Legislation and Regulations**

The Contractor's attention is called to the provision of the Factory Act 1972 and subsequent amendments and revisions, and allowance must be made in his tender for compliance therewith, in so far as they are applicable.

The Contractor must also make himself acquainted with current legislation and any Government regulations regarding the movement, housing, security and control of labour, labour camps, passes for transport, etc.

The Contractor shall allow for providing holidays and transport for work people, and for complying with Legislation, Regulations and Union Agreements.

1.17 **Import Duty and Value Added Tax**

The Sub-contractor will be required to pay full Import Duty and Value Added Tax on all items of equipment, fittings and plant, whether imported or locally manufactured. The tenderer shall make full allowance in his tender for all such taxes.

1.18 **Insurance Company Fees**

Attention is drawn to the tenderers to allow for all necessary fees, where known, that may be payable in respect of any fees imposed by Insurance Companies or statutory authorities for testing or inspection.

No allowance shall be made to the contractor with respect to fees should these have been omitted by the tenderer due to his negligence in this respect.

1.19 **Provision of Services of required on site**

In accordance with Clause 1.08 of this Specification the Contractor shall be responsible of the following.

- a) Carrying out of all work affecting the structure of the building which may be necessary, including all chasing, cutting away and making good brickwork, etc., including that all plugging for fixing, fittings, machinery, fan ducting, etc., and all drilling and tapping of steel work shall be the responsibility of the Contractor.
- b) The provision of temporary water, lighting and power: the Contractor pay for all these services utilized.
- c) Fixing of anchorage and pipe supports in the shuttering, shall be supplied by the Contractor who shall also supply the Project Manager with fully dimensioned drawings detailing the exact locations.
- d)
 - i) Provision of scaffolding, cranes, etc. It shall be the Contractor's responsibility to liaise with the Project Manager to ensure that there is maximum co-operation with other nominated Contractors in the use of scaffolding, cranes, etc.
 - ii) Any specialist scaffolding, cranes, etc. by the Contractor for his own exclusive use shall be paid for by the Contractor.

1.20 **Suppliers**

The Contractor shall submit names of any supplier for the materials to be incorporated, to the Engineer for approval. The information regarding the names of the suppliers may be submitted at different times, as may be convenient, but no sources of supply will be changed without prior approval.

Each supplier must be willing to admit the Engineer or his representative to his premises during working hours for the purpose of examining or obtaining samples of the materials in question.

1.21 **Samples and Materials Generally**

The Contractor shall, when required, provide for approval at no extra cost, samples of all materials to be incorporated in the works. Such samples, when approved, shall be retained by the Engineer and shall form the standard for all such materials incorporated.

1.22 **Administrative Procedure and Contractual Responsibility**

Wherever within the Specification it is mentioned or implied that the Contractor shall deal direct with the Employer or Engineer, it shall mean “through the Project Manager who is responsible to the Employer for the whole of the works including the Contract Works.

1.23 **Bills of Quantities**

The Bills of Quantities have been prepared in accordance with the standard method of measurement of Building Works for East Africa, first Edition, Metric, 1970. All the Quantities are based on the Contract Drawings and are provisional and they shall not be held to gauge or to limit the amount or description of the work to be executed by the Contractor but the value thereof shall be deducted from the Contract Sum and the value of the work ordered by the Engineer and executed thereunder shall be measured and valued by the Engineer in accordance with the conditions of the Contract.

All work liable to adjustment under this Contract shall be left uncovered for a reasonable time to allow measurements needed for such adjustment to be taken by the Quantity Surveyor or Engineer. Immediately the work is ready for measuring the Contractor shall give notice to the Quantity Surveyor or Engineer to carry out measurements before covering up. If the Contractor shall make default in these respects he shall, if the Engineer so directs, uncover the work to enable the necessary measurements to be taken and afterwards reinstate at his own expense.

1.24 **Contractor’s Office in Kenya**

The Contractor shall maintain (after first establishing if necessary) in Kenya an office staffed with competent Engineer Manager and such supporting technical and clerical staff as necessary to control and coordinate the execution and completion of the Contract Works.

The Engineer Manager and his staff shall be empowered by the Contractor to represent him at meetings and in discussions with the Project Manager, the Engineer and other parties who may be concerned and any liaison with the Contractor’s Head Office on matters relating to the design, execution and completion of the Contract Works shall be effected through his office in Kenya.

It shall be the Contractor’s responsibility to procure work permits, entry permits, licences, registration, etc., in respect of all expatriate staff.

The Contractor shall prepare a substantial proportion of his Working Drawings at his office in Kenya. No reasons for delays in the preparation or submission for approval or otherwise of such drawings or proposals will be accepted on the grounds that the Sub-contractor’s Head Office is remote from his office in Nairobi or the site of the Contract Works or otherwise.

1.25 **Builder’s Work**

All chasing, cutting away and making good will be done by the Contractor. The Contractor shall mark out in advance and shall be responsible for accuracy of the size and position of all holes and chases required.

The Contractor shall drill and plug holes in floors, walls, ceiling and roof for securing services and equipment requiring screw or bolt fixings.

Any purpose made fixing brackets shall be provided and installed by the Contractor.

1.26 **Structural Provision for the Works**

Preliminary major structural provision has been made for the Contract Works based on outline information ascertained during the preparation of the Specification.

The preliminary major structural provision made will be deemed as adequate unless the Contractor stated otherwise when submitting his tender.

Any major structural provision or alteration to major structural provisions required by the Contractor shall be shown on Working Drawings to be submitted to the Engineer within 30 days of being appointed.

No requests for alterations to preliminary major structural provisions will be approved except where they are considered unavoidable by the Engineer. In no case will they be approved if building work is so far advanced as to cause additional costs or delays in the work.

1.27 **Position of Services, Plant, Equipment, Fittings and Apparatus**

The Contract Drawings give a general indication of the intended layout. The position of the equipment and apparatus, and also the exact routes of the ducts, main and distribution pipe work shall be confirmed before installation is commenced. The exact sitting of appliances, pipe work, etc., may vary from that indicated.

The routes of services and positions of apparatus shall be determined by the approved dimensions detailed in the Working Drawings or on site by the Engineer in consultation with the Contractor.

Services through the ducts shall be arranged to allow maximum access along the ducts and the services shall be readily accessible for maintenance. Any work, which has to be re-done due to negligence in this respect, shall be the Contractor's responsibility.

The Contractor shall be deemed to have allowed in his Contract Sum for locating terminal points of services (e.g. lighting, switches, socket outlets, lighting points, control switches, thermostats and other initiating devices, taps, stop cocks) in positions plus or minus 1.2m horizontally and vertically from the locations shown on Contract Drawings. Within these limits no variations in the Contract Sum will be made unless the work has already been executed in accordance with previously approved Working Drawings and with the approval of the Engineer.

1.28 **Checking of Work**

The Contractor shall satisfy himself to the correctness of the connections he makes to all items of equipment supplied under the Contract agreement and equipment supplied under other contracts before it is put into operation. Details of operation, working pressures, temperatures, voltages, phases, power rating, etc., shall be confirmed to others and confirmation received before the system is first operated.

1.29 **Setting to Work and Regulating System**

The Contractor shall carry out such tests of the Contract Works as required by British Standard Specifications or equal and approved codes as specified hereinafter and as customary.

No testing or commissioning shall be undertaken except in the presence of and to the satisfaction of the Engineer unless otherwise stated by him (Contractor's own preliminary and proving tests accepted).

It will be deemed that the Contractor has included in the Contract Sum for the costs of all fuel, power, water and the like, for testing and commissioning as required as part of the Contract Works. He shall submit for approval to the Engineer a suitable programme for testing and commissioning. The Engineer and Employer shall be given ample warning in writing, as to the date on which testing and commissioning will take place.

The Contractor shall commission the Contract Works and provide attendance during the commissioning of all services, plant and apparatus connected under the Contract Agreement or other Contract Agreements, related to the project.

Each system shall be properly balanced, graded and regulated to ensure that correct distribution is achieved and where existing installations are affected, the Contractor shall also regulate these systems to ensure that their performance is maintained.

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

1.30 **Identification of Plant Components**

The Contractor shall supply and fix identification labels to all plant, starters, switches and items of control equipment including valves, with white trifoliate or equal labels engraved in red lettering denoting its name, function and section controlled. The labels shall be mounted on equipment and in the most convenient positions. Care shall be taken to ensure the labels can be read without difficulty. This requirement shall apply also to major components of items of control equipment.

Details of the lettering of the labels and the method of mounting or supporting shall be forwarded to the Engineer for approval prior to manufacture.

1.31 **Contract Drawings**

The Contract Drawings when read in conjunction with the text of the Specification, have been completed in such detail as was considered necessary to enable competitive tenders to be obtained for the execution and completion of the Contract works.

The Contract Drawings are not intended to be Working Drawings and shall not be used unless exceptionally they are released for this purpose.

1.32 **Working Drawings**

The Contractor shall prepare such Working Drawings as may be necessary. The Working Drawings shall be complete in such detail not only that the Contract Works can be executed on site but also that the Engineer can approve the Contractor's proposals, detailed designs and intentions in the execution of the Contract Works.

If the Contractor requires any further instructions, details, Contract Drawings or information drawings to enable him to prepare his Working Drawings or proposals, the Contractor shall accept at his own cost, the risk that any work, commenced or which he intends to commence at site may be rejected.

The Engineer, in giving his approval to the Working Drawings, will presume that any necessary action has been, or shall be taken by the Contractor to ensure that the installations shown on the Working Drawings have been cleared with the Project Manager and any other Sub-contractors whose installations and works might be affected.

If the Contractor submits his Working Drawings to the Engineer without first liaising and obtaining clearance for his installations from the Project Manager and other Sub-contractors whose installations and works might be affected, then he shall be liable to pay for any alterations or modification to his own, or other Sub-contractor's installations and works, which are incurred, notwithstanding any technical or other approval received from the Engineer.

Working Drawings to be prepared by the Contractor shall include but not be restricted to the following:

Any drawings required by the Engineer to enable structural provisions to be made including Builder's Working Drawings or Schedules and those for the detailing of holes, fixings, foundations, cables and paperwork ducting below or above ground or in or outside or below buildings.

General Arrangement Drawings of all plant, control boards, fittings and apparatus or any part thereof and of installation layout arrangement of such plant and apparatus.

Schematic Layout Drawings of services and of control equipment.

Layout Drawings of all embedded and non-embedded paperwork, ducts and electrical conduits.

Complete circuit drawings of the equipment, together with associated circuit description.

Such other drawings as are called for in the text of the Specification or Schedules or as the Engineer may reasonably require.

Three copies of all Working Drawings shall be submitted to the Engineer for approval. One copy of the Working Drawings submitted to the Engineer for approval shall be returned to the Contractor indicating approval or amendment therein.

Six copies of the approved Working Drawings shall be given to the Project Manager by the Sub-contractor for information and distribution to other Sub-contractors carrying out work associated with or in close proximity to or which might be affected by the Sub-contract Works.

Approved Working Drawings shall not be departed from except as may be approved or directed by the Engineer.

Approval by the Engineer of Working Drawings shall neither relieve the Contractor of any of his obligations under the Contract nor relieve him from correcting any errors found subsequently in the Approved Working Drawings or other Working Drawings and in the Sub-contract Works on site or elsewhere associated therewith.

The Contractor shall ensure that the Working Drawings are submitted to the Engineer for approval at a time not unreasonably close to the date when such approval is required. Late submission of his Working Drawings will not relieve the Contractor of his obligation to complete the Contract Works within the agreed Contract Period and in a manner that would receive the approval of the Engineer.

1.33 **Record Drawings (As Installed) and Instructions**

During the execution of the Contract Works the Contractor shall, in a manner approved by the Engineer record on Working or other Drawings at site all information necessary for preparing Record Drawings of the installed Contract Works. Marked-up Working or other Drawings and other documents shall be made available to the Engineer as he may require for inspection and checking.

Record Drawings, may, subject to the approval of the Engineer, include approved Working Drawings adjusted as necessary and certified by the Contractor as a correct record of the installation of the Contract Works.

They shall include but not restricted to the following drawings or information:
Working Drawings amended as necessary but titled "Record Drawings" and certified as a true record of the "As Installed" Contract Works. Subject to the approval of the Engineer such Working Drawings as may be inappropriate may be omitted.

Fully dimensioned drawings of all plant and apparatus.

General arrangement drawings of equipment, other areas containing plant forming part of the Contract Works and the like, indicating the accurate size and location of the plant and apparatus suitability cross-referenced to the drawings mentioned in (b) above and hereinafter.

Routes, types, sizes and arrangement of all pipework and ductwork including dates of installation of underground pipework.

Relay adjustment charts and manuals.

Routes, types, sizes and arrangement of all electric cables, conduits, ducts and wiring including the dates of installation of buried works.

System schematic and trunking diagrams showing all salient information relating to control and instrumentation.

Grading Charts.

Valve schedules and locations suitability cross-referenced.

Wiring and piping diagrams of plant and apparatus.

Schematic diagrams of individual plant, apparatus and switch and control boards. These diagrams to include those peculiar to individual plant or apparatus and also those applicable to system operation as a whole.

Operating Instruction

Schematic and wiring diagrams shall not be manufacturer's multipurpose general issue drawings. They shall be prepared specially for the Contract Works and shall contain no spurious or irrelevant information.

Marked-up drawings of the installation of the Contract Works shall be kept to date and completed by the date of practical or section completion. Two copies of the Record Drawings of Contract Works and two sets of the relay adjustment and grading charts and schematic diagrams on stiff backing shall be provided not later than one month later.

The Contractor shall supply for fixing in sub-stations, switch-rooms, boiler houses, plant rooms, pump houses, the office of the Maintenance Engineer and other places, suitable valve and instructions charts, schematic diagrams of instrumentation and of the electrical reticulation as may be requested by the Engineer providing that the charts, diagrams, etc., relate to installations forming part of the Contract Works. All such charts and diagrams shall be of suitable plastic material on a stiff backing and must be approved by the Engineer before final printing.

Notwithstanding the Contractor's obligations referred to above, if the Contractor fails to produce to the Engineer's approval, either:-

The Marked-up Drawings during the execution of the Contract Works or

The Record Drawings, etc., within one month of the Section or Practical Completion

The Engineer shall have these drawings produced by others. The cost of obtaining the necessary information and preparing such drawings, etc., will be recovered from the Contractor.

1.34 **Maintenance Manual**

Upon Practical Completion of the Contract Works, the Contractor shall furnish the Engineer four copies of a Maintenance Manual relating to the installation forming part of all of the Contract Works.

The manual shall be loose-leaf type, International A4 size with stiff covers and cloth bound. It may be in several volumes and shall be sub-divided into sections, each section covering one Engineering service system. It shall have a ready means of reference and a detailed index. There shall be a separate volume dealing with Air Conditioning and Mechanical Ventilation installation where such installations are included in the Contract Works.

The manual shall contain full operating and maintenance instructions for each item of equipment, plant and apparatus set out in a form dealing systematically with each system. It shall include as may be applicable to the Contract Works the following and any other items listed in the text of the Specifications:

System Description.

Plant

Valve Operation

Switch Operation

Procedure of Fault Finding

Emergency Procedures

Lubrication Requirements

Maintenance and Servicing Periods and Procedures

Colour Coding Legend for all Services

Schematic and Writing Diagrams of Plant and Apparatus

Record Drawings, true to scale, folded to International A4 size

Lists of Primary and Secondary Spares.

The manual is to be specially prepared for the Contract Works and manufacturer's standard descriptive literature and plant operating instruction cards will not be accepted for inclusion unless exceptionally approved by the Engineer. The Contractor shall, however, affix such cards, if suitable, adjacent to plant and apparatus. One spare set of all such cards shall be furnished to the Engineer.

1.35 **Hand-over**

The Contract Works shall be considered complete and the Maintenance and Defects Liability Period shall commence only when the Contract Works and supporting services have been tested, commissioned and operated to the satisfaction of the Engineer and officially approved and accepted by the Employer.

The procedure to be followed will be as follows:

On the completion of the Contract Works to the satisfaction of the Engineer and the Employer, the Contractor shall request the Engineer, at site to arrange for handing over.

The Engineer shall arrange a Hand-over Meeting or a series thereof, at site.

The Contractor shall arrange with the Engineer and Employer for a complete demonstration of each and every service to be carried out and for instruction to be given to the relevant operation staff and other representatives of the Employer.

In the presence of the Employer and the Engineer, Hand-over will take place, subject to Agreement of the Hand-over Certificates and associated check lists.

1.36 **Painting**

It will be deemed that the Contractor allowed for all protective and finish painting in the Contract Sum for the Contract Works, including colour coding of service pipe work to the approval of the Engineer. Any special requirements are described in the text of the Specifications.

1.37 **Spares**

The Contractor shall supply and deliver such spares suitably protected and boxed to the Engineer's approval as are called for in the Specifications or in the Price Schedules.

1.38 **Testing and Inspection – Manufactured Plant**

The Engineer reserves the right to inspect and test or witness of all manufactured plant equipment and materials.

The right of the Engineer relating to the inspection, examination and testing of plant during manufacture shall be applicable to Insurance companies and inspection authorities so nominated by the Engineer.

The Contractor shall give two week's notice to the Engineer of his intention to carry out any inspection or tests and the Engineer or his representative shall be entitled to witness such tests and inspections.

Six copies of all test certificates and performance curves shall be submitted as soon as possible after the completion of such tests, to the Engineer for his approval.

Plant or equipment which is shipped before the relevant test certificate has been approved by the Engineer shall be shipped at the Contractor's own risk and should the test certificate not be approved new tests may be ordered by the Engineer at the Contractor's expense.

The foregoing provisions relate to tests at manufacturer's works and as appropriate to those carried out at site.

1.39 **Testing and Inspection -Installation**

Allow for testing each section of the Contract Works installation as described hereinafter to the satisfaction of the Engineer.

1.40 **Labour Camps**

The Contractor shall provide the necessary temporary workshop and mess-room in position to be approved by the Architect.

The work people employed by the Contractor shall occupy or be about only that part of the site necessary for the performance of the work and the Contractor shall instruct his employees accordingly.

If practicable, W.C. accommodation shall be allocated for the sole use of the Contractor's workmen and the Contractor will be required to keep the same clean and disinfected, to make good any damage thereto and leave in good condition.

1.41 **Storage of Materials**

The Contractor shall provide storerooms and workshop where required. He shall also provide space for storage to nominated contractors who shall be responsible for these lock-up shades or stores provided.

Nominated Contractors are to be made liable for the cost of any storage accommodation provided specially for their use. No materials shall be stored or stacked on suspended slabs without the prior approval of the Project manager.

1.42 **Initial Maintenance**

The Contractor shall make routine maintenance once a month during the liability for the Defects Period and shall carry out all necessary adjustments and repairs, cleaning and oiling of moving parts. A monthly report of the inspection and any works done upon the installation shall be supplied to the Engineer.

The Contractor shall also provide a 24 -hour break-down service to attend to faults on or malfunctioning of the installation between the routine visits of inspection.

The Contractor shall allow in the contract Sum of the initial maintenance, inspection and break-down service and shall provide for all tools, instruments, plant and scaffolding and the transportation thereof, as required for the correct and full execution of these obligations and the provision, use or installation of all materials as oils, greases, sandpaper, etc., or parts which are periodically renewed such as brake linings etc., or parts which are faulty for any reason whatsoever excepting always Acts of God such as storm, tempest, flood, earthquake and civil revolt, acts of war and vandalism.

1.43 **Maintenance and Servicing After Completion of the Initial Maintenance**

The Contractor shall, if required, enter into a maintenance and service agreement with the employer for the installation for a period of up to five years from the day following the last day of the liability for Defects Period which offers the same facilities as specified in Clause 1.42 (Initial Maintenance)

The terms of any such agreement shall not be less beneficial to the employer than the terms of Agreements for either similar installation.

The Contractor shall submit with his tender for the works, where called upon a firm quotation for the maintenance and service of the installation as specified herein, which shall be based upon the present day costs and may be varied only to take into account increases in material and labour unit rate costs between the time of tendering and the signing of the formal maintenance and service agreement and which shall remain valid and open for acceptance by the Employer to and including the last day of the fifth complete calendar month following the end of the liability for Defects Period.

1.44 **Trade Names**

Where trade names of manufacturer's catalogue numbers are mentioned in the Specification or the Bills of Quantities, the reference is intended as a guide to the type of article or quality of material required. Alternate brands of equal and approved quality will be acceptable.

1.45 **Water and Electricity for the Works**

These will be made available by the Contractor who shall be liable for the cost of any water or electric current used and for any installation provided especially for his own use.

1.46 **Protection**

The Contractor shall adequately cover up and protect his own work to prevent injury and also to cover up and protect from damage all parts of the building or premises where work is performed by him under the Contract.

1.47 **Defects After Completion**

The defects liability period will be **12 months** from the date of practical completion of the Works in the Contract and certified by the Engineer.

1.48 **Damages for Delay**

Liquidated and Ascertained damages as stated in the Contract Agreement will be claimed against the Contractor for any unauthorized delay in completion. The Contractor shall be held liable for the whole or a portion of these damages should he cause delay in completion.

1.49 **Clear Away on Completion**

The Contractor shall, upon completion of the works, at his own expense, remove and clear away all plant, equipment, rubbish and unused materials, and shall leave the whole of the works in a clean and tidy state, to the satisfaction of the Engineer. On completion, the whole of the works shall be delivered up clean, complete and perfect in every respect to the satisfaction of the Engineer.

1.50 **Final Account**

On completion of the works the Contractor shall agree with the Engineer the value of any variations outstanding and as soon as possible thereafter submit to the Engineer his final statement of account showing the total sum claimed sub-divided as follows:

Statement A - detailing the tender amounts less the Prime Cost and Provisional Sums, included therein.

Statement B - detailing all the variation orders issued on the contract.

Statement C - Summarizing statement A and B giving the net grand total due to the Contractor for the execution of the Contract.

1.51 **Fair Wages**

The Contractor shall in respect of all persons employed anywhere by him in the execution of the contract, in every factory, workshop or place occupied or used by him for execution of the Contract, observe and fulfil the following conditions:

The Contractor shall pay rates of the wages and observe hours and conditions of labour not less favourable than those established for the trade or industry in the district where work is carried out.

In the absence of any rates of wages, hours or conditions of labour so established the Contractor shall pay rates and observe hours and conditions of labour are not less favourable than the general level of wages, hours and conditions observed by other employers whose general circumstances in the trade or industry in which the Contractor is engaged are similar.

1.52 **Supervision**

During the progress of the works, the Contractor shall provide and keep constantly available for consultation on site experienced English - speaking Supervisor and shall provide reasonable office facilities, attendance, etc., for the Supervisor.

In addition, during the whole of the time the works are under construction, the Contractor shall maintain on site one experienced foreman or charge-hand and an adequate number of fitters, etc., for the work covered by the Specification. The number of this staff shall not be reduced without the prior written approval of the Project manager or Engineer.

Any instructions given to the Supervisor on site shall be deemed to have been given to the contractor.

One copy of this Specification and one copy of each of the Contract Drawings (latest issue) must be retained on site at all times, and available for reference by the Engineer or contractor.

1.53 **Test Certificates**

The Contractor shall provide the Engineer with three copies of all test reports or certificates that are or may be required by this Specification.

1.54 **Labour**

The Contractor shall provide skilled and unskilled labour as may be necessary for completion of the contract.

1.55 **Discount to the contractor**

No discount to any Contractor will be included in the tender for this installation.

1.56 **Guarantee**

The whole of the work will be guaranteed for a period of **twelve months** from the date of the Engineer's certification of completion and under such guarantee the Contractor shall remedy at his expense all defects in materials and apparatus due to faulty design, construction or workmanship which may develop in that period.

1.57 **Direct Contracts**

Notwithstanding the foregoing conditions, the Government reserves the right to place a "Direct Contract" for any goods or services required in the works which are covered by a P.C Sum in the Bills of Quantities and to pay for the same direct. In any such instance, profit relative to the P.C Sum in the priced Bills of Quantities will be adjusted as deserved for P.C Sum allowed.

1.58 **Attendance Upon the Tradesmen etc**

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 the use of ordinary scaffolding. The contractor however, shall not be required to erect any special scaffolding for them.

1.59 **Trade Unions**

The contractor shall recognize the freedom of his work people to be members of trade unions.

1.60 **Local and other Authorities notices and fees**

The contractor shall comply with and give all notices required by any Regulations, Act or by Law of any Local Authority or of any Public Service, Company or Authority who have any jurisdiction with regard to the works or with those systems the same are or will be connected and he shall pay and indemnify the Government against any fees or charges legally demandable under any regulation or by-law in respect of the works; provided that the said fees and charges if not expressly included in the contract sum or stated by way of provisional sum shall be added to the contract sum.

The contractor before making any variation from the contract drawings or specification necessitated by such compliance shall give the Project Manager written notice specifying and giving the reason for such variation and applying for instructions in reference thereto.

If the contractor within seven days of having applied for the same does not receive such instructions, he shall proceed with the works in conforming to the provision regulation or by-law in question and any variation thereby necessitated shall be deemed to be a variation in accordance to the conditions of contract.

1.61 **Assignment or subletting**

The contractor shall not without the written consent of the Project Manager assign this contract or sublet any portion of the works, provided that such consent shall not be unreasonably withheld to the prejudice of the contractor.

1.62 **Partial Completion**

If the Government shall take over any part or parts works, apparatus, equipment etc. then within seven days from the date on which the Government shall have taken possession of the relevant part, the Project Manager shall issue a Certificate stating his estimate of the approximate total value of the works which shall be the total value of that part and practical completion of the relevant part shall be deemed to have occurred, and the Defects Liability Period in respect of the relevant part be deemed to have commenced on the date Government shall have taken possession thereof.

The contractor shall make good any defects or other faults in the relevant part that had been deemed complete.

The contractor shall reduce the value of insurance by the full value of the relevant part

The contractor shall be paid for the part of works taken possession by the Government

1.63 Temporary Works

Where temporal works shall be deemed necessary, such as Temporary lighting, the contractor shall take precaution to prevent damage to such works.

The contractor shall include for the cost of and make necessary arrangements with the Project Manager for such temporary works. For temporary lighting, electricity shall be metered and paid for by the contract

1.64 Patent Rights

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

1.65 Mobilization and Demobilization

The contractor shall mobilize labour plant and equipment to site according to his programme and schedule of work. He shall ensure optimum presence and utilization of labour, plant and equipment. He should not pay and maintain unnecessary labour force or maintain and service idle plant and equipment. Where necessary he shall demobilize and mobilize the labour, plant and equipment, as he deems fit to ensure optimum progress of the works and this shall be considered to be a continuous process as works progress. He shall make provision for this item in his tender. No claim will be entertained where the contractor has not made any provision for mobilization and demobilization of labour, plant and equipment in the preliminary bills of quantities or elsewhere in this tender.

1.66 Extended Preliminaries

Where it shall be necessary to extend the contract period by the Project manager the contractor shall still ensure availability on site, optimum labour, materials, plant and equipment. The contractor shall make provision for extended preliminaries, should the contract period be extended and this shall be in a form of a percentage of the total Contractor works. Where called upon in the Appendix to these Preliminaries the Contractor shall insert his percentage per month for extended preliminaries that shall form basis for compensation.

Lack of inserting the percentage shall mean that the contractor has provided for this requirement elsewhere in the Bills of Quantities.

1.67 Supervision by Engineer and Site Meetings

A competent Project Engineer appointed by the Engineer as his representative shall supervise the Contract works. The Project Engineer shall be responsible for issuing all the site instructions in any variations to the works and these shall be delivered through the Contractor with the authority of the Project Manager. Any instructions given verbal shall be confirmed in writing.

The project engineer and (or) the Engineer shall attend management meetings arranged by the Project Manager and for which the Contractor or his representative shall also attend. For the purpose of supervising the project, provisional sums are provided to cover for transport and allowances. The Contractor shall in his tender allow for the provision of management meetings and site inspections, as instructed by the Engineer, and also profit and attendance on these funds. The funds shall be expended according to Project Manager's instructions to the contractor.

1.68 Amendment to Scope of Contract Works

No amendment to scope of sub-contract works is expected and in case of amendment or modification to scope of work, these shall be communicated to all tenderers in sufficient time before the deadline of the tender submission. However during the contract period and as the works progress the Project Manager may vary the works as per conditions of contract by issuing site instructions.

No claims shall be entertained on account of variation to scope of works either to increase the works (pre-financing) or reduction of works (loss of profit-see clause 1.70)

1.69 Contractor Obligation and Employers Obligation

The sub-contractor will finance all activities as part of his obligation to this contract. The employer shall pay interim payment for materials and work completed on site as his obligation in this contract, as the works progresses. No claims will be entertained for pre-financing of the project by the sub-contractor, or for loss of profit (expectation loss) in case of premature termination, reduction or increase of works as the sub-contractor shall be deemed to have taken adequate measures in programming his works and expenditure and taken necessary financial precaution while executing the works. No interest shall be payable to the Contractor, except as relates to late payment as in the conditions of contract clause 23.3. The contractor shall where called upon, insert his price to compensate for any of the occurrence stated here (premature termination, reduction or increase of works), as a percentage of the contract sum in the Appendix to this section.

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1.70 APPENDIX TO SUB-CONTRACT PRELIMINARIES AND GENERAL CONDITIONS

1 ADD TO CLAUSE 1.40

There are no labour camps.

2 ADD TO CLAUSE 1.17

Prices quoted shall include 16% VAT. In accordance with Government policy, the 16% VAT and 3% Withholding Tax shall be deducted from all payments made to the sub-contractor, and the same shall subsequently be forwarded to the Kenya Revenue Authority (KRA).

3. ADD TO CLAUSE 1.66

The amount or percentage that may be inserted in the bills of quantities for this item should not exceed the anticipated Liquidated damages amount for the same period.

4. OMIT CLAUSE 1.12

5. OMIT CLAUSE 1.37

6. OMIT CLAUSE 1.38

SECTION D

GENERAL SPECIFICATIONS FOR LIFTS INSTALLATIONS

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SECTION D

GENERAL SPECIFICATIONS FOR LIFTS INSTALLATIONS

2.1 **Climatic Conditions**

The following climatic conditions apply at the site of the contract works and all materials and equipment used shall be suitable for these conditions:-

Maximum Design Temperature	26.9. °C DB
Minimum Temperature	14.6 ⁰ C DB
Average Diurnal Range	23.8 B 12.6 ⁰ C
Relative Humidity Range	49% - 83%
Altitude	1800m above sea level
Longitude	36.8210° E
Latitude	1.2866° S

Dust in Atmosphere: Relatively dusty conditions prevail

Extremely heavy rains fall at certain periods of the year and the tenderer shall be deemed to have taken account of this fact in his prices and in the planning of the execution of the contract works.

2.2 **Regulations and Standards**

The Contract Works shall comply with the current editions of the following:-

- a) The Kenya Government Regulations, under the Electric Power Act and Factories Act.
- b) The Kenya Power and Lighting Co Ltd's Bye Laws.
- c) The Regulations for the Electrical Equipment of Building and published by the Institution of Electrical Engineers.
- d) Kenya Bureau of Standards
- e) British Standards and Codes of Practice as published by the British Standards Institution.
- f) The Requirements of the Chief Inspector of Factories for the Kenya Government CAP514 SECTION 30.
- g) Any other regulations regarding lift installations in Kenya.
- h) EN81-20:2014 and EN81-50:2014 Factory compliance certification with this European code

2.3 **Transport and Storage**

All plant and equipment, shall during transportation, be suitably packed, crated and protected to minimize the possibility of damage, and to prevent corrosion or other deterioration.

On arrival at the Site all plant equipment shall be examined and any damage to parts and protective priming coats made good before storage or installation.

Adequate measure shall be taken by the Contractor to ensure that plant and equipment do not suffer any deterioration storage. Prior to installation all plant equipment shall be thoroughly cleaned.

If, in the opinion of the Engineer, any equipment has deteriorated or been damaged to such an extent that it is not suitable for installation, the Contractor shall replace this equipment at his own cost.

2.4 **Electrical Requirements**

Plant and equipment supplied under this Contract shall be complete with all necessary control boards, and other control apparatus.

The supply power, up to and including local isolation will be provided by others. All other wiring from the isolating switch shall be done by the Contractor. All equipment shall be capable of operating from 415V three Phase or 240V 50Hz single Phase AC power supply.

2.5 **Structural Provision for the Contract Works**

Based on available general information on a typical lift structural provision and lift well have been made for the Contract Works. The structural provision made will be deemed as adequate unless the Contractor gives all the necessary details at the time of tendering.

Any minor structural provision or alteration to major structural provision required by the Contractor shall be shown on Working Drawings to be submitted to the Engineer before commencement of the Work by the Contractor.

No requests for alteration to preliminary structural provisions will be approved except where they are considered unavoidable by the Engineer. Under no circumstance shall they be approved if the building work is so far advanced as to cause additional costs or delays in the work of the Main Contract.

2.6 **Fireman's Switch for the Lifts**

A fireman's control switch shall be provided in the down terminal floor, main entrance lobby. The fireman's switch shall be of the type approved by the Engineer

Operation of the fireman's switch shall stop all the lift cars on the next landing but without opening the car and landing doors and immediately return them to ground floor irrespective of any other calls and park them with doors open. All the cars will then become inoperative with the exception of the "Fireman's lift" which shall operate in answer to the car buttons only until the fireman's switch is reset.

2.7 **Emergency Alarm System**

An emergency alarm system in the form of an intercom shall be installed between the car and the Reception Desk on the Ground.

The alarm system shall be clearly labelled "Emergency". On pushing an alarm button, the system should ring simultaneously in the car, motor-room and the reception desk. This shall also be carried out by the lift contractor. The power supply for the system shall be derived from a self-recharging battery unit.

2.8 **Lift Pit Access**

The lift contractor shall provide a suitable mild steel cat ladder from the bottom landing served to the floor level of each separate lift pit, in accordance with B.S. 2655.

2.9 **LIFT SHAFT**

Each lift shaft shall be totally enclosed and constructed in reinforced concrete. The Contractor must provide sufficient shaft drawings, showing all holes, pockets, fixing devices etc. to be cast in the shaft wall and showing all cutting and patching for installations of landing doors and frames.

The lift Contractor must provide all fixing devices to be cast into structural parts. It shall be the responsibility of the lift Contractor to ensure that such device are cast into the structural or otherwise fixed in the right positions and in the proper manner.

The shafts shall be painted by the Contractor with 2 coats of white emulsion paint.

2.10 **Lift Motor Room**

The lift system provided shall be machine room-less type.

2.11 **Emergency Door Keys**

It shall be possible to open every lift landing door by the use of a release key whether or not the lift car is in the landing zone. The key hole shall be unobstructive and located at high level.

2.12 **Call Station and Operating Panel Buttons-**

The call station, distribution between the lifts on each landing, and operating panel buttons shall be Electronic touch button.

2.13 **Interference Suppression**

Lift motors and ancillary controls shall be suppressed so as not to interfere with local radio and television reception and closed circuit television or electro-medical equipment within the building. The suppression shall be carried out in accordance with B.S. 800, and all suppression devices incorporated shall comply with B.S. 613 and B.S. 2655.

2.14 **Car Emergency Lighting**

Each passenger car shall be provided with an Emergency light fitting operating from a self-recharging battery unit with a 3 hour battery operation time.

2.15 **Tests and Inspection**

All materials for plant and equipment forming part of the Contract Works shall be tested, in accordance with the relevant standard specifications.

After completion of the Contract Works the lifts shall be subjected to relevant tests to ensure their compliance with the specifications set in hereinafter. Similar tests shall be repeated at the end of guarantee period.

The Engineer reserves the right to inspect and test or witness tests of all manufactured plant, equipment and materials.

The rights of the Engineer relating to the inspection, examination and testing of plant during manufacture shall be applicable to insurance companies and inspection authorities so nominated by the Engineer.

The Contractor shall give two week's notice to the Engineer of this intention to carry out tests and the Engineer or his representatives shall be entitled to witness such tests and inspections.

Plants or equipment which are shipped before the relevant test certificate has been approved by the Engineer, shall be shipped at the Contractor's own risk and should the test certificate not be approved, new test may be ordered by the Engineer at the Contractor's expense.

The foregoing provisions relate to tests at manufacturer's works and, as appropriate, to those carried out on Site.

2.17 **Installation and Commissioning**

Installation of all special plant and equipment forming part of the lift system shall be carried out by the Contractor under adequate supervision from skilled staff provided by the plant and equipment's manufacturer. The Contractor shall include in his tender price for a fully installed, tested and commissioned lift apparatus to achieve this.

2.18 **Tropicalisation of Components**

All components forming part of the lift system shall be tropicalized and adequately protected against mould and fungus growth.

2.19 **Information Required**

The Contractor shall give all the relevant information, such as lift car size and total power requirement, at the time of tendering.

2.20 **Imported Equipment**

It shall be the responsibility of the Contractor to be fully conversant with the prevailing Kenya Government regulations governing the importation of equipment into the country. The Contractor will be required to pay full import duty on all imported equipment and plant and also relevant taxes on both imported and locally manufactured items. The Contractor shall include these taxes in the equipment cost.

SECTION E

PARTICULAR SPECIFICATIONS FOR LIFTS INSTALLATIONS

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SECTION E

CITY HALL ANNEX LIFT SPECIFICATIONS

SECTION E

PARTICULAR SPECIFICATIONS FOR LIFTS INSTALLATIONS

3.1 Location of site

The site of the proposed works is at City Hall Annex”.

3.2 Scope of Contract Works

The contract shall comprise manufacture, supply, delivery, assembly, erection, testing, commissioning and setting to work of 3 No. 18 passenger modern smart microprocessor control-based lifts at City Hall Annex in Nairobi.

The contractor shall include for all equipment and components not particularly called for in this specification or in the contract drawings which are necessary for the completion and satisfactory functioning of the contract work. No price variation as a result of this will be allowed.

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

Maximum Temperature: 26.9.0C

Minimum Temperature : 14.60C

Relative humidity range : 49% - 83%

Dust in Atmosphere: Relatively dusty conditions prevail

Longitude (approximately): 36.8210° E

Latitude (approximately): 1.2866° S

Altitude: 1800m above sea level

3.3 General Provision and particular requirements:

A. General provision

The lift Contractor shall supply, deliver unload, hoist, fix and erect, test and commission all the equipment, plant and materials in accordance with all specifications contained in this document including the Building plans to provide a complete and operable installation. The lifts Contractor shall become liable for defects and be responsible for the initial maintenance of the lifts installed all as specified here in

The lifts shall be of the traction type and shall serve floors as indicated in paragraph 3.4.7 below. The doors shall be two panels, center opening sliding type.

B. Particular Requirements

The tenderer shall provide factory compliance certificate for EN 81-20:2014 and EN 81-50:2014 to prove compliance with this European code. Failure to provide

this shall render the tender non – responsive and hence the bid will not be considered.

3.4 **The Plant**

3.4.1 **Capacity:**

The lifts shall each have a capacity of 1350kg net continuous load and their individual floor areas shall in each case be not less than that specified in the CEN/ISO code for 3 No 18 passenger lifts.

3.4.3 **Car Speed:**

The car contract speed shall be 2.5 m per second for all the lifts.

3.4.4 **Car Lift:**

The internal dimensions of the car shall match the existing car dimension

3.4.5 **Shaft Dimensions:**

The internal dimensions of the shaft shall be 2570mm wide x 2150mm back to front for 2No lifts and 2490mm wide x2150mm back to front for 1No.lift. The tenderer should confirm these measurements during tendering

E-1

3.4.6 **Type:**

The lifts shall be electric passenger type. The lifting machine shall be electronically controlled AC variable voltage, variable frequency gearless machine designed to give fully regulated direct landing approach, with motor, brake and driving sheave assembled on a steel bedplate.

The motor shall be particularly designed for general purpose duties with high starting torque and low starting current.

Sound reducing material shall be installed under the machine and suitable beams shall be provided for mounting the machine at the top of the lift shaft.

3.4.7 **Travel Height and Levels Served**

Floors Served	Travel per floor
Lower basement	3.2m
Upper Basement Floor	3.2m
Ground Floor	3.2m

Mezzanine	3.2m
Service floor	3.2m
1st Floor	3.2m
2nd Floor	3.2m
3rd Floor	3.2m
4th Floor	3.2m
5th Floor	3.2m
6th Floor	3.2m
7th Floor	3.2m
8th Floor	3.2m
9th Floor	3.2m
10th Floor	3.2m
11th Floor	3.2m
12th Floor	3.2m
13th Floor	3.2m
14th Floor	3.2m
Total Travel height	60.8m

3.4.8 **Number of Stops:** –

The number of stops shall be 19 for 1no.vip lift and 16 for 2No other lifts.

3.4.9 **Number of openings:** –

The number of openings shall be 19 and 16 respectively.

3.4.10 **Type of Landing and Car Doors:**

The doors shall be fully automatic two panels, center opening high speed sliding doors.

3.4.11 **Group control operation system with Access control system**

Microprocessor - individual control, jerk less type with automatic leveling facilities.

The lifts to operate as group of 3 but each will be able to operate individually.
The lifts shall have Access control system with 2000 Number Access card

3.4.12 **Mode of Operation**

- ii) The operation of the above lift shall be a car group supervisory full collective with Microprocessor programming.
- ii) During morning, mid-day and evening peak times, the computer system shall monitor and analyze all car and hall calls and instantly assign the car to suit an unlimited number of varying passenger traffic patterns created during peak and non-peak periods.
- iii) The group supervisory system shall give priority to service designated floors where heavier traffic can be anticipated. The free car will park at these floors in anticipation of passenger requirements. At times the ground floor shall be regarded as the first priority floor but any floor experiencing a sudden high demand shall immediately be temporarily assigned as a priority floor.
- iv) The system shall respond to traffic conditions and modify its assignments procedures to operate in the following modes.

- a) **Light/Intermittent/Up-Peak/Down Peak**

In the "Light" mode the car is parked in predetermined zones of the building. The car will park at the main floor car park with its doors open.

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- b) **Intermittent Peak:**

In the "Intermittent" mode car split zones at the half-way point, the car serving the floors to which it is closest Once a car is committed to travel in one direction it will become "Low bidder" for calls ahead, but "High bidder" for calls behind. Hall calls will be assigned to the lowest bidder.

The car will complete service in one direction before reversing and is permitted to reverse at the highest or lowest call. Cars will return to unoccupied parking zones when idle.

- c) **Down Peak**

Down Peak Service ~ during pre-determined off hour, elevators are continuously sent to the top floor to meet the needs of off- hour peak traffic congestion.

- d) **Up-Peak**

Up Peak Service ~ During the predetermined work hours when the up traffic from the main floor is especially heavy, the elevators are continuously sent to the main floor to meet the need of up peak traffic.

Intense Up Peak ~In response to upward traffic congestion from the main floor which occurs at a specific time, a bank of cars are divided into two groups to serve high zone and low zone floors.

e) **Non-Peak**

A "Non-Peak" Situation is recognized when both Up-Peak and Down -Peak conditions are detected. The car sent to the lobby to serve incoming traffic will be reduced compared to pure "Up -Peak" and no limitations will apply to service for down hall calls.

- v) A reservation control arrangement shall be provided for each car by means of a key switch in the car operating panel. By operating this key, a car can be removed from ground control and be operated by an attendant. When on reservation control, the car shall respond to a car button only.
- vi) A time delay shall hold the car for an adjustable interval of a few seconds at the landings at which stops are made to enable passengers to enter or leave the car. Pressure of a car button for another landing before this time elapse shall cause the car to start, provided the car door and landing doors are closed.
- vii) The lift shall be provided with automatic by-pass device to prevent unnecessary stops when the car is full.
- viii) A specific car can be withdrawn from group service for special VIP service.

OTHER FUNCTIONS INCLUDE

If there are no calls for a specified period, the car ventilation fan will automatically be turned off to conserve energy.

If there are no calls for a specified period, the car will automatically be turned off to conserve energy.

If the number of registered calls does not agree with the number of passengers, it will cancel all calls to avoid unnecessary stops.

If the wrong car button is pressed, it can be canceled by quickly pressing the same button again twice.

Press and hold this button to extend door open time.

When temporary congestion occurs due to meeting or other events, the system will try its best to arrange cars to the congested floor.

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- viii) The lift system Controller device shall stop the car and move it to the ground floor landing and open the car doors in case any of the safety devices do not operate or power fails. The controller must also stop the car whenever excessive descending or ascending speed is attained by cutting off power to the motor and activation of the brake. It shall also be able to bring the car to a stop at the upper ground floor landings independent of the regular operating

device in the car. Final limit switches shall be provided in the hoistway, operated by the car and arranged to stop the car, by cutting off power to the motor, and prevent normal stopping device.

The power packs to the Controller shall be provided with mains charging units which shall maintain them at peak power continually.

- ix) To facilitate inspection, a manually operated switch on the controller connected to "UP" and "Down" directions buttons exposed on the top of the car shall be provided. The switch shall permit the car to be operated at slow speed from the top respond to any calls.
- x) The lift shall be provided with a self-levelling feature that will automatically bring the car to the floor landings. The device shall be entirely automatic and independent of the operating device, and shall correct for over-travel or under-travel and rope stretch. The car shall also be maintained approximately level (within 6mm) with the landing, irrespective of load.
- xi) Provision shall be made for moving the car manually to the nearest landing in case of total failure of lift controller device.

The tenderer shall submit a brief summary of how their microprocessor shall behave, and shall be called upon to demonstrate at the same time of commissioning of the lift that the system behaves as described above.

3.4.13 **A Car Operating Panel**

An operating panel shall be fitted into each lift car. The panel shall be mounted flush with the car wall finish and shall be housed in a metal case fitted with silver anodised or a stainless steel case.

The operating panel shall comprise of the following

- i) A series of electronic touch buttons corresponding to the landings served. Each button shall illuminate to show the floor for which a car dispatch call is registered.
- ii) Switches for fan and lights.
- iii) Door OPEN button
- iv) Door CLOSE button
- v) Overload indicator
- vi) Alarm button, connected to a battery powered intercom systems

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- vii) Intercom system
- viii) Key switches to control:-
 - a) Fire master Control
 - b) Independent service

ix) CCTV and lift monitoring system

x) All the lift call buttons and car operation panels must have buttons for the disabled (Braille for the blind and button for wheel chair users) complying to EN81-20:2014 and EN 81-50:2014 requirements

3.4.14 **Car Position and Direction Indicator**

A self-illuminated car position and direction indicator housed in a steel case, shall be mounted in the car door header and fitted with stainless steel cover plate. It shall be fitted at such an angle that it is easily visible and legible to any passenger in a full cabin. The display digits shall have a minimum height of 40 mm. In addition, voice synthesizer facility shall be provided that announces the floor on arrival.

A similar direction indicator shall be mounted above each of the landing doors.

3.4.15 **Landing Call Buttons**

At each landing, one stainless steel flush-mounted panel, with two electronic touch buttons for "Up" and "Down" traffic shall be provided. The buttons must light up when a call is registered.

Direction arrow lights to be incorporated in all landing button plates, arranged so that when a button is pressed the corresponding arrow will illuminate indicating the direction of the call which is registered.

3.4.16 **Car and Landing Door Operator**

- i) An electric door operator shall be provided to open simultaneously the car and landing doors when the car is approximately 200mm from a landing. The operator shall be self-contained computer compatible electronic controlled drive system capable of communicating with the lift microprocessor equipment and passenger sensors and independently executes the opening and closing commands door. It shall have programmed closing and opening doors speeds that shall be traffic dependent. Highest door speeds shall be used during intensive peak traffic. Thus the opening, closing and dwell times shall be fully adjustable for speed and time.
- ii) The door dwell time shall be automatically reduced to approximately one second when a car floor button is pressed; also when a passenger leaves the car at his destination; even when no incoming passenger presses a new car floor button.
- iii) Emergency key provision shall be made to open doors to all landings from outside the hoist way. It shall also be possible to open the doors manually from within the car, provided the car is within the landing zone.

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- iv) An electronic contact for the lift car door shall be provided which shall prevent the lift movement away from the landing unless the car and landing doors are in the closed position. The landing door shall be equipped with a positive electro-mechanical interlock and auxiliary door closing device so that the lift can be operated only after the interlock circuit is established.

- v) Should the load on the car exceed the maximum load, the car and landing doors shall not close, and an audible alarm shall be sounded.
- vi) The doors shall open automatically while the car is levelling at the respective landing. The doors shall automatically close after programmable traffic dependent time interval has elapsed; but momentary pressure on the "Door Open" button installed in the car shall reverse the motion and re-open the doors and reset the time interval.
- vii) The car landing door leading edge shall be provided with protective electronic sensing device extending the full height and projecting beyond the front edge of the door. This device shall be so arranged that, should it sense a person or any obstruction in its path while the doors are closing, it shall automatically cause both the car and the landing door to return to open position.

The zone of protection shall be at least 100 mm in advance of the car and landing door edges.

- viii) Each car shall be equipped with sensor detecting passenger movements on the landing in front of the car, also when the car door is only partly open.

To prevent accidents when passengers intentionally put their hands between the doors to cause re-openings at least one detector shall cover the whole door area and remain active until the door is fully closed. The passenger detector and the electronic safety edge shall complement each other in such a way that should one fail, the other alone will assure a safe and comfortable door operation.

- ix) In intensive traffic situations when the lift stops for car call only and the probability exists that only one or a few of the passengers will leave the car, the doors shall be capable of partial opening to provide for faster operation and optimum use of transportation capacity. Partial opening to be at least 800 mm.
- x) There shall be an invisible frequency source (e.g. infra-red rays) arrangement projecting a beam of electromagnetic waves across the lift car entrance. After a stop is made, the door shall remain open, as stated above, for a predetermined interval, unless closing is initiated sooner by the interruption and re-establishment of the beam. The doors shall be prevented from closing as long as either beam is interrupted or the car door protective device is actuated, except as provided below.
- ix) If, while the doors are closing either electromagnetic wave beam is interrupted by a passenger entering or leaving the car, or the car door protective device is actuated, the doors shall stop and re-open, after which the doors shall again start to close.\

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- x) The lift shall be fitted with an audible sounder that shall be triggered as and when the car and landing doors commence to swing open at a landing stop.

3.4.17 Car Frame

The car frame supporting the car platform and car superstructure shall be made of heavy duty solid structural steel designed for general purpose elevator, and shall be fitted with guides and safety devices mounted underneath the car platform. The steel shall be zinc coated at the factory. The car frame shall be braced and gusseted to relieve the car superstructure of strain. Application of the safety gear or uneven loading of the car shall not deform the car frame.

3.4.18 **Car Finishes and Fittings** –

i) **General**

The car shall be constructed from pressed sheet steel. The methods of construction and strength of the lift cars and the door panels shall comply with B.S. 2655; part 1: 1970 and current amendments. The top of the car shall be covered in the sheet steel capable of withstanding a load of 37kg per square metre of surface.

ii) **Finish**

The car walls shall be stainless steel with full mirror on rear side. The final finish material approved by the Architect/Engineer before order. The back of the car shall be having a transparent glass to approval.

iii) **Skirting**

A 150mm high 18-gauge satin finish stainless steel skirting shall be provided around the inside perimeter of the car.

iv) **Hand Rail**

A substantial, continuous stainless steel hand rail to the approval of the Engineer shall be provided at a height of 975mm on all sides of each car except on the car operating panel side.

v) **Floor Covering**

The floor covering shall be granite tiles or another material approved by the Architect/Engineer.

The color and type of finished shall be approved by the Architect before ordering.

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vi) **Car Doors**

The doors shall be variable frequency electrically controlled A.C. motor driven center opening. The doors shall be of the hollow metal type made of 16 gauge brushed sheet stainless steel pressed to shape and rolled so that it does not give sharp edges to AISI 304.

A suitable lining shall be used to avoid metallic ring. All joints shall be reinforced, welded and finished flush and where necessary shall be reinforced to take hangers, closers, hooks, etc.

The door shall be fully automatic, power operated and cushioned so as to prevent slamming at the limits of movements.

vii) **Ventilation**

Ventilation shall be adequate, indirect and free from draughts an exhaust fan shall be provided which shall have sleeve bearings and be quiet in operation.

Ventilation openings in the car itself particularly in the upper portion shall not render the exhaust fan ineffective in providing forced ventilation of the car.

vii) **Car Interior Lighting**

Indirect Lighting shall be fitted in the car to a level of 150 lux. The fittings shall be fully recessed to prevent damage by tall items and have automatic ON/OFF energy saving features. Emergency car lighting to be incorporated

3.4.19 **Landing Doors and Architraves –**

The doors shall be programmable high speed center opening as described above and shall have at least half an hour fire resistance; copies of fire test certificate shall be submitted for the Engineer's approval prior to the installation of the doors.

The doors shall be fabricated from 16-gauge sheet steel electrolytically zinc-coated at the factory and shall be of the same finish and appearance as architraves.

A suitable lining shall be used to avoid metallic ring all joints shall be reinforced, welded and finished flush and, where necessary, be reinforced to take hangers, closers hooks etc. The doors shall be fitted with rubber bumpers at the back to avoid banging on the door frame when the door is fully open.

Frames shall combine cabinet's jambs and strips, still tract hanger housing and smooth running of doors. Non-slip treads shall be provided where necessary.

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At the site the architrave and landing door shall be painted by at least three coats of high quality gloss paint of an approved color.

The sills shall have metallic self-cleansing groove to receive the door guides rubbing between guides and sill groove and shall be minimum to ensure smooth and quiet operation.

The clearance between the car and landing sill shall be 20 mm maximum.

ii) **ARCHITRAVES –**

Architraves shall be supplied for all lifts, and shall be imported together with the lifts. Locally manufactured architraves are unacceptable.

Architraves shall be of 16-gauge sheet steel electrolytically zinc-coated, pressed to shape, welded together and made integral to suit the full wall thickness and shall be subjected to approval by the Engineer. The tenderer shall give an alternative price for 16-gauge brushed stainless steel architraves and landing doors.

iii) **LANDING DOOR INTERLOCKS**

Each landing door shall be equipped with main and emergency electro-mechanical interlocks operated by a retiring cam or other approved device on the car which shall prevent the car moving away from the landing unless all doors are in closed position. The interlocks shall also prevent the opening of any landing door until the car has reached

3.4.20 **Lift Shaft Installations**

3.4.21 **Guide Rails-**

Guide rails for the car and counter weights shall be T-Section steel guide rails planned on three edges. Rails shall be placed accurately and fixed firmly to the shaft walls with sufficient spacing between brackets.

The fixing of rails and connection between two or more sections of rail shall be in such a manner that the straight and vertical position is not influenced by changes in temperature or ordinary settlement of the structure.

3.4.22 **Car and Counter Weight Guides Shoes**

Spring loaded roller type of guide shoes mounted on ball bearings shall be supplied and installed on both the car and counterweight. Each wheel shall be provided with a renewable solid neoprene tyre and shall be accurately aligned to achieve smooth rolling action.

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3.4.23 **Counterweight-**

A suitable adjustable counter weight shall be fitted and installed for each lift. The filler weights shall be of cast iron of known weight securely housed in a rigid fabricated frame fitted with four guide shoes.

3.4.24 **Terminal Buffers**

Hydraulic, energy absorbing spring return buffers or robust design shall be installed in the pits under each car and its counter weight. The buffers shall bring the car to a stop should the car or counterweight overrun, without permanent damage or deformation when the lift is operating at 10% above the contract speed and 10% in excess of the Contract load. The buffers shall be of self-resetting type. The Contractor shall provide to the Engineer manufacturer's certificates for scrutiny and retention.

3.4.25 **Terminal and Final Limits**

The car shall be slowed down and stopped automatically at the terminal landings. Should the car travel beyond the terminal landings, final lift shaft limit switches shall automatically cut off the power to the motor and controller and apply the lift machine's brakes. These switches shall not depend on the action of a spring for their operation.

3.4.26 **Other Provisions in Shaft**

- i) Lighting or provision for lighting shall be allowed for in the shaft to assist maintenance personnel.
- ii) An emergency stop switch shall be provided in the shaft for maintenance purposes. The position of the switch shall be such that it can be easily switched off before getting into the shaft.
- iii) A screen shall be provided to seal off the counterweight so that nobody can gain access to its path. A red engraved sign written "DANGER-BEWARE OF DESCENDING COUNTERWEIGHT" shall be fitted on the screen.
- iv) The screen should cover the full length of the counterweight at midway point of the shaft so that the chances of the counterweight knocking someone working on the car are reduced to a minimum.
- v) All the rotating pulleys (diverted, main sheave, etc.) shall be covered such that nobody is in danger of being trapped between the ropes and the pulley when the lift is in motion and the rotating parts should be painted yellow.

3.5 **Accessories on top of the car -**

- a) The car top shall be kept free of all except the most necessary equipment and length of conduit runs shall be kept to a minimum.

The top shall be designed to carry the weight of at least two men.

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- b) An engineer's maintenance control station on top of the car shall be provided, consisting of adequate lighting (which can be on and off), and a proper socket outlet to power other maintenance equipment e.g. drilling machines, extension lead, blower etc.
- c) Test up and down push buttons shall be as provided on a panel located on top of the car door for operation during maintenance work.

3.6. **Lifting Machinery**

3.6.1 **The Motor Drive System-**

The motor drive system should be Gearless Machine room above.

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3.6.2 Brake

The brake shall be spring applied and shall be fitted with two springs. Self-aligning easily adjustable shoes with renewable linings shall be provided. The brake shall operate on a brake pulley forming part of the driving shaft and shall be electrically released using a D.C. solenoid. The brake system will only act as holding brake in normal operation. Deceleration will normally be carried out by the variable voltage control system.

3.6.3 Hoisting Ropes –

The lifts shall be provided with suitable car and counter-weight hoisting ropes manufactured, tested and handled in accordance with British Standards.

A test shall be made at the manufacturer's works for tension, tensile and breaking load of the rope as set out in relevant British Standards and the Contractor shall supply certified copies of test certificates to the Engineer. Sheaves shall be made of best grade iron, turned true and grooved for the ropes.

3.6.4 Sheaves–

The sheaves shall be of ample diameter for the ropes used. The traction shall be accurately machined from a semi-steel casting, properly grooved for the appropriate number and size of hoist ropes, of ample diameter.

The diverting sheave and the lift and counterweight sheaves shall comply with the same requirements as the traction sheave and shall be either of semi-steel or best grade close-grained cast iron.

The traction sheave, brake pulley and drive motor armature shall be mounted on a single one-piece sheave shaft turned from a single heat-treated steel bar. Beams shall be sound insulated from structure parts.

3.6.5 Electrical Installation–

All motors and switchgear shall be rated for operating at 240/415V 50 Hertz A.C power supply.

The installation must comply with the IEE regulations. All wiring shall be carried out in a neat and orderly manner. Cable run on walls all or ceilings to be in a straight line and right angle bends enclosed in steel ducting.

Connections to equipment more than 400 mm from walls shall be run from the wall in conduit cast in the floor to a connector box fixed upright adjacent to the equipment and through flexible conduit to the equipment.

All electrical switchgear must be clearly labelled. The trailing cable shall be of stranded flame proof lift type and flexible; so installed as to prevent mechanical stress on conductors and terminations. It shall be free from twist, kinks, abrasion and any other mechanical damage.

3.7 **Alarm Emergency System**

An alarm button in the car shall simultaneously activate an audible alarm situated on the car, and supervisory board near reception desk. The alarm shall be supplied with electricity from a dry cell battery supplied by the Contractor. All wiring and installation of the alarm intercom system shall be done by the Contractor.

3.8 **Car Safety Device Governors-**

A sliding or approved type of car safety device shall be mounted beneath each car platform. The safety device shall be operated by a centrifugal speed governor to which it shall be connected through a continuous stranded steel rope. The governor shall be located on the machine platform. Prior to the application of the safety device all electric power shall be positively cut off from the lift motor. The gradual application of the safety device shall bring the car to a smooth sliding stop.

The following safety devices shall also be incorporated: -

- i) Car door closing-force limiter to prevent accidents.
- ii) Emergency unlocking of the car door from the landing for evacuation as well as for maintenance using special key.
- iii) Emergency Landing Device
- iv) Voltage stabilizer
- v) Fireman's Emergency Return
- vi) Emergency car lighting

3.9 **Controller-**

The controller shall be enclosed in a freestanding floor mounted and totally enclosed steel framed cabinet with hinged doors at the front and detachable panel at the rear. All the necessary relays, contactors, meters, fuses, rectifiers, resistors, etc. forming part of the controller shall be accessible from both the front and rear. All components shall be clearly labelled as to their function and shall readily be accessible for easy maintenance and inspection.

3.10 **Manual Operation**

As stated under Safety Devices, a provision shall be made for manual lifting and lowering of the lift by means of spokeless wheel of flywheel permanently fixed at the end of the hoisting motor shaft. The wheel, where it is not fitted permanently to the motor, shall be mounted on a tool board together with the brake-release lever. The landing door emergency key shall be supplied and fixed by the Contractor.

Travel (including ground, air travel and airport passage taxes) and full board accommodation expenses in at least (3) star hotel incurred by the engineers appointed by the project manager and the employer's representative shall be borne by the contractor. The costs incurred shall be re-imbursed to the contractor from the provisional sum allowed in the main summary page of the bills of quantities.

3.12 **Testing and Commissioning**

The Contractor shall supply at his own cost all test equipment necessary for the testing and commissioning of the system. The Contractor shall provide the personnel to do the necessary tests and commissioning and shall notify the Engineer and all other parties at least 2 weeks before the commencement of tests.

All necessary tests including safety-gear test at full load in the car shall be carried out. Two copies of certified tests results shall be forwarded to the Engineer before handing over the lift installation.

3.13 **Equipment to be Handed Over the Client**

The following items shall be supplied to the Employer on the commissioning day: -

- a) A pair of record drawings.
- b) A pair of all keys e.g., release keys, independent service keys, car light keys etc.

The Contractor shall supply a set of protective quilted cover pads to each of the lifts to the Employer.

3.14 **MANDATORY REQUIREMENT FOR TECHNICAL COMPONENTS**

1. Traction machine control cabinet **MUST** be same as from the factory of manufacture
2. Car materials **MUST** be wholly stainless steel
3. The inverter **MUST** be an elevator special inverter

3.15 **MANDATORY REQUIREMENT FOR STANDARD CONFORMITY**

1. Supplier must provide certificate of conformity for Over-speed governors, Safety Gears, Buffers, Landing Door Locking devices, car Ascending over-speed protection devices, unintended car movement protection means and electronic system in safety related applications for lifts.
2. Suppliers must provide certificate of conformity for international standards for lifts as in EN 81-20 and EN 81-50

3.16 **FACTORY INSPECTION**

3.16.1 The employer shall be entitled to have the quantity and quality of the imported lifts materials inspected by two number (2No.) engineers appointed by the Project Manager, and Two (2No.) representatives from the User department.

3.16.2 The said inspection shall be carried out at the factory of manufacture of the lift's materials during normal working hours and the successful tenderer shall give written notice to the Project Manager at the latest thirty (30) calendar days in advance of the date that the lifts materials are ready for inspection.

3.16.3 Travel (including ground, air travel and airport passage taxes) and full board accommodation expenses in at least a three (3) star hotel incurred by the engineers appointed by the Project Manager, and User department representative shall (see clause 17.1) be borne by the contractor. The contractor shall also meet out of pocket expenses for the officers at Government of Kenya rates for the duration of the factory inspection. The costs incurred shall be reimbursed to the contractor from the provisional sum allowed in page (G/7) of the Bills of Quantities.

3.16.4 The inspection period shall be five (5) working days excluding travelling time. 108

3.16.5 If as a result of the inspection any of the lift materials are found to be defective, the successful tenderer shall replace the defective materials and determine a new date as when a new inspection shall be performed at the expense of the contractor.

3.16.6 The successful tenderer shall only ship the lift materials after the said factory inspection.

3.17 LIFT MONITORING SYSTEM

3.17.1 This is to be a software-based system with a 20" colour monitor and a key board to monitor and control security functions at all times. It shall be located at the reception/security desk

SECTION F

BILLS OF QUANTITIES

CONTENTS

CLAUSE No.	PAGE
1. GENERAL NOTES TO TENDERERS.....	F-1
2. BILLS OF QUANTITIES	F-3
4. SUMMARY PAGE.....	F-4

SCHEDULE OF PRICES

GENERAL NOTE

1. The total of price in the summary of prices shall include for the whole of the Contract Works in accordance with the specification as defined before and shall be carried forward to the Form of Tender.
2. Any prices omitted from any item, section or part of the price schedule shall be deemed to have been included in another item, section or part.
3. The prices shall include for all obligations under the Contract including and not limited to:-
 - a) Supply of all materials, equipment, apparatus, fittings, spares and tools
 - b) Insurance
 - c) Clearing and forwarding
 - d) Delivery and storage at site
 - e) Packing for storage
 - f) Replace any defective or damaged item
 - g) Installation
 - h) Testing
 - i) Painting
 - j) Commissioning
 - k) Maintenance during the defects liability period
4. The unit rates shall include import duty where applicable **but without VAT**, and shall be expressed in Kenya Shillings.

BILL NO.1: CONTRACT PRELIMINARIES					
S/NO	DESCRIPTION	Qty	Unit	RATE	AMOUNT
1	BID BOND A bid bond shall be required in the amount stated here or in the invitation to tender or advertisement Bid bond amount of Kshs.250,000.00 Bid bond shall be from EITHER an insurance or bank	1	Item		
2	CLEARING AWAY The Contractor shall remove all temporary works, rubbish, debris and surplus materials from the site as they accumulate and upon completion of the works, remove and clear away all plant, equipment, rubbish, unused materials and stains and leave in a clean and tidy state to the reasonable satisfaction of the Project Manager. The whole of the works shall be delivered up clean, complete and in perfect condition in every respect to the satisfaction of the Project Manager	1	Item		
3	PRICING RATES The tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items for which no rate or price is entered by the tenderer will not be paid for when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. The tenderer shall include for all costs in executing the whole of the works, including transport, replacing damaged items, fixing, all to comply with the said Conditions of Contract. Prices quoted should be net inclusive of all taxes, must be in Kenya shillings Prices shall remain valid for One Hundred and twenty-seven (126) days from the closing date of tender. The rates and prices quoted by the tenderer shall only be subject to adjustment during the performance of the Contract if provided for in the Appendix to Conditions of Contract	1	Item		

	and provisions made in the Conditions of Contract				
4	URGENCY OF THE WORKS The Contractor is notified that these “works are urgent” and should be completed within the period stated in these Particular Preliminaries. The Contractor shall allow in his rates for any costs he deems that he/she may incur by having to complete the works within the stipulated contract period	1	Item		
5	PAYMENT FOR MATERIALS ON SITE All materials for incorporation in the works must be stored on site before payment is effected, unless specifically exempted by the Project Manager. This is to include materials of the Contractor, nominated sub-Contractors and nominated suppliers.	1	Item		
6	SECURITY FOR THE WORKS The Contractor shall allow for providing adequate security for the works and the workers in the course of execution of this contract. No claim will be entertained from the Contractor for not maintaining adequate security for both the works and workers	1	Item		
7	AIR TIME Provisional Sum of Kenya Shillings Two Thousand (Ksh. 2000.00) per month per Officer (3 No. Officers) for the provision of Airtime to the Project Management team for the duration of the contract. Allow a percentage sum for the contractor’s attendance, tax and profits for the above	1	Item		

8	<p>PERFORMANCE BOND 5% bond shall be required from the specified institution The period for supplying the bond shall be 14 days. No contract shall be signed, NOR shall any payment be made before the bidder has complied with the bond requirements Failure to deliver the bond within the specified period shall automatically disqualify the bidder and the tender shall be awarded to next most responsive bidder without reference to the defaulting bidder. Should the bidder commence works and subsequently fail to provide the bond, he shall be evicted from site without any reimbursement notwithstanding the site having been handed over by the PM and client. The handing over only kick starts the process and is not a waiver to bond conditions. The bond for the due performances of the Contract shall be valid up to the date of completion as certified by the PROJECT MANAGER Any bond which provides otherwise or attempts to vary the duration of validity shall be invalid The bond shall comply in all respects with the PPOA copy enclosed in the instructions to tender. A bond that does not match the PPOA copy shall be treated as NO BOND! The contractor shall provide a bid security duly signed, sealed and stamped from an approved Bank of required amount</p>	1	Item		
9	<p>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.</p>	1	Item		
10	<p>STORAGE OF MATERIALS The Contractor shall provide at his own risk and cost where directed on the site weather proof lock-up sheds and make good damaged or disturbed surfaces upon completion to the satisfaction of the PROJECT MANAGER Nominated Sub-Contractors are to be made liable for</p>	1	Item		

	the cost of any storage accommodation provided especially for their use.				
11	<p>SAMPLES The Contractor shall furnish at his own cost any samples of materials or workmanship including concrete test cubes required for the works that may be called for by the PROJECT MANAGER for his approval until such samples are approved by the PROJECT MANAGER and the PROJECT MANAGER, may reject any materials or workmanship not in his opinion to be up to approved samples. The PROJECT MANAGER shall arrange for the testing of such materials as he may at his discretion deem desirable, but the testing shall be made at the expense of the Contractor and not at the expense of the PROJECT MANAGER PROVIDED THEY PASS THE TEST. The Contractor shall pay for the testing in accordance with the current scale of testing charges laid down by the Ministry of Public Works. The procedure for submitting samples of materials for testing and the method of marking for identification shall be as laid down by the PROJECT MANAGER The Contractor shall allow in his tender for such samples and tests except those in connection with nominated sub-contractors' work. No alternate rate shall be offered on account that the employer has chosen a superior finish unless the bidder had attached the sample he priced</p>	1	Item		
12	<p>AREA TO BE OCCUPIED BY THE CONTRACTOR The area of the site which may be occupied by the Contractor for use of storage and for the purpose of erecting workshops, etc., shall be defined on site by the PROJECT MANAGER</p>	1	Item		

13	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.	1	Item		
14	WORKING DRAWINGS: The Sub-contractor shall prepare such Working Drawings. Three copies of all working drawings shall be submitted to the Engineer for approval. One copy of the working drawings submitted to the Engineer for approval shall be returned to the subcontractor indicating approval or amendment therein	1	Item		
15	RECORD DRAWINGS (AS INSTALLED) DRAWINGS During the execution of the Sub-contract Works the Sub-contractor shall, in a manner approved by the Engineer record on Working or other Drawings at site all information necessary for preparing Record Drawings of the installed Sub-contract Works. Marked-up Working or other Drawings and other documents shall be made available to the Engineer as he may require for inspection and checking. Record Drawings, may, subject to the approval of the Engineer, include approved Working Drawings adjusted as necessary and certified by the Sub-contractor as a correct record of the installation of the Sub-contract Works	1	Item		

16	MAINTENANCE MANUAL Upon Practical Completion of the Sub-contract Works, the Subcontractor shall furnish the Engineer four copies of a Maintenance Manual relating to the installation forming part of all of the Subcontract Works	1	Item		
17	SUPERVISION BY ENGINEER AND SITE MEETINGS A competent Project Engineer appointed by the Engineer as his representative shall supervise the Contract works. The Project Engineer shall be responsible for issuing all the site instructions in any variations to the works and these shall be delivered through the Contractor with the authority of the Project Manager. Any instructions given verbal shall be confirmed in writing. The project engineer and (or) the Engineer shall attend management meetings arranged by the Project Manager and for which the Contractor or his representative shall also attend. For the purpose of supervising the project, provisional sums are provided to cover for transport and allowances. The Contractor shall in his tender allow for the provision of management meetings and site inspections, as instructed by the Engineer, and also profit and attendance on these funds. The funds shall be expended according to Project Manager's instructions to the contractor.	1	Item	150000	150000
18	Allow a percentage sum for the contractor's attendance, profit and tax for the above item	1	Item		
19	TESTING AND INSPECTION – INSTALLATION Allow for testing each section of the Sub-contract Works installation as described hereinafter to the satisfaction of the Engineer	1	Item		

20	<p>INITIAL MAINTENANCE The sub-contractor shall make routine maintenance once a month during the liability for the Defects Period and shall carry out all necessary adjustments and repairs, cleaning and oiling of moving parts. A monthly report of the inspection and any works done upon the installation shall be supplied to the Engineer. The sub-contractor shall also provide a 24 - hour break-down service to attend to faults on or malfunctioning of the installation between the routine visits of inspection. The sub-contractor shall allow in the sub-contract Sum of the initial maintenance, inspection and break-down service and shall provide for all tools, instruments, plant and scaffolding and the transportation thereof, as required for the correct and full execution of these obligations and the provision, use or installation of all materials as oils, greases, sandpaper, etc., or parts which are periodically renewed such as brake linings etc., or parts which are faulty for any reason whatsoever excepting always Acts of God such as storm, tempest, flood, earthquake and civil revolt, acts of war and vandalism</p>	1	Item		
21	<p>PREVENTION OF ACCIDENT, DAMAGE OR LOSS The Contractor is notified that these works are to be carried out on a restricted site where the client is going on with other normal activities. The Contractor is instructed to take reasonable care in the execution of the works as to prevent accidents, damage or loss and disruption of normal activities being carried out by the Client. The Contractor shall allow in his rates any expense he deems necessary by taking such care within the site</p>	1	Item		

22	<p>GOVERNMENT ACTS REGARDING WORKPEOPLE ETC. Allow for complying with all Government Acts, Orders and Regulations in connection with the employment of Labour and other matters related to the execution of the works. In particular the Contractor's attention is drawn to the provisions of the Factory Act 1950 and his tender must include for all costs arising or resulting from compliance with any Act, Order or Regulation relating to Insurances, pensions and holidays for workpeople or so the safety, health and welfare of the workpeople. The Contractor must make himself fully acquainted with current Acts and Regulations, including Police Regulations regarding the movement, housing, security and control of labour, labour camps, passes for transport, etc. It is most important that the Contractor, before tendering, shall obtain from the relevant Authority the fullest information regarding all such regulations and/or restrictions which may affect the information regarding all such regulations and/or restrictions which may affect the organisation of the works, supply and control of labour, etc., and allow accordingly in his tender. No claim in respect of want of knowledge in this connection will be entertained</p>	1	Item		
23	<p>PROTECTION OF THE WORKS. Provide protection of the whole of the works contained in the Bills of Quantities, including casing, casing up, covering or such other means as may be necessary to avoid damage to the satisfaction of the PROJECT MANAGER and remove such protection when no longer required and make good any damage which may nevertheless have been done at completion free of cost to the Government</p>	1	Item		

24	<p>WATER AND ELECTRICITY SUPPLY FOR THE WORKS The Contractor shall provide at his own risk and cost all necessary water, electric light and power required for use in the works. The Contractor must make his own arrangements for connection to the nearest suitable water main and for metering the water used. He must also provide temporary tanks and meters as required at his own cost and clear away when no longer required and make good on completion to the entire satisfaction of the PROJECT MANAGER. The Contractor shall pay all charges in connection herewith. No guarantee is given or implied that sufficient water will be available from mains and the Contractor must make his own arrangements for augmenting this supply at his own cost. Nominated Sub--contractors are to be made liable for the cost of any water or electric current used and for any installation provided especially for their own use</p>	1	Item		
25	<p>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</p>	1	Item		

26	CONTRACTOR'S SUPERINTENDENCE/SITE AGENT The Contractor shall constantly keep on the works a literate English speaking Agent or Representative, competent and experienced in the kind of work involved who shall give his whole experience in the kind of work involved and shall give his whole time to the superintendence of the works. Such Agent or Representative shall receive on behalf of the Contractor all directions and instructions from the Project Manager and such directions shall be deemed to have been given to the Contractor in accordance with the Conditions of Contract	1	Item		
27	EXISTING PROPERTY. The Contractor shall take every precaution to avoid damage to all existing property including roads, cables, drains and other services and he will be held responsible for and shall make good all such damage arising from the execution of this contract at his own expense to the satisfaction of the PROJECT MANAGER	1	Item		
28	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	1	Item		
Total for Bill No 1-Preliminaries carried forward to price summary page					
PRICE SCHEDULE 2.0 – PRICE FOR 3NO. PASSENGER LIFTS					
ITEM	DESCRIPTION	QTY	UNIT	RATE	KSHS

1	Supply, deliver to site and install 3 no. electrically driven 1350kg capacity,2.5m/s speed convectional machine room less passenger's lifts comprising electronically controlled AC variable voltage variable frequency regulated landing approach, lift computer control equipment, hoists and counterweight, the car with programmable speed, center opening car and landing doors complete with internal furnishings, fan. control panels and lighting fittings, car and landing doors electrically controlled and operated, hoists way doors and entrances, necessary controls and power cables, installations materials and all accessories and complying with the specifications as per EN 81 20/50 Standard. All the lift call buttons and car operation panels must have buttons for the disabled (Braille for the blind and button for wheel chair users) complying to EN81-20:2014 and EN 81-50:2014 requirements (imported and local components to be apportioned as the following				
A	Landed cost of imported lift materials For item 1 above(C&F Value)	3	No		
B	Price for import duty on imported materials for item 1 above	3	No		
C	Cost of marine insurance,clearing and handling charges,inland transportation and offloading at site	3	No		
D	Price for locally purchased Materials, Installation and commissioning costs	3	No		
E	Allow for the dismantling, transporting for storage within Nairobi and handing over to Client of the existing old lifts complete with all associated accessories	3	No		
F	Allow for Builders work and 'Making good' all the Builders work associated with the dismantling of the old lifts and installation of new ones	3	No		
G	Allow for Hoarding, material storage at site and scaffolding				
H	Allow for shaft lighting and painting	3	No		

I	Allow for associated Electrical works on the lifts work	3	No		
J	Provisional sum for statutory inspection of the 3No. new lifts on commissioning and thereafter two times during the 12 months defects liability period for whole period as described on General Specifications for Lifts Installation Work	3	Item		
K	Price for full service maintenance of the lifts during 12 months defects liability period for whole period @ Kshs.per month	1	Item		
L	Price for 2 sets of operation and maintenance manuals as described in the specifications.	1	Item		
M	Contingency sum to be used at the discretion of the engineer	1	Item	1000000	
N	Any other equipment or work necessary for the satisfactory completion of the installation works(if none write Nil)	1	Item		
O	Allow for overseas factory inspection for site engineer,client representatives,procurement officer	6	No	1000000	6000000
	SUB-TOTAL CARRIED TO PAGE F-2				
ITEM	DESCRIPTION	QTY	UNITS	RATES	TOTAL KSHS
	Sub-total for Schedule No. 1				
	Sub-total for Schedule No. 2				
SUB TOTAL OF PRICES C/F TO FORM OF TENDER					
ADD 16 % VAT					
TOTAL OF PRICES C/F TO FORM OF TENDER					

F2

SECTION G

TECHNICAL SCHEDULE OF ITEMS TO BE SUPPLIED

CONTENTS

<u>CLAUSE No.</u>		<u>PAGE</u>
1.	GENERAL NOTES TO THE TENDERER.....	G-1
2.	TECHNICAL SCHEDULE.....	G-2 , G-3

(i)

TECHNICAL SCHEDULE

General Notes to the Tenderer

The tenderer shall submit technical schedules for all materials and equipment upon which he has based his tender sum.

The tenderer shall also submit separate comprehensive descriptive and performance details for all plant apparatus and fittings described in the technical schedules. Manufacturer's literature shall be accepted. Failure to comply with this may have his tender disqualified.

Completion of the technical schedule shall not relieve the Contractor from complying with the requirements of the specifications except as may be approved by the Engineer.

TECHNICAL SCHEDULE

General purpose Passenger Lift

The tenderer shall fill in the following information pertaining to the Lifts being offered at the time of tendering.

- i) Type of Drive motor and size (HP)
- ii) Manufacturer.....Country:.....
- iii) Power Consumption at Full Load, kW
- iv) Starting Current A
- v) Duration of starting current, Sec
- vi) Hoist capacity
- vi) Hoist speed.....
- vii) Operation.....
- viii) Landing doors safety features
(List)
- ix) Dimensions of control plant room required
(length x width x height).....
- x) Dimensions of lift shaft required
(width x depth)
- xi) Dimension of Headroom required at the last top travel.....
- xii) Depth of shaft required beyond the Lower Ground Floor Level.....
- xiii) Clear Structural openings required at landings
- xiv) Any other structural or electrical provision required to be provided by others
(Please specify, if any; otherwise write NONE).
.....
.....
.....
.....

SECTION H

STANDARD FORMS

NOTE:

ALL FORMS IN THIS SECTION MUST BE FILLED AS THEY SHALL BE PART OF THE
EVALUATION CRITERIA

SECTION H

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TITLE	PAGE
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12. Details of Litigation or Arbitrations	H-13
13. Form of Tender.....	
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PERFORMANCE BANK GUARANTEE

To: COUNTY CHIEF OFFICER, LANDS SUB SECTOR,
NAIROBI CITY COUNTY HALL ANNEX
P.O. Box 45844 - 00100
NAIROBI

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 cavil 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

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/Fax Address 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: THE COUNTY SECRETARY
Nairobi City MAIN COUNTY CITY HALL
P.O. Box 3005-00100,
NAIROBI

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2 (b) or 2(c) and (2d) 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:
Kenya Shillings.....

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:

	<i>Name in full</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>
1.
2.
3.
4.

Part 2(c) – Registered Company

Private or Public

State the nominal and issued capita of the company:

Nominal KShs.

Issued KShs.

Give details of all directors as follows:

	<i>Name in full</i>	<i>Nationality</i>	<i>Citizenship Details*</i>	<i>Shares</i>
1.
2.
3.
4.

Part 2(d) Interest in the Firm:

Is there any person/persons in the employment of the Government of Kenya WHO has interest in this firm? Yes/No (Delete as necessary)

I certify that the above information is correct.

.....
Title

.....
Signature

.....
Date

* Attach proof of citizenship

KEY PERSONNEL

Qualifications and experience of key personnel proposed for administration and execution of the Contract.

POSITION	NAME	YEARS OF EXPERIENCE (GENERAL)	YEARS OF EXPERIENCE IN PROPOSED POSITION
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

I certify that the above information is correct.

.....
Title

.....
Signature

.....
Date

CONTRACTS COMPLETED IN THE LAST EIGHT (8) YEARS

Work performed on works of a similar nature, complexity and volume over the last 8 years.

PROJECT NAME	NAME OF CLIENT	TYPE OF WORK AND YEAR OF COMPLETION	VALUE OF CONTRACT (Kshs.)

I certify that the above works were successfully carried out and completed by ourselves.

.....
Title

.....
Signature
H-6

.....
Date

SCHEDULE OF ON-GOING PROJECTS

Details of on-going or committed projects, including expected completion date.

<u>PROJECT NAME</u>	<u>NAME OF CLIENT</u>	<u>CONTRACT SUM</u>	<u>% COMPLETE</u>	<u>COMPLETION DATE</u>

I certify that the above works are currently being carried out by ourselves.

.....
Title

.....
Signature

.....
Date

H-7

**SCHEDULE OF MAJOR ITEMS OF CONTRACTOR'S EQUIPMENT
PROPOSED FOR CARRYING OUT THE WORKS**

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?)

FINANCIAL REPORTS FOR THE LAST FIVE YEARS

(Balance sheets, Profits and Loss Statements, Auditor's reports, etc.

List below and attach copies)

1. _____.
2. _____.
3. _____.
4. _____.
5. _____.
6. _____.
7. _____.
8. _____.
9. _____.
10. _____.

**EVIDENCE OF FINANCIAL RESOURCES TO MEET QUALIFICATION
REQUIREMENTS**

**(Cash in Hand, Lines of credit, e.t.c. List below and attach copies of
supportive documents.)**

1. _____.
2. _____.
3. _____.
4. _____.
5. _____.
6. _____.
7. _____.
8. _____.
9. _____.
10. _____.

NAME, ADDRESS AND TELEPHONE, TELEX AND FACSIMILE OF BANKS

(This should be for banks that may provide reference if contacted by the employer)

NAME	ADDRESS	TELEPHONE	TELEX	FACSIMILE

DRAFT PROGRAM OF WORKS IN THE FORM OF A BAR CHART

DETAILS OF LITIGATIONS OR ARBITRATION PROCEEDINGS IN WHICH THE TENDERER IS INVOLVED AS ONE OF THE PARTIES

- 1. _____.
- 2. _____.
- 3. _____.
- 4. _____.
- 5. _____.
- 6. _____.
- 7. _____.
- 8. _____.
- 9. _____.
- 10. _____.

FORM OF TENDER

To: CLERK
Nairobi City NAIROBI CITY COUNTY CITY HALL ANNEX
P.O. Box 45844-00100
NAIROBI

Dear Sir,

LIFTS REPLACEMENT AT NAIROBI CITY COUNTY CITY HALL ANNEX

1. In accordance with the Instructions to Tenderers, Conditions of Contract, Specifications and Bills of Quantities for the execution of the above named Works, we, the undersigned offer to *implement* 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 Representative’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 for **a period of 120 days from the date of tender opening** and 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 of20.....

Signaturein the capacity of

Duly authorized to sign tenders for and on behalf of:

..... [*Name of Tenderer*]

Of..... [*Address of Tenderer*]

PIN No.

VAT CERTIFICATE No.

Witness: Name

Address

Signature

FORM OF TENDER SECURITY

WHEREAS (Hereinafter called “the Tenderer”) has submitted his tender dated For the **LIFTS REPLACEMENT AT NAIROBI CITY COUNTY CITY HALL ANNEX**

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 duly 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 thisDay 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 for 150 days after the date of tender opening, and any demand in respect thereof should reach the Bank not later than the said date.

.....
<i>(Date)</i>	<i>(Signature of the Bank)</i>
.....
(Witness)	(Seal)