COUNTY GOVERNMENT OF KISII

PROPOSED CONSTRUCTION OF NEW INPATIENT BLOCK AT NYAMACHE LEVEL 4 HOSPITAL

NEGOTIATION NO.2682756-2026/2027

TENDER DOCUMENT

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INVITATIONTOTENDER

PROCURING ENTITY: COUNTY GOVERNMENT OF KISII

CONTRACT NAME AND DESCRIPTION: PROPOSED CONSTRUCTION OF NEW INPATIENT BLOCK AT NYAMACHE LEVEL IV HOSPITAL

1. Tenderingwillbeconductedunderopencompetitivemethod(National).Tenderingisopentoallqualifiedand interested Tenderers.

2. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours from *Kisii procurement offices Block A Treasury Buildings opposite Huduma centre Kisii town* at the address given below.
P.OBox4550-40200
Email:
procurement@kisii.go.keKISII

3. A complete set of tender documents may be purchased or obtained by interested tenders upon payment of a non- refundable fees of Kshs. 1000 (One thousand shillings) in cashor Banker's Cheque andpayable to the address given below. Additionally, tender documents may be obtained electronically from the Website (*www.kisii.go.ke)*Tender documents obtained electronically will be free of charge.

4. Tenderdocumentsmay beviewed anddownloadedfor free fromthewebsite(*www.kisii.go.ke)*. Tendererswho download the tender document must forward their particulars immediately to *(procurement@kisii.go.ke,P.O BOX 4550-40200, KISII)* to facilitate any further clarification or addendum.

5. Tenders shall be quoted be in Kenya Shillings and shall include all taxes. Tenders shall remain valid for 120 (one hundred and twenty) days from the date of opening of tenders.

6. All Tenders must be accompanied by a ***tender Security [of an absolute value of not more than 2% of tender sum – Ksh -. 2,500,000.00***

7. TheTendershallchronologicallyserializeallpagesofthetenderdocumentssubmitted.

8. Completed tenders documents will be only be submitted through the IFMIS supplier portal www.**supplier.treasury.go.ke as per the requirements contained in the tender document so as to be received on or before the 23/11/2026 10.AM East African Time. Tenders will be opened immediately thereafter in the presence of bidders or their representative who choose to attend at the County Health Head quarters Boardroom.**

9. Tenderswill be opened immediately after the deadline date and time specified above or any dead line date and timesspecifiedlater.Tenderswillbe publiclyopenedinthe presence of the Tenderers'designatedrepresentatives who choose to attend at the address below.

10. Latetenders**willberejected**.

11. Theaddressesreferredtoaboveare:**IFMIS SYSTEM**

A. Addressforobtainingfurtherinformationandforpurchasingtenderdocuments

(1) NameofProcuringEntity:COUNTYGOVERNMENTOFKISII

(2) PhysicaladdressforhandCourierDeliverytoanofficeorTenderBox(TreasuryBuilding,BlockA, Procurement Pool office).

(3) PostalAddress:4550-40200,Kisii

(4) Email:procurement@kisii.go.ke

B. AddressforSubmissionof Tenders.

(1) NameofProcuringEntity:COUNTYGOVERNMENTOFKISII

(2) PhysicaladdressforhandCourierDeliverytoanofficeorTenderBox(TreasuryBuilding,BlockA, Procurement Pool office).

(3) PostalAddress:4550-40200,Kisii

(4) Email:procurement@kisii.go.ke

N/BHardCopy Tendersshallnotbeaccepted

C. **AddressforOpeningofTenders.**

(1) NameofProcuringEntity:COUNTYGOVERNMENTOFKISII

(2) PhysicaladdressforhandCourierDeliverytoanofficeorTenderBox(TreasuryBuilding,BlockA, Procurement Pool office).

(3) PostalAddress:4550-40200,Kisii

(4) Email:procurement@kisii.go.ke

N/BHardCopytendersshallNOTaccepted

HEAD SUPPLY CHAINMANAGEMENT

COUNTY GOVERNMENT OF KISII

DATE:…….

PART1: TENDERINGPROCEDURES

SECTIONI-INSTRUCTIONSTOTENDERERS A

GENERAL PROVISIONS

Scopeoftender

TheProcuring Entityas definedin theAppendixtoConditions of Contract invitestenders forWorks Contract as described in the tender documents. The name, identification, and number of lots (contracts) of this Tender Document are specified in the TDS.

Throughoutthistenderingdocument:

a) Theterm"inwriting"meanscommunicatedinwrittenform(e.g.bymail,e-mail,fax,includingifspecified in the TDS, distributed or received through the electronic-procurement system used by the Procuring Entity) with proof of receipt;
b) ifthecontextsorequires,"singular"means"plural" andviceversa;
c) "Day"meanscalendar day,unlessotherwisespecifiedas"BusinessDay". ABusinessDayisanydaythat is an official working day of the Procuring Entity. It excludes official public holidays.

Fraudandcorruption

TheProcuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act,2015,Section62"Declarationnottoengageincorruption".Thetendersubmittedbyapersonshallinclude a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.

TheProcuringEntityrequirescompliancewiththeprovisionsoftheCompetitionAct2010,regardingcollusivepractices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may beimposed. Tothis effect,Tendersshall be required tocompleteand sign the "Certificate of Independent Tender Determination" annexed to the Form of Tender.

Tenderers shallpermit and shall cause theiragents (whetherdeclared or not), subcontractors, sub-consultants, serviceproviders,suppliers, andtheirpersonnel,topermittheProcuringEntitytoinspectallaccounts,records and other documents relating to any initial selection process, pre-qualification process, tender submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Procuring Entity.

Unfair Competitive Advantage -Fairnessand transparencyinthetender processrequirethat thefirms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consultingservicesrelatedtothistender.Tothatend,theProcuringEntityshallindicateinthe**DataSheet**and make available to all the firms together with this tender document all in formation that would in that respect give such firm any unfair competitive advantage over competing firms.

Eligibletenderers

A Tenderer may be a firm that is a private entity, a state-owned enterprise or institution subject to ITT 3.8, or an individual or any combination of such entities in the form of a joint venture (JV) under an existing agree mentor with the intent to enter in to such an agreement supported by a letter of intent. In the case of a joint venture,allmembersshallbejointlyandseverallyliable fortheexecutionof theentire Contractinaccordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business forand on behalfof any andallthemembersof the JVduringthetendering process and, in theevent the JV is awarded the Contract, during contract execution. Members of a joint venture may not also make an individualtender,be a subcontractorina separatetenderor bepartofanotherjoint venture forthepurposesof the same Tender. The maximum number of JV members shall be specified in the **TDS.**

PublicOfficersoftheProcuringEntity,theirSpouses,Child,Parent,BrothersorSister.Child,Parent, Brother or Sister of a Spouse, their business associates or agents and firms/organizations in which theyhave asubstantialor controllinginterest shallnotbeeligible totenderor be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.

A Tenderer shall not have a conflict of interest. Any tenderer found to have a conflict of interest shall be disqualified. A tenderer may be considered to have a conflict of interest for the purpose of this tendering process, if the tenderer:

a) Directlyorindirectlycontrols,iscontrolledbyorisundercommoncontrolwithanothertenderer;

b) Receivesorhasreceivedanydirectorindirectsubsidyfromanothertenderer;

c) Hasthesamelegalrepresentativeasanothertenderer;

d) Has a relationship with an other tenderer, directly or through common third parties, that puts it in a position to influence the tender of an other tenderer, or influence the decisions of the Procuring Entity regarding this tendering process;

e) Anyofitsaffiliatesparticipatedasaconsultantinthepreparationofthedesignortechnical specifications of the goods or works that are the subject of the tender;

f) Anyofitsaffiliateshasbeenhired(orisproposedtobehired)bytheProcuringEntityasaconsultant for Contract implementation;

g) Would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the contract specified in this Tender Document;

h) Hasa closebusinessorpersonalrelationshipwithseniormanagementorprofessionalstaffofthe Procuring Entity who has the ability to influence the bidding process and:

i) Are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract; or

ii)May be involved in the implementation or supervision of such Contract unless the conflictstemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.

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

A Tenderer (either individually or as a JV member) shall not participate in more than one Tender, except for permitted alternative tenders. This includes participation as a subcontractor in other Tenders. Such participationshallresultinthedisqualificationofallTendersinwhichthefirmisinvolved.Membersofajoint venture may not also make an individual tender, be a sub-contractor in a separate tender or be part of another jointventureforthepurposesofthesameTender.AfirmthatisnotatendereroraJVmembermayparticipate as a subcontractor in more than one tender.

A Tenderer may have the nationality of any country, subject tothe restrictions pursuant to ITT3.9. ATenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the casemaybe.Thiscriterionalsoshall applytothedeterminationof thenationalityof proposedsub-contractors or sub-consultants for any part of the Contract including related Services.

A Tenderer that has been debarred from participating in public procurement shall be ineligible to tender or be awarded a contract. The list of debarred firms and individuals is available from the website of PPRA www.ppra.go.ke.

A Tenderer that is a state-owned enterprise or a public institution in Kenya may be eligible to tender and be awarded Contract(s) only if it is determined by the Procuring Entity to meet thefollowing conditions, i.e. if it is:

i) AlegalpublicentityofGovernmentand/orpublicadministration,

ii) financiallyautonomousandnotreceivinganysignificantsubsidiesorbudgetsupportfromanypublic entity or Government, and;

(iii) operatingundercommerciallawandvestedwithlegal rightsand liabilitiessimilartoanycommercial enterprisetoenableitcompetewithfirmsintheprivatesectoronanequalbasis.

Firmsandindividualsshallbe ineligibleiftheircountriesoforigin are:

(a) Asamatteroflaworofficialregulations,Kenyaprohibitscommercialrelationswiththatcountry;

(b) byanactofcompliancewith adecisionof theUnited NationsSecurityCounciltakenunderChapterVIIof theCharterof the United Nations, Kenya prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.

Atenderershallprovidesuchdocumentaryevidenceofeligibilitysatisfactorytothe ProcuringEntity,as the Procuring Entity shall reasonably request.

Foreign tenderers are required to source at least forty (40%) percent of their contract inputs (in supplies, local sub-contractsandlabor) from citizensuppliersandcontractors.Tothisend,aforeign tenderer shall providein itstender documentary evidence that this requirement is met. Foreign tenderers not meeting this criterion will be automatically disqualified. Information required to enable the Procuring Entity determine if this condition ismetshallbeprovidedforthispurposein*"SECTIONIII-EVALUATIONANDQUALIFICATIONCRITERIA, Item 9".*

Pursuanttotheeligibilityrequirements of ITT3.10, atenderis consideredaforeign tenderer,If itisregistered inKenya andhaslessthan51percentownershipbynationalsofKenyaandifitdoesnotsubcontracttoforeign firmsorindividualsmorethan10percentofthecontractprice,excludingprovisionalsums.JVsareconsidered as foreign tenderers if the individual member firms registered in Kenya have less 51 percent ownership by nationals of Kenya. The JV shall not subcontract to foreign firms more than 10 percent of the contract price, excluding provisional sums.

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

TheCompetition Act of Kenya requiresthat firms wishingtotender asJoint Ventureundertakings whichmay prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a conditionofcontractawardandsignature.AJVtenderershallbegiven opportunitytoseeksuchexemptionas a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website www.cak.go.ke.

4.14A Kenyan tenderer shall be eligible to tender if it provides evidence of having fulfilled his/her tax obligations by producing valid tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

Eligiblegoods,equipment,andservices

Goods, equipment and services to be supplied under the Contract may have their origin in any country that is notineligibleunderITT3.9.At theProcuringEntity's request,Tenderersmay berequiredtoprovideevidence of the origin of Goods, equipment and services.

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

Tenderer'sresponsibilities

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

The tenderer, at the tenderer's own responsibility and risk, is encouraged to visit and examine and inspect the SiteoftheWorksanditssurroundingsandobtainallinformationthatmaybenecessaryforpreparingthetender andenteringintoacontractforconstructionoftheWorks.ThecostsofvisitingtheSiteshallbeatthetenderer's own expense.

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

ThetendershallprovideintheFormofTenderandQualificationInformation,apreliminarydescriptionof the proposed work method and schedule, including charts, as necessary or required.

B. CONTENTSOFTENDERDOCUMENTS

SectionsofTenderDocument

The tender document consists of Parts 1, 2, and 3, which includes all the sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITT 10.

PART1:TenderingProcedures Section I
– Instructions toTenderers Section II –
Tender Data Sheet (TDS) Section III-
Evaluation and Qualification Criteria
Section IV – Tendering Forms

PART2:Works'Requirements
Section V - Bills of Quantities
Section VI - Specifications
Section VII - Drawings

PART3:**ConditionsofContractandContractForms**
Section VIII - General Conditions (GCC)
SectionIX-SpecialConditionsofContract
Section X- Contract Forms

The Invitation to Tender Notice issued by the Procuring Entity is not part of the Contract documents. Unless obtaineddirectlyfromtheProcuringEntity,theProcuringEntityisnotresponsibleforthecompletenessofthe Tender document, responses to requests for clarification, the minutes of a pre-arranged site visit and those of thepre-Tendermeeting(ifany), orAddendatotheTenderdocumentinaccordancewithITT10.Incaseof any contradiction, documents obtained directly from the Procuring Entity shall prevail.

TheTendererisexpectedtoexamineallinstructions,forms, terms, andspecificationsintheTenderDocument and to furnish with its Tender all information and documentation as is required by the Tender document.

ClarificationofTenderDocument,SiteVisit,Pre-tenderMeeting

A Tendererrequiringanyclarificationof theTenderDocument shall contacttheProcuring Entityinwriting at the Procuring Entity's address specified in the **TDS** or raise its enquiries during the pre-Tender meeting if provided for in accordance with ITT 7.2. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the **TDS p**rior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender documents in accordance with ITT 7.4, including a description of the inquiry but without identifying its source. If so specifiedinthe **TDS**, theProcuring Entity shall also promptlypublish its response at the web page identified in the **TDS**. Should the clarification result in changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents following the procedure under ITT 8 and ITT 22.2.

TheTenderer,attheTenderer's ownresponsibilityandrisk, isencouragedtovisitandexamineandinspectthe site(s) of the required contracts and obtain all information that may be necessary for preparing a tender. The costsofvisitingtheSiteshall beattheTenderer'sown expense.TheProcuringEntityshallspecifyinthe**TDS** ifapre-arrangedSitevisitandorapre-tendermeetingwillbeheld,whenandwhere.TheTenderer'sdesignated representative is invited to attend a pre-arranged site visit and a pre-tender meeting, as the case may be. The purpose of the site visit and the pre-tender meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

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

Minutesof a pre-arranged site visit and those of the pre-tender meeting, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting,

will be transmitted promptly to all Tenderers who have acquired the Tender Documents. Minutes shall not identify the source of the questions asked.

TheProcuringEntityshallalsopromptlypublishanonymized(*nonames*)Minutesofthepre-arrangedsitevisit and those of the pre-tender meeting at the web page identified in the**TDS**. Any modification to the Tender Documents that may become necessary as a result of the pre-arranged site visit and those of the pre-tender meetingshallbemade bytheProcuringEntityexclusivelythroughtheissueofanAddendumpursuanttoITT 8andnotthroughtheminutesofthepre-Tendermeeting.Non-attendanceatthepre-arrangedsitevisitandthe pre-tender meeting will not be a cause for disqualification of a Tenderer.

AmendmentofTenderDocuments

Atanytimepriortothedeadlineforsubmissionof Tenders,theProcuringEntitymayamendtheTender Documents by issuing addenda.

Anyaddendum issuedshall bepart of theTenderDocuments andshall becommunicated inwritingtoall who have obtained the Tender Documents from the Procuring Entity. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's website in accordance with ITT 7.5.

TogiveTenderersreasonabletimeinwhichtotakeanaddendumintoaccountinpreparingtheirTenders,the Procuring Entity should extend the dead line for the submission of Tenders, pursuant to ITT 22.2.

C. PREPARATIONOFTENDERS

9. CostofTendering

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

10.0 LanguageofTender

TheTender,as well asallcorrespondenceand documentsrelatingtothetenderexchanged bythetenderer and the Procuring Entity, shall be written in the English Language. Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate and notarized translation of the relevant passages into the English Language**,** in which case, for purposes of interpretation of the Tender, such translation shall govern.

11.0 DocumentsComprisingtheTender

TheTendershallcomprisethefollowing:

a) FormofTenderpreparedinaccordancewithITT12;
b) SchedulesincludingpricedBillofQuantities,completedinaccordancewithITT12andITT14;
c) TenderSecurityorTender-SecuringDeclaration,inaccordancewithITT19.1;
d) AlternativeTender,ifpermissible,inaccordancewithITT13;
e) ***Authorization****:*writtenconfirmationauthorizingthesignatoryoftheTendertocommittheTenderer,in accordancewithITT20.3;
f) *Qualifications:*documentaryevidenceinaccordancewithITT17establishingtheTenderer's qualifications to per form the Contract if its Tender is accepted;
g) *Conformity:*atechnicalproposalinaccordancewithITT16;
h) Anyotherdocument requiredinthe**TDS.**

In addition to the requirements under ITT 11.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in theevent of a successful Tendershall be signed by all membersand submitted with theTender, together with a copy of the proposed JV Agreement. Change of membership and conditions of the JV prior to contract signature will render the tenderliable for disqualification.

FormofTenderandSchedules

TheFormofTenderandSchedules,includingtheBillofQuantities,shallbepreparedusingtherelevantformsfurnished in Section IV, Tendering Forms. The forms must be completed with out any alterations to the text, andnosubstitutesshallbeaccepted exceptasprovidedunderITT20.3.All blankspacesshall befilled inwith the information requested. The Tenderer shall chronologically serialize all pages of the tender documents submitted.

The Tenderershall furnish intheFormofTenderinformation oncommissionsand gratuities,ifany,paidor to be paid to agents or any other party relating to this Tender.

13. AlternativeTenders

UnlessotherwisespecifiedintheTDS,alternativeTendersshallnotbeconsidered.

When alternative times for completion are explicitly invited, a statement to that effect will be included in the **TDS**, and themethod of evaluating different alternative times for completion will be describedin SectionIII, Evaluation and Qualification Criteria.

ExceptasprovidedunderITT13.4below,Tendererswishingtooffertechnicalalternativestotherequirements of the Tender Documents must first pricetheProcuring Entity's design as describedinthe TenderDocuments andshallfurtherprovideallinformationnecessaryforacompleteevaluationofthealternativebytheProcuring Entity, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the Tenderer withtheWinning Tenderconforming tothebasictechnical requirementsshall beconsideredbytheProcuring Entity.

WhenspecifiedintheTDS,Tenderersarepermittedtosubmitalternativetechnicalsolutionsforspecifiedparts oftheWorks,andsuchpartswillbeidentifiedintheTDS,aswillthemethodfortheirevaluating,anddescribed in Section VII, Works' Requirements.

TenderPrices andDiscounts

Thepricesand discounts(including anypricereduction)quoted bytheTenderer intheForm of Tenderand in the Billof Quantities shall conform to the requirements specified below.

The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Tenderer shall be deemed covered by the rates for other items in the Bill of Quantities and will not be paid for separately by the Procuring Entity. An item not listed in the priced Bill of Quantities shall be assumed to be not included in the Tender, and provided that the Tender is determined substantially responsive notwithstanding this omission, the average price of the item quoted by substantiallyresponsiveTenderswillbeaddedtotheTenderpriceandtheequivalenttotalcostoftheTender so determined will be used for price comparison.

ThepricetobequotedintheFormofTender,inaccordancewithITT12.1,shallbethetotalpriceoftheTender, including any discounts offered.

The Tenderer shall quote any discounts and the methodology for their application in the Form of Tender, in accordance with ITT 12.1.

ItwillbespecifiedintheTDSiftheratesandpricesquotedbytheTendererareorarenotsubjecttoadjustment duringtheperformanceoftheContractinaccordancewiththeprovisionsoftheConditionsofContract,except incases where the contract is subject to fluctuations and adjustments, not fixed price. In such a case, the Tenderer shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data and the Procuring Entity may require the Tenderer to justify its proposed indices and weightings.

Where tenders are being invited for individual lots (contracts)or for any combination of lots (packages), tenderers wishing to offer discounts for the award of more than one Contract shall specify in their Tender the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITT 14.4, provided the Tenders for all lots (contracts) are opened at the sametime.

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

CurrenciesofTenderandPayment

Thecurrency(ies)oftheTenderandthecurrency(ies) ofpaymentsshallbethesame**.**

Tenderersshall quoteentirelyinKenya Shillings. TheunitratesandthepricesshallbequotedbytheTenderer in the Bill of Quantities, entirely in Kenya shillings.

a) A Tenderer expecting to incur expenditures in other currencies for inputs to the Works supplied from outsideKenya(referredtoas"theforeigncurrencyrequirements")shall(ifsoallowedintheTDS)indicate intheAppendixto Tenderthepercentage(s)of theTenderPrice(excludingProvisional Sums), neededby the Tenderer for the payment of such foreign currency requirements, limited to no more than two foreign currencies.

b) TheratesofexchangetobeusedbytheTendererinarrivingatthelocalcurrencyequivalentand the percentage(s) mentioned in (a) above shall be specified by the Tenderer in the Appendix to Tender and shall be based on the exchange rate provided by the Central Bank of Kenya on the date 30 days prior to theactualdateoftenderopening.Suchexchangerateshallapplyforallforeignpaymentsunderthe Contract.

Tenderers may be required by the Procuring Entity to justify, to the Procuring Entity's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Schedule of Adjustment Data in the Appendix to Tender are reasonable, in which case a detailed break down of the foreign currency requirements shall be provided by Tenderers.

16.0 DocumentsComprisingtheTechnicalProposal

TheTenderer shallfurnishatechnicalproposalincludinga statement of workmethods,equipment, personnel, scheduleandanyotherinformationasstipulatedinSectionIV,TenderForms,insufficientdetailtodemonstrate the adequacy of the Tenderer's proposal to meet the work's requirements and the completion time.

17.0 DocumentsEstablishingtheEligibilityandQualificationsoftheTenderer

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

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

If amarginof preferenceappliesasspecifiedinaccordancewithITT33.1, nationaltenderers, individuallyor injoint ventures, applyingforeligibilityfor nationalpreference shall supplyallinformationrequiredtosatisfy the criteria for eligibility specified in accordance with ITT 33.1.

Tenderersshall be asked toprovide,as part of thedata for qualification,suchinformation, includingdetailsof ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a particular contractor or group of contractors qualifies for a margin of preference. Further the information will enable the Procuring Entity identify any actual or potential conflict of interest in relation totheprocurementand/orcontractmanagement processes,or apossibilityof collusionbetweentenderers, and thereby help to prevent any corrupt influence in relation to the procurement process or contract management.

Thepurpose of the information described **in ITT 17.4** above overrides any claims to confidentiality which a tenderer may have. There can be no circumstances in which it would be justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by the Procuring Entity as a justificationforaTenderer'sfailuretodisclose,orfailuretoproviderequiredinformationonitsownership and control.

The Tenderer shall provide further documentary proof,information or authorizationsthat the Procuring Entity mayrequest inrelation toowner ship andcontrol whichinformation onanychangestotheinformation which was provided by the tenderer under ITT 6.4. The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.

Allinformationprovidedbythetendererpursuanttothese requirementsmustbecomplete,currentandaccurate

as at the date of provision to the Procuring Entity. In submitting the information required pursuant to these requirements,theTendershallwarrantthattheinformationsubmittediscomplete,currentandaccurateasat the date of submission to the Procuring Entity.

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

Ifinformation submitted by a tenderer pursuant to these requirements, or obtained by the Procuring Entity (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the tenderer in relation to the procurement or contract management process, then:

i) Iftheprocurementprocessisstillongoing,thetendererwillbedisqualifiedfromtheprocurementprocess,

ii) ifthecontracthasbeenawardedtothattenderer,thecontractawardwillbesetasidependingthe outcome of (iii),

iii) thetendererwillbereferredtotherelevantlawenforcementauthoritiesforinvestigationofwhetherthe tenderer or any other person shave committed any criminal offence.

If atenderer submitsinformationpursuanttotheserequirementsthatisincomplete,inaccurateorout-of-date, or attempts to obstruct the verification process, then the consequences ITT17.8 will ensueunless thetenderer can show to the reasonable satisfaction of the Procuring Entity that any such act was not material, or was due to genuine error which was not attributable to the intentional act, negligence or recklessness of the tender.

PeriodofValidityofTenders

18.1.TendersshallremainvalidfortheTenderValidityperiodspecifiedinthe**TDS**.TheTenderValidityperiodstarts from the date fixed for the Tender submission deadline (as prescribed by the Procuring Entity in accordance with ITT 22). At ender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

18.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may requestTendererstoextendtheperiodofvalidityoftheirTenders.Therequestandtheresponsesshallbemadeinwriting. If a Tender Security is requested in accordance with ITT 19, it shall also be extended for thirty (30) days beyondthedeadlineof theextendedvalidityperiod.ATenderermayrefusetherequestwithout forfeitingits Tendersecurity.ATenderergrantingtherequestshallnotberequiredorpermittedtomodifyitsTender.

TenderSecurity

The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender Security as specified in the **TDS**, in original form and, in the case of a Tender Security, in the amount and currency **specified**inthe**TDS**.ATender-SecuringDeclarationshallusetheformincludedinSectionIV,TenderForms.

If aTenderSecurityisspecifiedpursuanttoITT19.1,theTenderSecurityshall beademandguaranteeinany of the following forms at the Tenderer's option:

I) cash;

ii) abankguarantee;

iii) aguaranteebyaninsurancecompanyregisteredandlicensedbytheInsuranceRegulatoryAuthority listed by the Authority;

(iv) aguaranteeissuedbyafinancialinstitutionapprovedandlicensedbytheCentralBankofKenya,from a reputable source, and an eligible country.

If an unconditional bank guarantee is issued by a bank located outside Kenya, the issuing bank shall have a correspondentbanklocatedinKenyatomake itenforceable.TheTenderSecurityshallbevalidforthirty(30) days beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT 18.2.

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

If a TenderSecurity isspecifiedpursuant toITT19.1,theTenderSecurityof unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the Contract and furnishing the PerformanceSecurityandanyotherdocumentsrequiredintheTDS.TheProcuringEntityshallalsopromptly

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returnthetendersecuritytothetendererswheretheprocurementproceedingsareterminated,alltenderswere determined non-responsive or a bidder declines to extend tender validity period.

The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security, and any other documents required in the TDS.

TheTenderSecuritymaybeforfeitedortheTender-SecuringDeclarationexecuted:

a) ifaTendererwithdrawsitsTenderduringtheperiodofTendervalidityspecifiedbytheTendereronthe Form of Tender, or any extension there to provided by the Tenderer; or
b) ifthesuccessfulTendererfailsto:-
   i) signtheContractinaccordancewithITT47;or
   ii) furnishaPerformanceSecurityandifrequiredintheTDS,andanyotherdocumentsrequiredin the TDS.

Where tender securing declaration is executed, the Procuring Entity shall recommend to the PPRA to debar the Tenderer from participating in public procurement as provided in the law.

The Tender Security or the Tender-Securing Declaration of a JV shall be in the name of the JV that submits theTender.IftheJVhasnotbeenlegallyconstitutedintoalegallyenforceableJVatthetimeoftendering, the Tender Security or the Tender-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITT 4.1 and ITT 11.2.

Atenderershallnotissueatendersecuritytoguaranteeitself.

FormatandSigningofTender

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

Tenderersshall mark as "CONFIDENTIAL" all information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

Theoriginal and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmationas specified inthe**TDS** andshall be attachedtotheTender.Thename and positionheld byeach person signing theauthorization must be typed or printed below the signature. All pagesof theTender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.

IncasetheTenderer is a JV,theTendershall be signed by an authorized representative of the JVon behalf of theJV,and soas tobelegally bindingonall themembersasevidencedby a powerofattorneysignedbytheir legally authorized representatives.

Anyinter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

D. SUBMISSIONANDOPENINGOFTENDERS

SealingandMarkingofTenders

TheTenderershallSubmittheTenderElectronicallyThroughtheIFMISSYSYTEM

DeadlineforSubmissionof Tenders

TendersmustbereceivedbytheProcuringEntityattheaddressspecifiedinthe**TDS**andnolaterthanthedate andtimealsospecifiedinthe**TDS.**Whensospecifiedinthe**TDS**,tenderersshallhavetheoptionofsubmitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified in the **TDS**.

TheProcuringEntitymay,atitsdiscretion,extendthedeadlineforthesubmissionofTendersbyamendingthe TenderDocuments in accordance with ITT 8, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall there after be subject to the deadline as extended.

23.0 LateTenders

TheProcuring Entityshall not consider any Tender that arrives after thedeadline for submissionof tenders, in accordance with ITT 22. Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

24.0 Withdrawal,Substitution,andModificationofTenders

ATenderer may withdraw, substitute, or modify its Tenderafterith as been submitted by sending a written notice,dulysignedbyanauthorizedrepresentative,andshallincludeacopyoftheauthorizationinaccordance with ITT 20.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:

a) prepared and submitted in accordance with ITT 20 and ITT 21 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION;" and

b) receivedbytheProcuringEntitypriortothedeadlineprescribedforsubmissionofTenders,in accordance with ITT 22.

TendersrequestedtobewithdrawninaccordancewithITT24.1shallbereturnedunopenedtotheTenderers.

No Tendermay be withdrawn, substituted, or modified in theinterval between the deadline for submission of TendersandtheexpirationoftheperiodofTendervalidityspecifiedbytheTendererontheFormof Tenderor any extension thereof.

25. TenderOpening

Exceptinthecases specified inITT23and ITT24.2,theProcuring Entityshall publicly openandread outall Tendersreceivedbythedeadline,atthedate,timeandplacespecified**intheTDS**,inthepresenceofTenderers' designatedrepresentativeswhochoosestoattend.AnyspecificelectronicTenderopeningproceduresrequired if electronic Tendering is permitted in accordance with ITT 22.1, shall be as specified in the **TDS.**

AttheTenderOpening,theProcuringEntitys hallneitherdiscussthemeritsof anyTendernorrejectanyTender (except for late Tenders, in accordance with ITT 23.1).

TheProcuringEntityshallprepareminutesoftheTenderOpeningthatshall include,asaminimum:-

a) thenameoftheTendererandwhetherthereisawithdrawal,substitution,ormodification;

b) theTenderPrice,perlot(contract)ifapplicable,includinganydiscounts;

c) anyalternativeTenders;

d) thepresenceorabsenceofaTenderSecurity,ifnewasrequired;

e) numberofpagesofeachtenderdocument submitted.

The Tenderers' representatives who are present shall be requested to sign the minutes. The omission of a Tenderer's signature on the minutes shall not invalidate the contents and effect of the minutes. A copy of the tender opening register shall be distributed to all Tenderers.

E. EVALUATION ANDCOMPARISONOFTENDERS

26. Confidentiality

InformationrelatingtotheevaluationofTendersandrecommendationofcontractawardshallnotbedisclosed to Tenderers or any other persons not officially concerned with the Tender process until information on Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 43.

Any effort by a Tendererto influence the Procuring Entity in the evaluation of the Tenders or Contract award decisions may result in the rejection of its tender.

Not withstandingITT26.2,fromthetime oftenderopeningtothetimeof contractaward,ifatendererwishes to contact the Procuring Entity on any matter related to the tendering process, it shall do so in writing.

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ClarificationofTenders

Toassist in the examination, evaluation, and comparison of the tenders, and qualification of the tenderers, the ProcuringEntitymay,atitsdiscretion,askanytendererforaclarificationofitstender,givenareasonabletime for aresponse. Any clarification submitted by a tenderer that is not in response to a request by the Procuring Entity shallnot be considered. The Procuring Entity's request for clarification and the response shall be in writing. Nochange, includinganyvoluntaryincreaseordecrease,inthepricesorsubstanceofthetender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of the tenders, in accordance with ITT 31.

If a tenderer does not provide clarifications of its tender by the date and time set in the Procuring Entity's request for clarification, its Tender may be rejected.

Deviations,Reservations,andOmissions

Duringtheevaluationoftenders,thefollowingdefinitionsapply:-

a) *"Deviation"*isadeparturefromtherequirementsspecifiedinthetenderdocument;
b) *"Reservation"*isthesettingoflimitingconditionsorwithholdingfromcompleteacceptanceofthe requirements specified in the tender document; and
c) *"Omission"*isthefailuretosubmitpartoralloftheinformationordocumentationrequiredinthe Tender document.

DeterminationofResponsiveness

The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the tender itself, as defined in ITT 11.

Asubstantiallyresponsive Tenderisonethatmeetstherequirements of theTenderdocument without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that, if accepted, would:

a) Affectinanysubstantialwaythescope,quality,orperformanceoftheWorksspecifiedintheContract;
b) limitinanysubstantialway,inconsistentwiththetenderdocument,theProcuringEntity'srightsorthe tenderer's obligations under the proposed contract;
c) ifrectified,wouldunfairlyaffectthecompetitivepositionofothertendererspresentingsubstantially responsive tenders.

The Procuring Entity shall examine the technical aspects of the tender submitted in accordance with ITT 16,to confirm that all requirements of Section VII, Works' Requirements have been met without any material deviation, reservation or omission.

If atenderisnotsubstantiallyresponsive totherequirementsofthetenderdocument,itshallberejectedbythe Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

Non-materialNon-conformities

Providedthat a tenderissubstantiallyresponsive, theProcuring Entitymay waive anynon-conformitiesinthe tender.

Provided that a Tender is substantially responsive, the Procuring Entity may request that the tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities in the tender related to documentation requirements. Requesting information or documentation on suchnon-conformities shall notbe relatedto anyaspect ofthepriceof thetender. Failure of the tendererto comply with the request may result in the rejection of its tender.

Provided that a tender is substantially responsive, the Procuring Entity shall rectify quantifiable non-material non-conformitiesrelatedtotheTenderPrice.Tothiseffect,theTenderPrice shall beadjusted, forcomparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified **in the TDS.**

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31.0 ArithmeticalErrors

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

Provided that the Tenderissubstantially responsive, the Procuring Entity shall handleerrorson thefollowing basis: -

a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.
b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bidpriceshall beconsideredasa major deviationthat affectsthesubstanceofthetender andshall lead to disqualification of the tender as non-responsive. and
c) ifthereisadiscrepancybetweenwordsandfigures,theamountinwordsshall prevail

Tenderersshallbe notifiedofanyerrordetectedintheirbidduringthenotificationofaward.

32.0 ConversiontoSingleCurrency

Forevaluationandcomparisonpurposes,thecurrency(ies)oftheTendershallbeconvertedintoasingle currency asspecified in the **TDS**.

33.0 MarginofPreferenceand Reservations

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

Amarginofpreferenceshallnotbeallowedunlessitisspecifiedsointhe**TDS**.

Contractsprocuredonbasisofinternationalcompetitivetenderingshallnotbesubjecttoreservationsexclusive to specific groups as provided in ITT 33.4.

Whereitisintendedtoreserveacontracttoaspecificgroupofbusinesses(thesegroupsareSmallandMedium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case may be), and who are appropriately registered as such by the authority to be specified in the **TDS**, a procuring entity shall ensure that the invitation to tender specifically indicates that only businesses or firms belonging to the specified group are eligible to tender. No tender shall be reserved to more than one group. If not so stated in the Invitation to Tender and in the Tender documents, the invitation to tender will be open to all interested tenderers.

34.0 NominatedSubcontractors

Unless otherwise stated in the **TDS,** the Procuring Entity does not intend to execute any specific elements of theWorksbysubcontractsselected/nominatedbytheProcuringEntity.IncasetheProcuringEntitynominates a subcontractor, thesubcontract agreement shallbe signed by theSubcontractor andthe Procuring Entity. The main contract shall specify the working arrangements between the main contractor and the nominated subcontractor.

Tenderersmay proposesub-contractingup tothepercentage oftotal valueof contractsorthevolume ofworks as specified inthe **TDS**. Subcontractorsproposedby theTenderer shall be fully qualified for their partsof the Works.

Domesticsubcontractor's qualificationsshall not be usedby the Tenderer to qualify for the Worksunless their specializedpartsoftheWorkswerepreviouslydesignatedsobytheProcuringEntityintheTDSascanbemet by subcontractors referred to hereafter as 'Specialized Subcontractors', in which case, the qualifications of the Specialized Subcontractorsproposed by the Tenderer may be added to the qualifications of the Tenderer.

35. EvaluationofTenders

TheProcuringEntityshallusethecriteriaandmethodologieslistedinthisITTandSectionIII, Evaluationand QualificationCriteriaNootherevaluationcriteriaormethodologiesshallbepermitted.Byapplyingthecriteria andmethodologies theProcuring EntityshalldeterminetheLowestEvaluatedTenderinaccordancewithITT 40.

ToevaluateaTender,theProcuringEntityshallconsiderthefollowing:

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a) priceadjustmentinaccordancewithITT31.1(iii);excludingprovisionalsumsandcontingencies,if any, but including Daywork items, where priced competitively;

b) priceadjustmentduetodiscountsofferedinaccordancewithITT14.4;

c) convertingtheamountresultingfromapplying(a)and(b)above,ifrelevant,toasinglecurrencyin accordance with ITT 32;

d) priceadjustmentduetoquantifiablenonmaterialnon-conformitiesinaccordancewithITT30.3;and

e) anyadditionalevaluationfactorsspecifiedintheTDSandSectionIII,EvaluationandQualification Criteria.

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

Wherethetenderinvolvesmultiplelotsorcontracts,thetendererwillbeallowedtotender foroneormorelots (contracts).Eachlotor contract will beevaluatedinaccordancewithITT35.2.Themethodology todetermine thelowestevaluatedtendererortenderersbasedonelot(contract)orbasedonacombinationoflots(contracts), will be specified in Section III, Evaluation and Qualification Criteria. In the case of multiple lots or contracts, tenderer will be will be required to prepare the Eligibility and Qualification Criteria Form for each Lot.

36.0 Comparisonoftenders

ThePrcuringEntityshallcomparetheevaluatedcostsofallsubstantiallyresponsiveTendersestablishedin accordance with ITT 35.2 to determine the Tender that has the lowest evaluated cost.

37.0 Abnormallylowtendersandabnormallyhightenders

Abnormally LowTenders

An AbnormallyLow Tender isone wheretheTenderprice,incombinationwith other elementsofthe Tender, appears so low that it raises material concerns as to the capability of the Tenderer in regards to the Tenderer's ability to perform the Contract for the offered Tender Price or that genuine competition between Tenderersis compromised.

In the event of identification of a potentially Abnormally Low Tender,the Procuring Entity shall seek written clarifications from the Tenderer, including detailed price analyses of its Tender price inrelation to the subject matterofthecontract,scope, proposedmethodology, schedule,allocationofrisks andresponsibilitiesandany other requirements of the Tender document.

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

Abnormallyhightenders

An abnormallyhigh tender price isonewherethetender price,incombinationwithother constituentelements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.

Incaseofanabnormallyhigh price,theProcuringEntityshallmake asurveyofthemarketprices,checkifthe estimatedcostofthecontractiscorrect andreviewtheTenderDocuments tocheckif thespecifications, scope of workand conditions of contract are contributoryto the abnormally high tenders. The Procuring Entity may also seek written clarification from the tenderer on the reason for the high tender price. The Procuring Entity shall proceed as follows:

i) If thetender priceisabnormally high based onwrongestimatedcost ofthecontract, theProcuringEntity may accept or not a ccept the tender depending on the Procuring Entity's budget considerations.

ii) Ifspecifications, scope of work and/or conditions of contract are contributory to the abnormally high tender prices, the Procuring Entity shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case may be.

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

Unbalancedand/or front-loadedtenders

Ifin the Procuring Entity's opinion, the Tender that is evaluated as the lowest evaluated price is seriously unbalancedand/orfrontloaded,theProcuringEntitymayrequiretheTenderertoprovidewrittenclarifications. Clarifications may includedetailed priceanalyses to demonstrate theconsistency of thetender priceswith the scope of works, proposed methodology, schedule and any other requirements of the Tender document.

AftertheevaluationoftheinformationanddetailedpriceanalysespresentedbytheTenderer,theProcuring Entity may as appropriate:

a) acceptTheTender;
b) requirethatthetotalamount ofthePerformanceSecuritybeincreasedattheexpenseoftheTendererto a level not exceeding a 30% of the Contract Price;
c) agreeonapaymentmodethateliminatestheinherentriskoftheProcuringEntitypayingtoomuchfor undelivered works;
d) rejectTheTender,

Qualificationsofthetenderer

TheProcuring Entityshalldeterminetoitssatisfactionwhether theeligibleTenderer that isselectedashaving submittedthelowestevaluatedcostandsubstantiallyresponsiveTender,meetsthequalifyingcriteriaspecified in Section III, Evaluation and Qualification Criteria.

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

An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the ProcuringEntityshallproceedto the Tenderer who offers a substantially responsive Tender with the next lowest evaluated price to make a similar determination of that Tenderer's qualifications to perform satisfactorily.

Lowestevaluatedtender

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

a) MostresponsivetotheTenderdocument;and
b) thelowestevaluatedprice.

41.0 Procuringentity'srighttoaccept anytender,andtorejectanyorall tenders.

TheProcuringEntityreservestherighttoacceptorrejectanyTenderandtoannultheTenderprocessandreject allTendersatanytime priortoContract Award,withouttherebyincurringanyliabilitytoTenderers.Incaseof annulment, all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers.

F. AWARDOFCONTRACT

42.0 Awardcriteria

TheProcuringEntityshallawardtheContracttothesuccessfultendererwhosetenderhasbeendeterminedto be the Lowest Evaluated Tender.

43.0 NoticeofIntentiontoEnterintoaContract/NotificationofAward

Upon award of the contract and Prior to the expiry of the Tender Validity Period the Procuring Entity shall issueaNotificationofIntentiontoEnterintoaContract/Notificationofawardtoalltenderswhichshall

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contain,ataminimum,thefollowinginformation:

a) thenameandaddressoftheTenderersubmittingthesuccessful tender;
b) theContractpriceofthesuccessful tender;
c) astatementofthereason(s)thetenderoftheunsuccessfultenderertowhomtheletterisaddressedwas unsuccessful, unless the price information in (c) above already reveals the reason;
d) theexpirydateoftheStandstill Period;and
e) instructionsonhowtorequestadebriefingand/orsubmit acomplaintduringthestandstillperiod;

44.0 StandstillPeriod

The Contract shall not be signed earlier than the expiry of a Standstill Period of 14 days to allow any dissatisfiedtendertolaunchacomplaint.WhereonlyoneTenderissubmitted,theStandstillPeriodshallnot apply.

WhereaStandstillPeriodapplies,itshallcommencewhentheProcuringEntityhastransmittedtoeach Tenderer the Notification of Intention to Enter into a Contract with the successful Tenderer.

45.0 DebriefingbyTheProcuringEntity

On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 43, an unsuccessfultenderermaymake awrittenrequesttotheProcuringEntityforadebriefingonspecificissuesor concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request.

DebriefingsofunsuccessfulTenderersmaybedoneinwritingorverbally.TheTendershallbearitsown costs of attending such a debriefing meeting.

46.0 Letterof Award

PriortotheexpiryoftheTenderValidityPeriodanduponexpiryoftheStandstill PeriodspecifiedinITT42.1, uponaddressingacomplaintthathasbeenfiledwithintheStandstillPeriod,theProcuringEntityshalltransmit the Letter of Award to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21 days of the date of the letter.

47.0 SigningofContract

Upontheexpiryofthefourteen days oftheNotificationof Intentiontoenterintocontractanduponthepparties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Contract Agreement.

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

Thewrittencontractshallbeenteredintowithintheperiodspecifiedinthenotificationofawardandbefore expiry of the tender validity period.

48.0 PerformanceSecurity

Within twenty-one (21) days of the receipt of the Letter of Award from the Procuring Entity, the successful TendershallfurnishthePerformance Securityand,anyotherdocumentsrequired inthe**TDS**,inaccordance with the General Conditions of Contract, subject to ITT 38.2 (b), using the Performance Security and other Forms included in Section X, Contract Forms, or another form acceptable to the Procuring Entity. A foreign institutionprovidingabankguaranteeshallhave acorrespondentfinancialinstitutionlocatedinKenya, unless the Procuring Entity has agreed in writing that a correspondent bank is not required.

Failure of the successful Tenderer to submit the above-mentioned Performance Security and other documents requiredinthe**TDS**orsign theContractshallconstitutesufficientgroundsfortheannulmentoftheawardand forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the Tenderer offering the next Best Evaluated Tender.

Performancesecurityshallnotberequiredforcontractsestimatedtocostlessthantheamount specifiedinthe Regulations.

49.0 PublicationofProcurementContract

Within fourteen days after signing the contract, the Procuring Entity shall publish the awarded contract at its noticeboards andwebsites;andontheWebsiteoftheAuthority. At theminimum, thenoticeshall containthe following information:

a) nameandaddressoftheProcuringEntity;
b) nameandreferencenumberofthecontractbeingawarded,asummaryofitsscopeandtheselection method used;
c) thenameofthesuccessfulTenderer,thefinaltotalcontractprice,thecontractduration;
d) datesofsignature,commencementandcompletionofcontract;
e) NamesofallTenderersthatsubmittedTendersandtheirTenderpricesasreadoutatTenderopening.

50.0 ProcurementrelatedComplaintsandAdministrativeReview

TheproceduresformakingProcurement-relatedComplaintsareasspecifiedinthe**TDS.**

Arequestforadministrativereviewshallbemadeintheform providedundercontractforms.

SectionII-TenderDataSheet(TDS)

Thefollowingspecificdatashallcomplement,supplement,oramendtheprovisionsintheInstructionstoTenderers(ITT). Whenever there is a conflict, the provisions herein shall prevail over those in ITT.

Referenceto	**PARTICULARSOFAPPENDIXTOINSTRUCTIONSTOTENDERS**
ITCClause **A.General**	
ITT1.1Thenameofthecontractis	ConstructionofNewInpatientBlockatNyamacheLevelIvHospital
ITT3.1	ThereferencenumberoftheContractis **2682756-2026/2027** Maximumnumberofmembers intheJointVenture(JV)shallbe:***[insertanumber].***
B.Contentsof	**TenderDocument**
ITT7.1	(i)TheTendererwillsubmitanyrequestforclarificationsinwritingattheAddressHead of
ITT7.2	Procurement,KisiiCountyP.oBox4550-40200Kisii To reach the Procuring Entity not later than 20/11/2026 (ii)The Procuring Entity shall publish its response at the website **www.kisii.go.ke** (A)Apre-arrangedpretendersitevisit***[NotMandatory]***take placeatthefollowingdate,time
ITT7.3	andplace:Bidderscancantactthecountyworksofficer0710885228forsucharrangesifneedbe. Date: _____ Time: _____ Place: _____ **OPTIONAL** (B) Pre-Tender meeting ***[Not Mandatory]*** take place at the following date, time and place: Biddersshallmaketheirownarrangementswiththeprojectmanagercontactpersonbelowbefore submissiondate.Bidderscanthecountyworksofficer 0710885228forsucharrangesifneed be. Date: _____ Time: _____ **OPTIONAL** Place: _____ TheTendererwillsubmitanyquestionsinwriting,toreachtheProcuringEntitynotlaterthan 23/11/2026 before the meeting.
ITT7.5	TheProcuringEntity'swebsitewhereMinutesofthepre-Tendermeetingandthepre-arranged pretender will be published is **www.kisii.go.ke**

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT9.1	For Clarification of Tender purposes, for obtaining further information and for purchasing tender documents, the Procuring Entity's address is: (1) Name of Procuring Entity **Kisii County Government** (2) Physical address for hand Courier Delivery to an office or Tender Box Treasury Buildings Not Allowed. ONLY ONLINE IFMIS submission shall be allowed (3) Postal Address **4550-40200 KISII** (4) Insert name, telephone number and e-mail address of the officer to be contacted. QS Nelson Nyabwari 0710885228
C. Preparation of Tenders	
ITT11.1(h)	The Tenderer shall submit the following additional documents in its Tender: *N/A*
ITT13.2	Alternative times for completion *"shall not be"* _____ permitted.
ITT13.4	Alternative technical solutions shall be permitted for the following parts of the Works: _____ *[insert parts of the Works]:* *[If alternative technical solutions are permitted, the evaluation method will be as specified in Section III, Evaluation and Qualification Criteria.]*
ITT14.5	The price to be quoted in the Form of Tender in accordance with ITT 11.1 shall be the total price of the Tender, including all other levies and taxes including **capacity building levy of 0.03% pursuant to Legal Notice No. 206 on the Public Procurement Capacity Building Levy Order 2023**
ITT15.2 (a)	Foreign currency requirements **not allowed.**
ITT18.1	The Tender validity period shall be _____ **120** days ___ *[insert a number of days that is a multiple of seven counting as of the deadline for Tender submission]* days.
ITT18.3	(a) The Number of days beyond the expiry of the initial tender validity period will be N/A _____ days. (b) The Tender price shall be adjusted by the following percentages of the tender price: (i) By ____ N/A _____ % of *the local currency portion of the Contract price adjusted to reflect local inflation during the period of extension,* *and* *(ii) By ____ N/A _____ % the foreign currency portion of the Contract price adjusted to reflect the international inflation during the period of extension.*
ITT19.1	Tender shall provide **a Tender Security** The type of Tender security shall be ***Absolute figure*** --- in the amount of Kenya shillings _____ Four million)
ITT20.1	In addition to the original of the Tender, the number of copies is **ONE**
ITT20.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: _____ *CERTIFIED POWER OF ATTORNEY*
D. Submission and Opening of Tenders	

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ITT22.1	(A) For Tender submission purposes only, the Procuring Entity's address is: (1) Name of Procuring Entity **Kisii County Government**

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	(2) Postal Address **4550-40200** (3) Date and time for submission of Tenders on or before 23/11/2026 at 10.00 East African Time (4) Tenders shall **submitted** electronically (use IFMIS system) No hard copies shall be permitted.
ITT25.1	The Tender openings shall take place at the time and the address for Opening of Tenders provided below: (1) Name of Procuring Entity **Kisii County Government** (2) Physical address for the location County Health Services Boardroom. (3) State date and time of tender opening.
ITT25.1	If Tenderers are allowed to submit Tenders electronically, they shall follow the electronic tender submission procedures **specified below IFMIS SYSYTEM**
E. Evaluation, and Comparison of Tenders	
ITT30.3	The adjustments shall be based on the _____ *[insert "average" or "highest"]* price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, the Procuring Entity shall use its best estimate.
TT32.1	The currency that shall be used for Tender evaluation and comparison purposes only to convert at the selling exchange rate all Tender prices expressed in various currencies into a single currency is: **Kenya Shillings (Ksh)** _____ The source of exchange rates shall be: **The Central bank of Kenya** (mean rate) The date for the exchange rates shall be: **the deadline date for Submission of the Tenders.** *For comparison of Tenders, the Tender Price, corrected pursuant to ITT 31, shall first be broken down into the respective amounts payable in various currencies by using the selling exchange rates specified by the Tenderer in accordance with ITT 15.1.* *In the second step, the Procuring Entity will convert the amounts in various currencies in which the Tender Price is payable (excluding Provisional Sums but including Daywork where priced competitively) to the single currency identified above at the selling rates established for similar transactions by the authority specified and, on the date, stipulated above.*
ITT33.2	A margin of preference *[insert either "shall" or "shall not"]* _____ apply. *[If a margin of preference applies, the application methodology shall be defined in Section III – Evaluation and Qualification Criteria.]*
ITT33.4	The invitation to tender is OPEN
ITT34.1	At this time, the Procuring Entity _____ *[insert "intends" or "does not intend"]* to execute certain specific parts of the Works by subcontractors selected in advance.

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT34.2	Contractor's may propose subcontracting: Maximum percentage of subcontracting permitted is: 30% of the total contract amount. Tenderers planning to subcontract more than 10% of total volume of works shall specify, in the Form of Tender, the activity (ies) or parts of the Works to be subcontracted along with completed details of the subcontractors and their qualification and experience.
ITT34.3	The parts of the Works for which the Procuring Entity permits Tenderers to propose Specialized Subcontractors are designated as follows: as per contract For the above-designated parts of the Works that may require Specialized Subcontractors, the relevant qualifications of the proposed Specialized Subcontractors will be added to the qualifications of the Tenderer for the purpose of evaluation.
ITT35.2 (e)	Additional requirements apply. These are detailed in the evaluation criteria in Section III, Evaluation and Qualification Criteria.
ITT48.1	Other documents required in addition to the Performance Security are _____
ITT50.1	The procedures for making a Procurement-related Complaint are detailed in the "Notice of Intention to Award the Contract" hereinand are also available from the PPRA Website www.ppra.go.ke or email complaints@ppra.go.ke. If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to: For the attention: *SAMSONE* *MAYAKA* Title/position: *Director Supply Chain Man* *agement* Procuring Entity: Kisii County Email address: *samsonemayaka@kisii.go.ke* In summary, a Procurement-related Complaint may challenge any of the following (among others): (i) the terms of the Tender Documents; and (ii) the Procuring Entity's decision to award the contract.

SECTIONIII-EVALUATIONANDQUALIFICATIONCRITERIA

GENERALPROVISIONS

ThissectioncontainsthecriteriathattheEmployershall usetoevaluatetenderandqualifytenderers.Noother factors, methods or criteria shall be used other than specified in this tender document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms. The Procuring Entity shall use **the Standard TenderEvaluation Document for Goods and Works**for evaluatingTenders.

Wherever aTendererisrequiredtostateamonetaryamount,TendersshouldindicatetheKenya Shilling equivalent using the rate of exchange determined as follows:

a) For construction turnover or financial data required for each year - Exchange rate prevailing on the last dayof therespective calendar year (inwhichtheamountsforthat year istobeconverted)was originally established.

b) Valueofsinglecontract-Exchangerateprevailingonthedateofthecontractsignature.

(c) Exchange ratesshallbetakenfromthepubliclyavailablesourceidentifiedintheITT14.3.Anyerror in determining the exchange rates in the Tender may be corrected by the Procuring Entity.

EVALUATIONANDCONTRACTAWARDCRITERIA

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

2.0 PRELIMINARYEXAMINATIONFORDETERMINATIONOF

RESPONSIVENESSPreliminaryexaminationforDeterminationofResponsiveness

TheProcuringEntitywillstartbyexaminingalltenderstoensuretheymeetinallrespectstheeligibilitycriteria and other mandatory requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements provided for in the preliminary evaluation criteria outlined below. The Standard Tender Evaluation Report Document for Goods and Works for evaluating Tenders provides very clear guide on how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination will be considered non- responsive and will not be considered further.

[The Procuring Entity will provide the preliminary evaluation criteria. To facilitate, a template may be attachedorclearlydescribedallinformationandlistofdocumentationtobesubmittedbyTendererstoenable preliminary evaluation of the Tender]

3.0 TENDEREVALUATION(ITT35)

Priceevaluation:inadditiontothecriterialistedinITT35.2(a)–(d)thefollowingcriteriashallapply:

(i) AlternativeCompletionTimes,ifpermittedunderITT13.2,willbeevaluatedasfollows:
……

(ii) AlternativeTechnicalSolutionsforspecifiedpartsoftheWorks,ifpermittedunderITT13.4,willbe evaluated as follows:……

(iii) OtherCriteria; if permittedunderITT35.2(j):
……

4.0 MULTIPLECONTRACTS

MultiplecontractswillbepermittedinaccordancewithITT35.4.TenderersareevaluatedonbasisofLotsand a lowest evaluated tenderer identified for each Lot. The Procuring Entity will select one Option of the two Options listed below for award of Contracts.

OPTION1

(i) IfatendererwinsonlyoneLot,thetendererwillbeawardedacontractforthatLot,providedthe tenderer meets the Eligibility and Qualification Criteria for that Lot.

(ii) If a tenderer wins more than one Lot, the tender will be awarded a contract for all won Lots, provided the tenderer meets the aggregate Eligibility and Qualification Criteria for all the won Lots. The tenderer will be awardedonlythe combinations for whichthetendererqualifies andtheotherswill beconsideredfor awardto second lowest the tenderers.

OPTION2

The Procuring Entity will consider all possible combinations of won Lots [contract(s)] and determine the combinationwiththelowestevaluatedprice.TenderswillthenbeawardedtotheTendereror Tenderersinthe combination provided the tenderer meets the aggregate Eligibility and Qualification Criteria for all the won Lots.

5.0 ALTERNATIVETENDERS(ITT13.1)

AlternativeTenders(ITT13.1)

AnalternativeifpermittedunderITT3.1,willbeevaluated as follows:

TheProcuringEntityshallconsiderTendersofferedforalternativesasspecifiedinPart2-Worksrequirements. Onlythetechnicalalternatives,ifany,oftheTendererwiththeBestEvaluatedTenderconformingtothebasic technical requirements shall be considered by the Procuring Entity.

MARGINOFPREFERENCE

If the TDS so specifies, the Procuring Entity will grant a margin of preference of fifteen percent (15%) to be loadedonevaluatedpricesoftheforeigntenderers,wherethepercentageofshareholdingofKenyancitizensis less than fifty- one percent (51%).

Contractors shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a particular contractor or group of contractors qualifies for a margin of preference.

After Tendershave beenreceived and reviewedby theProcuring Entity,responsive Tendersshall beassessed to ascertain their percentage of shareholding of Kenyan citizens. Responsive tenders shall be classified into the following groups:

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

Allevaluatedtendersineachgroupshall,asafirstevaluationstep,becomparedtodeterminethelowesttender, andthe lowest evaluated tender in each group shall be further compared with each other. If, as a result of this comparison,atenderfromGroupAisthelowest,itshallbeselectedfortheawardofcontract.If atenderfrom Group B is the lowest, an amount equal to the percentage indicated in Item 6.1 of the respective tender price, including unconditional discounts and excluding provisional sums and the cost of day works, if any, shall be added to the evaluated price offered in each tender from Group B. All tenders shall then be compared using new prices with added prices to Group B and the lowest evaluated tender from Group A. If the tender from GroupA isstill thelowesttender,itshallbeselectedforaward.If not,thelowestevaluatedtenderfromGroup B based on the first evaluation price shall be selected.

7. PostqualificationandContractward(ITT39),morespecifically,

a) In case the tender <u>was subject to post-quali ficati on</u> , the contract shall be awarded to the lowest evaluated tenderer, subject to confirmation of pre-qualification data, if so required.
b) Incase the tender <u>was not subject to post-quali ficat ion</u> , the tender that has been determined to be the lowest evaluated tenderer shall be considered for contract award, subject to <u>meeting each of thefollowing conditions</u>.
    i) TheTenderershall demonstratethat ithasaccessto,orhasavailable, liquidassets,unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment)sufficienttomeettheconstructioncashflowofKenyaShillings_____
    ii) Minimum <u>average</u> annual construction turnover of Kenya Shillings_____*[insertamount]*, equivalentcalculated astotal certifiedpaymentsreceivedforcontractsin progressand/or completed within the last_____*[insert of year]* years.

iii) Atleast_____(*insert number)* of contract(s) of a similar nature executed withinKenya,ortheEastAfricanCommunityorabroad,thathavebeensatisfactorilyandsubstantially completed as a prime contractor, or joint venture member or sub-contractor each of minimum value Kenya shillings_____equivalent.

iv) Contractor'sRepresentativeandKeyPersonnel,whicharespecifiedas_____

v) Contractors keyequipmentlistedonthetable "Contractor'sEquipment"below and morespecifically listed as *[specify requirements for each lot as applicable]*_____

iv) Otherconditionsdependingontheirseriousness.

a) **Historyofnon-performingcontracts**:

Tenderer and each member of JV in case the Tenderer is a JV, shall demonstrate that Non-performance of a contract did not occur because of the default of the Tenderer, or the member ofa JV in the last_____(*specifyyears*).Therequiredinformationshallbefurnishedinthe appropriate form.

b) PendingLitigation

Financialpositionandprospectivelong-termprofit abilityof the Single Tenderer,andinthe casethe Tenderer is a JV, of each member of the JV, shall remain sound according to criteria established with respect to Financial Capability under Paragraph (i) above if all pending litigation will be resolved against the Tenderer. Tenderer shall provide information on pending litigations in the appropriate form.

c) LitigationHistory

ThereshallbenoconsistenthistoryofcourtarbitralawarddecisionsagainsttheTenderer,inthelast _____(*specify years*). All parties to the contract shall furnish the information in the appropriate form about any litigation or arbitration resulting from contracts completed or on going unde rits execution over the years specified. A consistent history of awards against the Tenderer or any member of a JV may result in rejection of the tender.

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QUALIFICATIONFORM*

1	2	3	*4*	*5*
Item No.	**QualificationSubject**	**QualificationRequirement**	***DocumentTobeCompletedby Tenderer***	***For Procuring Entity'sUse(Qualification metor Not Met)***
1	Nationality	NationalityinaccordancewithITT3.6	FormsELI–1.1and1.2,with attachments	
2	TaxObligationsfor Kenyan Tenderers	Has produced a current tax clearance certificate or tax exemptioncertificateissuedbyKenyaRevenueAuthority in accordance with ITT 3.14.	Attachment	
3	ConflictofInterest	NoconflictsofinterestinaccordancewithITT3.3	Formof Tender	
4	PPRAEligibility	NothavingbeendeclaredineligiblebythePPRAas described in ITT 3.7	Formof Tender	
5	State-ownedEnterprise	MeetsconditionsofITT3.8	FormsELI–1.1and1.2,with attachments	
6	Goods,equipmentand servicestobesupplied under the contract	Tohavetheiroriginineanycountrythatisnotdetermined ineligible under ITT 4.1	FormsELI–1.1and1.2,with attachments	
7	History of Non-PerformingContracts	Non-performanceofacontractdidnotoccurasaresultof contractor default since 1st January […….].	FormCON-2	
8	Suspension Based on Execution of Tender/ProposalSecuring Declaration by the ProcuringEntity	Not under suspension based on-execution of a Tender/ProposalSecuringDeclarationpursuanttoITT19.9	Formof Tender	
9	PendingLitigation	Tender's financial position and prospective long-term profitabilitystillsoundaccordingtocriteriaestablishedin 3.1andassumingthatallpendinglitigationwillNOTbe resolved against the Tenderer.	FormCON– 2	
10	LitigationHistory	Noconsistenthistoryofcourt/arbitralawarddecisions against the Tenderer since 1st January *[insert year]*.	FormCON– 2	
11	FinancialCapabilities	(i) The Tenderershalldemonstratethat ithasaccessto, or hasavailable,liquidassets,unencumberedrealassets,lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as Kenya Shillings *[insert amount]* equivalent for the subject contract(s) net of the Tenderer's other commitments. (ii) TheTendersshallalsodemonstrate,tothesatisfaction of the Procuring Entity, that it has adequate sources of finance to meet the cash flow requirements on works currentlyinprogress andforfuturecontractcommitments.	FormFIN–3.1,with attachments	

1 **Item No.**	2 **QualificationSubject** 032	3 **QualificationRequirement**	*4* ***DocumentTobeCompleted byTenderer***	*5* ***For Procuring Entity'sUse(Qualification metor Not Met)***
		(iii)The audited balancesheetsor, ifnotrequiredby the lawsoftheTenderer'scountry,otherfinancialstatements acceptable to the Procuring Entity, for the last *[insert number of years]* years shall be submitted and must demonstrate the current soundness of the Tenderer's financial position and indicate its prospective long-term profitability.		
12	Average Annual ConstructionTurnover	Minimum average annual construction turnover of Kenya Shillings *[insert amount]*, equivalent calculated as total certifiedpaymentsreceivedforcontractsinprogress and/or completedwithinthelast*[insertofyear]*years,dividedby *[insert number of years]* years	FormFIN–3.2	
13	GeneralConstruction Experience	Experienceunderconstructioncontractsintheroleofprime contractor, JV member, sub-contractor, or management contractor for at least the last *[insert number of years]* years,starting1st January*[insertyear]*.	**4.**FormEXP–4.1 **Experience**	
14	SpecificConstruction& Contract Management Experience	Aminimumnumberof*[statethenumber]*similarcontracts specified below that have been satisfactorily and substantiallycompletedasaprimecontractor,jointventure member,managementcontractororsub-contractorbetween 1stJanuary[*insertyear*]andtendersubmissiondeadlinei.e. ….(number)contracts,eachofminimumvalueKenya shillings ..... equivalent. [*IncasetheWorksaretobe tenderas individualcontracts undermultiplecontractprocedure,theminimumnumberof contractsrequiredforpurposesofevaluatingqualification shall be selected from the options mentioned in ITT 35.4]* The similarity of the contracts shall be based on the following:[*BasedonSectionVII,ScopeofWorks,specify the minimum key requirements in terms of physical size, complexity,constructionmethod,technologyand/orother characteristicsincludingpartoftherequirementsthatmay be met by specialized subcontractors, if permitted in accordance with ITT 34.3]*	FormEXP4.2(a)	

EvaluationCriteria

1. MandatoryRequirements

A Bidder must demonstratethat he/shehasstatutory andlegal documentsto enablehim/her trade in therepublicof Kenya –**MUST** meet requirement and advised to attach the documents in order of sequence as tabulated below for ease of retrieval during evaluation exercise.

S/NO	MANDATORY REQUIREMENT	YES(√)ORNO(X)
01	Attach copy of certified Certificate of Registration/Incorporation Certificate	
02	Attach the valid certified tax compliance certificate	
03	Submit a tender security of Ksh.2,500,000.00 from the reputable Bank valid for180 days in the format prescribed it the tender document (BankGurantee on Demand) and must be sufficient. *Note*: Hard copy to be delivered to the County Procurement office before the opening date and time.	
04	AttachValid certified form of CR12 (issued within six months of the tender opening date), may be verified with the registrar of companies.	
05	Attach the National Construction Authority NCA,registration certificates for i) Building works NCA 5 and above including valid NCA license ii) Mechanicalworks NCA 5 and above including valid NCA license iii) Electricalworks NCA 5 and above including valid NCA license	
06	Attach current certified (valid) business permit from any county in the republic of kenya	
07	Attach a registered power of attorney	
08	Dulyfilled,signed and stamped form of tender as per the instructions in the tender document- ensure its in the company's letter head	
09	Duly filled self decoration form(SD1)that the person/tenderer is not debarred in the matter of public procurement and asset disposal	
10	Duly filled and attached certificate of independent tender determination form in the format provided	
11	Duly filled self decoration form (SD2) that the person/tenderer is not debarred in the matter of public procurement and asset disposal	
12	Must fill and submit the Self declaration tha the person/tenderer will **NOT** Engage in any corrupt of fraudulent practice (declare conflict of interest)	
13	Must fill and submit the Bill of quantities of works and post implementation costs in the format provided. BOQ items must be filled in indelible ink and should not be typed	
14	Must fully filland submit a duly filled up confidential business questionnaire in the format provided	
15	Must fully fill and submit tenderer information form in the format provided	
16	Bid document must be sequentially and chronologically serialized.i.e 1,2,3…	
At this stage,thetenderer'ssubmissionwilleitherberesponsiveornon-responsive.Thenon-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.		

Note

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forsubcontractorstheserviceengineersandtheprojectmanagershallnominatethemuponsubmissionofthe requested documents and approved during the execution time.

2. Technicalevaluation

(1) Previousexperienceofthe bidderinconstructionrelatedActivities;

Biddertodemonstratebyattachingrelevantsupportivedocumentssuchaspracticalcompletioncertificates,certificate of making good defects for completed works for the last 3 years i.e. of works of similar nature magnitude and complexity.

Referenceletterstfrompreviousclients'awardsandcontractssignedwithclients.

(2) **Technicalstafftohandletheworks**

A biddermust demonstratethat hehas asuitablyqualifiedcontractor's representative andsuitably (andinadequate numbers) key personnel together with their academic qualifications and work experience.

(3) Equipmentscheduleownedorleaseagreementintheformatprovidedinthetenderforms

(4) Comprehensiveworksprogram(ellaboratetakingintoaccountthefollowing

(i) Contract duration of the duration should be in weeks **i.e 130 weeks** from the commencement date, in addition, the work breakdown structures should be detailed to identify key activities and particularly the activities on critical path

(ii) Projectscopeandallactivities.

Theawardofpointsconsideredinthis sectionshallbeasshownbelow:

SUMMARY OF THE MARKS

S/NO	PARAMETER	MAXSCORE
01	Presentation of Bid document	3
02	Key personnel	20
03	Detailed Works program and company policies Works methodology Quality,Risk mitigation and management Environmental,and safety policy	12
04	Contract Completed in the lastTen(10) years	20
05	Schedules of on-going projects	3
06	Schedules of contractors equipment	17
07	Audited Financial Report for the last 3 years Evidence of Financial Resources	23
08	LitigationHistory	2
	TOTALMARKS	**100**

Item	Description	RawPointsScored		Max. Point
I	Presentationandresponse(Thisincludesbindingthedocuments,	**3marksmaxfor**		**3**
II	neatpresentation,separationandarrangementofrequested informationandgeneralresponsetoallrequirementsSequentially)	**beingneatand sequential**		
III	**KeyPersonnel(Attachevidence)intheformatprovidedforinthetenderforms 5No.degreeholdersofkeypersonnelinthe builtenvironment**			**20**
	over5yearsworking experience(attachclearcertified academic, professional and CVs)—2 marks for each professional ▪ Architect ▪ Strucuctural Engineer ▪ Quantity Surveyor ▪ Biomedical Engineer ▪ Electrical Engineer ▪ Mechanical Engineer building services	2 mrks each X6 No.	**12**	
	3No.diplomaholdersofkeypersonnelinthebuiltenvironment **over5yearsworkingexperience(attachclearcertified academic,andCVs)—2marksforeachforeman/Siteagent** ▪ BuildingTechnology ▪ Electrical power option diploma ▪ CivilEngineering	2 mrks each X3 No.	**6**	
	2 No certificate holder of key personnel in relevant field(Building)Masonryover5years workingexperienceand NCAaccreditedtradesmen ▪ Masonry ▪ Steelfixing	2 mrks each X1 No.	**2**	
	Detailedworksprogramandworksmethodology			**12**
	a) DetailedWorksprogramwithallscopewellcaptured withmilestones (ensurethatitsneatandlegible-donewithanappropriatesoftware)		**6**	
	b) Detailedworksmethodology		**2**	
	c)QualityandtechnicalRiskmitigationmeasures&management		**2**	
	d)Environmentalandsitesafetypolicyofthecompany		**2**	
IV	**Contractcompletedinthe last10(ten)years.** Attach Evidence by attaching completion certificates,	Completioncer OrRecomen.L	tificate etter/	
	recommendationletters(Duediligencemaybeconducted) Construction-3projectsofsimilarnature/complexityand Magnitude (a)AboveKshs.200.Million(3x3marksforeachproject)	awardletterswillbe addedadvantage	**9**	**20**
	(b) Kshs100Million199Million(3x2marksfor eachproject)		**6**	
	(c) Kshs50Million–100Million–(2x1marksforeachproject)		**2**	
	d)Kshs. 1Million–50million-(1x1marksforeachproject)		**1**	

V036	**On-goingprojectsandtheirvalues. Provide Evidence to demonstrate consistency in the construction industry** Maximum3numberprojectsx1markseach.		**3**
VI	**Scheduleofcontractors equipmentandtransport (prooforevidenceof ownership/Lease)** **a) RelevantTransport** ▪ Fleetofassortedvehicles(any3x1mrkeach) ▪ Towercranes ▪ Dumper trucks **b) Equipment's/tools** ▪ Concretemixersandvibrator ▪ Hoistingmachines ▪ Rebarbarbendingmachineandbarcuttingmachine ▪ Evidenceofownershiporhireofmetalscalfolding ▪ Router/woodlathe/Jointer/Bandsaw	 3 2 2 2 2 2 2 2	**7** **10**
VII	**Financialreport** a)Auditedfinancialreport(lastthree(3)years) ▪AverageAnnualTurn-overequaltoorgreaterthantheannualExpected Turnover of the project 3 x 3 marks	 9	**23**
VIII	**b) EvidenceofFinancialResources** ▪ Has attached certified current bank statement for the last six months to ascertain cashflows transactions and amount transacted (more than 10 million) either debit or credited ▪ Hasattachedaletter frombankshowingcreditworthiness,describingthe transactionrelationswithaccountdetails	 10 4	
X	**LitigationHistory** Submita signed,stampedand datedaffidavit thatthecompany hasnothadorthe companyhashadorit'sinconstruction-relatedlitigationorarbitrationcaseinthe last five years. ▪ DulyFilled ▪ Notfilled	 2 0	**2**
	TOTAL		**100**

TOTAL **100**

(Attachclearlegiblecopiesforeaseofreference).Marksshallbeawardedasindicatedagainsteach requirement. Notethata biddermustscoreatleast70%totalmarkstoqualifyforfinancial evaluation

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StageIII:Financial Stage

Bidderswhopassthetechnical stage of evaluation will be invitedtoattendtheopeningoffinancial bidsat a specified date, time and venue.

Adetailedfinancialevaluationshallthenfollow.

Theevaluationshallbeinthreestagesasfollows;

i. DeterminationofArithmeticerrors

ii. ComparisonofRates;and

iii. CheckingofConsistencyoftheRates.

DeterminationofArithmeticErrors

Tenderswillbecheckedtodetermineiftherareanyarithmeticerrors.Iftherewillbeadiscrepancybetweenthe amount in figures and the amount in word, the amount in words shall prevail.

IftherewillbeadiscrepancybetweentheamountintheFormofTenderandtheAmountintheBillofQuantities, the amount in the Form of Tender Shall Prevail.

SubjecttoSection79(2)(b)thePublicProcurementandAssetDisposalAct 2015,andinlinewithRegulation

74(2) of the public procurement and Asset Disposal Regulations 2020, any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive.

Comparisonof rates

Itemsthatareunder-pricedoroverpricedmayindicatepotentialfornon-deliveryandfront-loading respectively.Theevaluationcommitteeshallpromptlywritetothetendereraskingfordetailedbreakdownofcosts for any of the quoted items, relationship between those prices, proposed construction/installation methods and schedules.

Consistencyofthe Rates

The evaluation committee will compare the consistency of rates for similar items and note all inconsistencies of the rates for similar items. Tenders with inconsistent rates for similar items, particularly where the higher rate is used in the first elements of the works (front loading) risks non-completion of the project.

Notes

1. Thebidderwithlowestevaluatedpricewillbeawardedthetenderinlinewith Section 86 (a) of the Public **Procurement** and Asset Disposal Act, 2015

2. TheProcuringEntitymayinspectthepremisestoseekfurtherclarification/confirmationifnecessary,toconfirm authenticity /compliance of any condition of the tender /qualifications of the tenderer in line with Section 83 of the Public Procurement and Asset Disposal Act, 2015

SECTIONIV-TENDERINGFORMS

QUALIFICATIONFORMS

1. FOREIGNTENDERERS40%RULE

PursuanttoITT3.9,aforeigntenderermustcompletethisformtodemonstratethatthetenderfulfilsthiscondition.

ITEM	DescriptionofWorkItem	Describelocationof Source	COSTin K.shillings	Comments,ifany
A	LocalLabor			
1				
2				
3				
4				
5				
B	SubcontractsfromLocalsources			
1				
2				
3				
4				
5				
C	Localmaterials			
1				
2				
3				
4				
5				
D	UseofLocalPlantandEquipment			
1				
2				
3				
4				
5				
E	Addanyotheritems			
1				
2				
3				
4				
5				
6				
	TOTALCOSTLOCALCONTENT			
	PERCENTAGEOFCONTRACT PRICE			

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2. FORMEQU: EQUIPMENT

The Tenderer shall provide adequate information to demonstrate clearly that it has the capability to meet the requirementsforthekey equipment listedinSectionIII, EvaluationandQualificationCriteria. AseparateFormshall be prepared for each item of equipment listed, or fo ralternative equipment proposed by the Tenderer.

Itemofequipment		
Equipment information	Nameofmanufacturer	Modelandpowerrating
	Capacity	Yearofmanufacture
Currentstatus	Currentlocation	
	Detailsof currentcommitments	
Source	Indicatesourceof the equipment ☐Owned ☐Rented ☐Leased ☐Speciallymanufactured	

Omitthefollowinginformationforequipmentowned bytheTenderer.

Owner	Nameofowner	
	Addressofowner	
	Telephone	Contactnameand title
	Fax	Telex
Agreements	Detailsofrental/lease /manufactureagreementsspecifictotheproject	

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3. FORMPER-1

Contractor'sRepresentativeandKeyPersonnelSchedule

Tenderers should provide the names and details of the suitably qualified Contractor's Re presentative and Key Personneltoperform theContract. Thedata ontheir experienceshouldbe suppliedusingtheFormPER-2 belowfor each candidate.

Contractor'RepresentativeandKeyPersonnel

1.	**Titleofposition:**Contractor'sRepresentative	
	Nameofcandidate:	
	Duration of appointment:	[*insertthewholeperiod(startandenddates)forwhichthispositionwillbeengaged*]
	Timecommitment:for this position:	[*insertthenumberofdays/week/months/thathasbeenscheduledforthisposition*]
	Expectedtimeschedule for this position:	[*inserttheexpectedtimescheduleforthisposition(e.g.attachhighlevel Gantt chart*]
2.	**Titleofposition:***[ ]*	
	Nameofcandidate:	
	Duration of appointment:	[*insertthewholeperiod(startandenddates)forwhichthispositionwillbeengaged*]
	Timecommitment:for this position:	[*insertthenumberofdays/week/months/thathasbeenscheduledforthisposition*]
	Expectedtimeschedule for this position:	[*inserttheexpectedtimescheduleforthisposition(e.g.attachhighlevel Gantt chart*]
3.	**Titleofposition:***[ ]*	
	Nameofcandidate:	
	Duration of appointment:	[*insertthewholeperiod(startandenddates)forwhichthispositionwillbeengaged*]
	Timecommitment:for this position:	[*insertthenumberofdays/week/months/thathasbeenscheduledforthisposition*]
	Expectedtimeschedule for this position:	[*inserttheexpectedtimescheduleforthisposition(e.g.attachhighlevel Gantt chart*]
4.	**Titleofposition:***[ ]*	
	Nameofcandidate:	
	Duration of appointment:	[*insertthewholeperiod(startandenddates)forwhichthispositionwillbeengaged*]
	Timecommitment:for this position:	[*insertthenumberofdays/week/months/thathasbeenscheduledforthisposition*]
	Expectedtimeschedule for this position:	[*inserttheexpectedtimescheduleforthisposition(e.g.attachhighlevel Gantt chart*]
5.	**Titleofposition:***[inserttitle]*	
	Nameofcandidate	
	Duration of appointment:	[*insertthewholeperiod(startandenddates)forwhichthispositionwillbeengaged*]
	Timecommitment:for this position:	[*insertthenumberofdays/week/months/thathasbeenscheduledforthisposition*]
	Expectedtimeschedule for this position:	[*inserttheexpectedtimescheduleforthisposition(e.g.attachhighlevel Gantt chart*]

4. FORMPER-2:

ResumeandDeclaration-Contractor'sRepresentativeandKeyPersonnel.

NameofTenderer

Position[*#1*]:[*titleofpositionfromFormPER-1*]		
Personnel information	Name:	Dateofbirth:
	Address:	E-mail:
	Professionalqualifications:	
	Academic qualifications:	
	Languageproficiency:*[languageand levelsofspeaking,readingandwritingskills]*	
Details		
	Addressof ProcuringEntity:	
	Telephone:	Contact(manager/ personnelofficer):
	Fax:	
	Jobtitle:	YearswithpresentProcuringEntity:

Summarizeprofessionalexperienceinreversechronologicalorder.Indicateparticulartechnicalandmanagerialexperience relevant to the project.

Project	Role	Duration of involvement	Relevant experience
[main project details]	*[role andresponsibilitieson the project]*	*[timeinrole]*	*[describetheexperiencerelevanttothis position]*

Declaration

I,theundersigned*[inserteither"Contractor'sRepresentative"or"KeyPersonnel"asapplicable]*,certifythattothe best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

IconfirmthatIamavailableascertifiedinthefollowingtableandthroughouttheexpectedtimescheduleforthis position as provided in the Tender:

Commitment	**Details**
Commitmenttodurationofcontract:	*[insert period (start and end dates) for which this Contractor'sRepresentativeorKeyPersonnelisavailable to work on this contract]*
Timecommitment:	*[insert period (start and end dates) for which this Contractor'sRepresentativeorKeyPersonnelisavailable to work on this contract]*

IunderstandthatanymisrepresentationoromissioninthisFormmay:

(a) betakenintoconsiderationduringTenderevaluation;
(b) resultinmydisqualificationfrom participatingintheTender;
(c) resultinmydismissalfromthecontract.

NameofContractor'sRepresentativeorKeyPersonnel:[*insertname*]

Signature: _____

Date:(daymonthyear):_____

CountersignatureofauthorizedrepresentativeoftheTenderer:

Signature: _____

Date:(daymonthyear):_____

5. TENDERERSQUALIFICATIONWITHOUTPREQUALIFICATION

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

FORMELI-1.1

Tenderer InformationForm

Date:_____

ITT No. and title:_____

Tenderer'sname
IncaseofJointVenture(JV),nameofeachmember:
Tenderer'sactualorintendedcountryofregistration: *[indicatecountryofConstitution]*
Tenderer'sactualorintendedyearofincorporation:
Tenderer'slegaladdress[incountryofregistration]:
Tenderer's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers:_____ E-mailaddress:
1. Attachedarecopiesof originaldocumentsof ☐ ArticlesofIncorporation(orequivalentdocumentsofconstitutionorassociation),and/or documentsofregistrationofthelegalentitynamedabove,inaccordancewithITT3.6 ☐ IncaseofJV,letterofintenttoformJVorJVagreement,inaccordancewithITT3.5 ☐Incaseofstate-ownedenterpriseorinstitution,inaccordancewithITT3.8,documentsestablishing: • Legalandfinancialautonomy • Operationundercommerciallaw 1. EstablishingthattheTendererisnotunderthesupervisionoftheProcuringEntity 2. Includedaretheorganizationalchartandalistof BoardofDirectors

FORMELI-1.2

Tenderer'sJVInformationForm
(tobecompletedforeachmemberofTenderer'sJV)

Date:_____

ITT No. andtitle:_____

Tenderer'sJVname:
JVmember'sname:
JVmember'scountryofregistration:
JVmember'syearofconstitution:
JVmember'slegaladdressincountryofconstitution:
JVmember'sauthorizedrepresentativeinformation Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mailaddress:
1. Attachedarecopiesof originaldocumentsof ☐ ArticlesofIncorporation(or equivalent documentsof constitutionor association),and/orregistration documentsofthe legalentitynamedabove,inaccordancewithITT3.6. ☐ Incaseofastate-ownedenterpriseorinstitution,documentsestablishinglegalandfinancialautonomy, operationinaccordancewithcommerciallaw,andthattheyarenotunderthesupervisionoftheProcuring Entity, in accordance with ITT 3.5. 2.Includedaretheorganizationalchartandalistof BoardofDirectors.

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FORMCON–2

HistoricalContractNon-Performance,PendingLitigationandLitigationHistory

Tenderer's Name:_____
Date: _____
JV Member's Name

_____
ITTNo.andtitle:_____

Non-PerformedContractsinaccordancewithSectionIII,EvaluationandQualificationCriteria			
☐ Contractnon-performancedidnotoccursince1stJanuary*[insertyear]*specifiedinSectionIII, Evaluationand Qualification Criteria, Sub-Factor 2.1. ☐ Contract(s)notperformedsince1stJanuary*[insertyear]*specifiedinSectionIII,EvaluationandQualification Criteria, requirement 2.1 ☐ Contract(s)withdrawnsince1stJanuary*[insertyear]*specifiedinSectionIII, EvaluationandQualification Criteria, requirement 2.1			
Year	**Non-performed portion of contract**	**ContractIdentification**	**TotalContractAmount (currentvalue,currency, exchangerateandKenya Shilling equivalent)**
[insert year]	*[insertamount andpercentage]*	ContractIdentification:*[indicatecompletecontractname/number, and anyother identification]* NameofProcuringEntity:*[insertfullname]* AddressofProcuringEntity:*[insertstreet/city/country]* Reason(s)fornonperformance:*[indicatemainreason(s)]*	*[insertamount]*
PendingLitigation,inaccordancewithSectionIII,EvaluationandQualificationCriteria			
☐ Nopendinglitigationinaccordancewith SectionIII,EvaluationandQualificationCriteria,Sub-Factor2.3. ☐ Pendinglitigationinaccordancewith SectionIII,Evaluationand QualificationCriteria,Sub-Factor2.3 as indicatedbelow.			

Yearof dispute	**Amountindispute (currency)**	**ContractIdentification**	**TotalContractAmount (currency),Kenya ShillingEquivalent (exchange rate)**
		ContractIdentification: _____ Name of Procuring Entity: _____ Address of Procuring Entity: _____ Matter in dispute: _____Party who initiated the dispute: _____ Status of dispute:	
		Contract Identification: Name of Procuring Entity: AddressofProcuringEntity: Matter in dispute: Partywhoinitiatedthedispute: Status of dispute:	
LitigationHistory inaccordancewithSectionIII,Evaluation andQualificationCriteria			
☐ NoLitigationHistoryinaccordancewithSectionIII,EvaluationandQualificationCriteria,Sub-Factor 2.4. ☐ LitigationHistoryinaccordancewithSectionIII,EvaluationandQualification Criteria,Sub-Factor2.4as indicatedbelow.			

Yearo0f46 dispute	Amountindispute (currency)	ContractIdentification	TotalContractAmount (currency),Kenya Shilling Equivalent (exchange rate)
[insertyear]	*[insertpercentage]*	ContractIdentification:[indicatecomplete contract name, number, and any other identification] NameofProcuringEntity:*[insertfullname]*Address of Procuring Entity: *[insertstreet/city/country]* Matterindispute:*[indicatemainissuesindispute]* Partywho initiatedthe dispute: *[indicate "Procuring Entity" or "Contractor"]* Reason(s)forLitigationandawarddecision *[indicate main reason(s)]*	*[insertamount]*

Includedetailsrelatingtopotentialbid-riggingpracticessuchaspreviousoccasionswheretenderswerewithdrawn,joint bids with competitors, subcontracting work to unsuccessful tenderers, etc.

FORMFIN–3.1:

FinancialSituationandPerformance

Tenderer's Name:_____
Date: _____
JV Member's Name

_____
ITTNo.andtitle:_____

FinancialData

TypeofFinancialinformation in _____(currency)	**Historicinformationforprevious_____*years,*** **(amountincurrency, currency,exchangerate*,USDequivalent)**				
	Year1	Year2	Year3	Year4	Year5
StatementofFinancialPosition(InformationfromBalance Sheet)					
TotalAssets(TA)					
TotalLiabilities(TL)					
TotalEquity/NetWorth(NW)					
CurrentAssets(CA)					
CurrentLiabilities(CL)					
WorkingCapital(WC)					
InformationfromIncomeStatement					
TotalRevenue(TR)					
ProfitsBeforeTaxes(PBT)					
CashFlowInformation					
CashFlowfromOperatingActivities					

*RefertoITT15fortheexchangerate

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SourcesofFinance

Specifysourcesoffinancetomeetthecashflowrequirementsonworkscurrentlyinprogressandforfuturecontract commitments.

No.	Sourceoffinance	Amount(KenyaShilling equivalent)
1		
2		
3		

Financialdocuments

The Tenderer and its parties shall provide copies of financial statements for _____yearspursuantSectionIII, Evaluation andQualificationsCriteria,Sub-factor3.1.Thefinancialstatementsshall:

(a) reflectthefinancialsituationoftheTendererorincaseofJVmember,andnotanaffiliatedentity(such as parent company or group member).

(b) beindependentlyauditedorcertifiedinaccordancewithlocallegislation.

(c) becomplete,includingallnotestothefinancialstatements.

(d) correspondtoaccountingperiodsalreadycompletedandaudited.

☐ Attached are copies of financial statements[1]for the _____yearsrequiredabove;andcomplyingwiththe requirements

[1]Ifthemostrecentsetoffinancialstatementsisforaperiodearlierthan12monthsfromthedateofTender,thereasonforthis should be justified.

FORMFIN–3.2:

AverageAnnualConstructionTurnover

Tenderer's Name:_____
Date: _____
JV Member's Name

_____
ITTNo.andtitle:_____

	Annualturnoverdata(constructiononly)		
Year	**Amount Currency**	**Exchangerate**	**KenyaShilling equivalent**
[indicateyear]	*[insertamountandindicate currency]*		
Average Annual Construction Turnover *			

* SeeSectionIII,EvaluationandQualificationCriteria,Sub-Factor3.2.

FORMFIN–3.3:

FinancialResources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financialmeans,netofcurrentcommitments,availabletomeetthetotalconstructioncashflowdemandsofthesubject contract or contracts as specified in Section III, Evaluation and Qualification Criteria

FinancialResources		
No.	**Sourceoffinancing**	**Amount(KenyaShilling equivalent)**
1		
2		
3		

FORMFIN–3.4:

CurrentContractCommitments/WorksinProgress

TenderersandeachmembertoaJVshouldprovideinformationontheircurrentcommitmentsonallcontractsthathave beenawarded, or for whichaletter ofintentor acceptancehasbeenreceived, orforcontractsapproachingcompletion, but for which an unqualified, full completion certificate has yet to be issued.

CurrentContractCommitments					
No.	**Nameof Contract**	**Procuring Entity's ContactAddress,Tel,**	**Valueof Outstanding Work [CurrentKenya Shilling/month Equivalent]**	**Estimated Completion Date**	**AverageMonthly InvoicingOverLast Six Months [KenyaShilling /month)]**
1					
2					
3					
4					
5					

FORMEXP-4.1

GeneralConstructionExperience

Tenderer's Name:_____
Date: _____
JV Member's Name

_____
ITTNo.andtitle:_____

Page _____of _____pages

Starting Year	Ending Year	ContractIdentification	Roleof Tenderer
		Contractname: _____ BriefDescriptionoftheWorksperformedbythe Tenderer: _____ Amount of contract: _____ NameofProcuringEntity:_____ Address:	
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____Name of Procuring Entity: _____ _____Addre ss:	
		Contract name: _____ BriefDescriptionoftheWorksperformedbythe Tenderer: _____ Amount of contract: _____ NameofProcuringEntity:_____ Address:	

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FORMEXP-4.2(a)

SpecificConstructionandContractManagementExperience

Tenderer's Name:_____
Date: _____
JV Member's Name

_____
ITTNo.andtitle:_____

SimilarContractNo.	**Information**			
ContractIdentification				
Awarddate				
Completiondate				
RoleinContract	Prime Contractor☐	Memberin JV ☐	Management Contractor ☐	Sub-contractor ☐
TotalContractAmount			**KenyaShilling**	
IfmemberinaJVorsub-contractor, specifyparticipationintotalContract amount				
ProcuringEntity'sName:				
Address: Telephone/faxnumber E-mail:				

5.9 FORMEXP-4.2(a)

SpecificConstructionandContractManagementExperience

Tenderer's Name:_____
Date: _____
JV Member's Name

_____
ITTNo.andtitle:_____

SimilarContractNo.	**Information**			
ContractIdentification				
Awarddate				
Completiondate				
RoleinContract	Prime Contractor☐	Memberin JV ☐	Management Contractor ☐	Sub-contractor ☐
TotalContractAmount			**KenyaShilling**	
IfmemberinaJVorsub-contractor, specifyparticipationintotalContract amount				
ProcuringEntity'sName:				
Address: Telephone/faxnumber E-mail:				

FORM EXP-4.2(a)(cont.)

SpecificConstructionandContractManagementExperience(cont.)

SimilarContractNo.	**Information**
Description of the similarity in accordancewithSub-Factor4.2(a)of Section III:	
1. Amount	
2. Physicalsizeofrequiredworks items	
3. Complexity	
4. Methods/Technology	
5. Constructionrateforkey activities	
6. OtherCharacteristics	

FORMEXP-4.2(b)

ConstructionExperienceinKeyActivities

Tenderer's Name:_____
Date:_____
Tenderer'sJVMemberName:_____
Sub-contractor'sName[2](asperITT34):_____
ITTNo.andtitle_____

AllSub-contractorsforkeyactivitiesmustcompletetheinformationinthisformasperITT34andSectionIII, Evaluation and Qualification Criteria, Sub-Factor 4.2.

1. KeyActivityNoOne:_

	Information			
ContractIdentification				
Awarddate				
Completiondate				
RoleinContract	Prime Contractor ☐	Memberin JV ☐	Management Contractor ☐	Sub-contractor ☐
TotalContractAmount			**KenyaShilling**	
Quantity (Volume, number or rate of production,asapplicable)performedunder the contract per year or part of the year	Totalquantityin the contract (i)	Percentage participation (ii)		Actual Quantity Performed (i)x(ii)
Year 1				
Year 2				
Year 3				
Year 4				
ProcuringEntity'sName:				
Address: Telephone/faxnumber E-mail:				

[2]Ifapplicable

	Information
Description of the key activities in accordancewithSub-Factor4.2(b)ofSection III:	

2. ActivityNo.Two
3. ……

OTHERFORMS

6. FORMOFTENDER

(AmendedandissuedpursuanttoPPRACIRCULARNo.02/2022)

INSTRUCTIONSTOTENDERERS

i) AllitalicizedtextistohelptheTendererinpreparingthisform.

ii) TheTenderermustpreparethisFormofTenderonstationerywithitsletterheadclearly showing the Tenderer's complete name and business address. Tenderers are reminded that this is a mandatory requirement.

iii) Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDERDETERMINATIONandtheSELFDECLARATIONFORMSOFTHETENDERERaslistedunder (xxii)below.

DateofthisTendersubmission:.....*[insertdate(asday,monthandyear)ofTendersubmission]***Tender Name and Identification**:.....*[insert identification]***AlternativeNo.**:.....*[insertidentificationNoifthisisaTenderforanalternative]*

To.....*[InsertcompletenameofProcuringEntity]*

Date of thisTender submission: *[insert date (as day, month and year) of Tender submission]* **Request forTenderNo.:***[insertidentification]***NameanddescriptionofTender***[InsertasperITT)***Alternative No.:** *[insert identification No if this is a Tender for an alternative]*

To:*[insertcompletenameofProcuringEntity]*

DearSirs,

1. InaccordancewiththeConditionsofContract,Specifications,DrawingsandBillsofQuantitiesfortheexecution of the above named Works, we, the undersigned offer to construct and complete the Works and remedy any defects therein for the sum[3]of Kenya Shillings [*[Amount in figures]* _____KenyaShillings *[amount in words]*_____

   Theaboveamountincludesforeigncurrency[4]amount(s)of[*statefigureorapercentageandcurrency*] [figures]_____[words] _____

   _____

2. We undertake, if our tender is accepted, to commence the Works assoon as is reasonably possible after the receiptoftheArchitectnoticetocommence,andtocompletethewholeoftheWorkscomprisedintheContract within the time stated in the Special Conditions of Contract.

3. We agree to adhereby this tender until_____*[Insertdate]*,anditshallremainbindingupon us and may be accepted at any time before that date.

4. Weunderstandthatyou arenotboundtoacceptthelowestoranytenderyoumayreceive.

5. We,theundersigned,furtherdeclarethat:

   i) Noreservations:WehaveexaminedandhavenoreservationstothetenderdocumentincludingAddenda issuedinaccordance with ITT 28;

[3]*ThissumshouldbecarriedforwardfromtheSummaryoftheBillsofQuantities.*

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[4]*Thepercentagequotedaboveshouldnotincludeprovisionalsums,andnotmorethan two foreign currencies are allowed.*

ii) 057 Eligibility: We meet the eligibility requirements and have no conflict of interest in accordance with ITT 3 and 4;

iii) Tender-Securing Declaration: We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing or Proposal-Securing Declaration in the Procuring Entity's Country in accordance with ITT 19.8;

iv) Conformity: We offer to execute in conformity with the tendering documents and in accordance with the implementation and completion specified in the construction schedule, the following Works: *[insert a brief description of the Works];*

v) Tender Price: The total price of our Tender, excluding any discounts offered in item 1 above is: *[Insert one of the options below as appropriate]*

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

Option 2, in case of multiple lots:

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

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

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

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

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

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

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

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

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

xiv) State-owned enterprise or institution: [*select the appropriate option and delete the other*] [*We are not a state- owned enterprise or institution*]/[*We are a state-owned enterprise or institution but meet the requirements of ITT3.8*];

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

Name of Recipient	Address	Reason	Amount

058*(Ifnonehasbeenpaidoristobepaid,indicate"none.")*

xvi) BindingContract:WeunderstandthatthisTender,togetherwithyourwrittenacceptancethereofincluded in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;

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

xviii) Fraud and Corruption: Wehere by certify that we have taken steps to ensure that no personacting for us or on our behalf engages in any type of Fraud and Corruption; and

xix) Collusive practices:We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the "Certificate of Independent Tender Determination" attached below.

xx) Weundertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from_____(*specifywebsite*)duringtheprocurementprocessandthe execution of any resulting contract.

xxi) **BeneficialOwnershipInformation:** Wecommit toprovidetotheprocuringentitytheBeneficialOwnership Information in conformity with the Beneficial Ownership Disclosure Form upon receipt of notification of intention to enter into a contract in the event we are the successful tenderer in this subject procurement proceeding.

xxii) We, theTenderer,havedulycompleted,signedandstampedthefollowingFormsaspartofourTender:

a) Tenderer'sEligibility;ConfidentialBusinessQuestionnaire-toestablishwearenotinanyconflict to interest.

(b)CertificateofIndependentTenderDetermination-todeclarethatwecompletedthetenderwithout colluding with other tenderers.

(a) Self-DeclarationoftheTenderer-todeclarethatwewill,ifawardedacontract,notengageinany form of fraud and corruption.

(d) DeclarationandcommitmenttotheCodeofEthicsforPersonsParticipatinginPublicProcurement and Asset Disposal.

Further,weconfirmthatwehavereadandunderstoodthefullcontentandscopeoffraudandcorruption as informed in **"Appendix 1 - Fraud and Corruption**" attached to the Form of Tender.

NameoftheTenderer:*[*insertcompletenameofpersonsigningtheTender*]

NameofthepersondulyauthorizedtosigntheTenderonbehalfoftheTenderer:**[*insertcomplete name of person duly authorized to sign the Tender*]

TitleofthepersonsigningtheTender:[*insertcompletetitleofthepersonsigningtheTender*]

Signatureofthepersonnamedabove:[*insertsignatureofpersonwhosenameandcapacityareshownabove*]

Datesigned[*insertdateofsigning*] dayof[*insertmonth*],[*insertyear*]

Datesigned_____dayof_____,

_____Notes

**InthecaseoftheTendersubmittedbyjointventurespecifythenameoftheJointVentureasTenderer.*
***PersonsigningtheTendershallhavethepowerofattorneygivenbytheTenderertobeattachedwith the Tender.*

(a) **TENDERER'S ELIGIBILITY-CONFIDENTIALBUSINESSQUESTIONNAIRE**

InstructiontoTenderer

Tenderisinstructedtocompletetheparticularsrequiredinthis Form,*oneformforeachentityifTenderisa JV.*
Tendererisfurtherremindedthatit isanoffencetogivefalse informationonthisForm.

(a) Tenderer'sdetails

	ITEM	DESCRIPTION
1	NameoftheProcuringEntity	
2	ReferenceNumber oftheTender	
3	DateandTimeofTenderOpening	
4	NameoftheTenderer	
5	FullAddressandContactDetailsof the Tenderer.	1. Country 2. City 3. Location 4. Building 5. Floor 6. PostalAddress 7. Nameandemailofcontactperson.
6	Current Trade License Registration Number and Expiring date	
7	Name,countryandfulladdress(*postal and physical addresses, email, and telephone number*) of Registering Body/Agency	
8	DescriptionofNatureofBusiness	
9	Maximumvalueofbusinesswhichthe Tenderer handles.	
10	State if Tenders Company is listed in stock exchange, give name and full address (*postal and physical addresses, email, and telephone number*) of statewhichstockexchange	

GeneralandSpecificDetails

(b) SoleProprietor,providethefollowingdetails.

Name in full_____Age _____
_____Nationality _____
_____Country of Origin _____
_____Citizenship_____
_____

(c) Partnership,providethefollowingdetails.

	NamesofPartners	Nationality	Citizenship	%Sharesowned
1				
2				
3				

(d) RegisteredCompany,providethefollowingdetails.

I) PrivateorpublicCompany_____

i0i)60State the nominal and issued capital of the Company_____

Nominal Kenya Shillings (Equivalent).....
IssuedKenyaShillings(Equivalent).....

iii) Givedetailsof Directorsasfollows.

	NamesofDirector	Nationality	Citizenship	%Sharesowned
1				
2				
3				

(e) DISCLOSUREOFINTEREST-InterestoftheFirmintheProcuringEntity.

i) Arethereanyperson/personsin..... (*NameofProcuringEntity)*whohas/haveanyinterestorrelationshipinthisfirm?Yes/No…… If

yes, provide details as follows.

	NamesofPerson	Designationinthe ProcuringEntity	InterestorRelationshipwith Tenderer
1			
2			
3			

(iii) Conflictofinterestdisclosure

	Type of Conflict	Disclosure YESORNO	IfYESprovidedetailsoftherelationshipwith Tenderer
1	Tendererisdirectlyorindirectly controls,iscontrolledbyorisunder common control with another tenderer.		
2	Tendererreceivesorhasreceivedany directorindirectsubsidyfromanother tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tenderhasarelationshipwithanother tenderer,directlyor throughcommon		
5	third parties, that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process. Any of the Tenderer's affiliates participatedasaconsultantinthe		
6	preparation of the design or technical specificationsoftheworksthatarethe subject of the tender. Tenderer would be providing goods, works,non-consultingservicesor		
7	consulting services during implementation of the contract specified in this Tender Document. Tendererhasaclosebusinessor family relationship with a		
	professional staff of the Procuring Entity who are directly or indirectly involvedinthepreparationofthe		

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
	Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the such Contract.		
9	Has the conflicts stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.		

Certification

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

Full Name

_____

Title or Designation _____

_____ _____

(Signature) *(Date)*

b) CERTIFICATEOFINDEPENDENTTENDERDETERMINATION

I,theundersigned,insubmittingtheaccompanyingLetterofTendertothe_____
_____*[NameofProcuringEntity]*for:
_____*[Name and number of tender]* in response to the request for tenders made by:_____*[NameofTenderer]*dohereby make the following statements that I certify to be true and complete in every respect:

Icertify,onbehalfof_____*[NameofTenderer]*that:

1. IhavereadandIunderstandthecontentsofthisCertificate;

2. IunderstandthattheTenderwillbedisqualifiedifthisCertificateisfoundnottobetrueandcompleteinevery respect;

3. Iamtheauthorizedrepresentativeofthe Tendererwithauthoritytosignthis Certificate,andtosubmitthe Tender on behalf of the Tenderer;

4. ForthepurposesofthisCertificateandtheTender,Iunderstandthattheword“competitor”shallincludeany individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:

   a) HasbeenrequestedtosubmitaTenderinresponsetothisrequestfortenders;
   b) couldpotentiallysubmitatenderinresponsetothisrequestfortenders,basedontheirqualifications, abilities or experience;

5. TheTendererdisclosesthat[checkoneofthefollowing,asapplicable]:

   a) TheTendererhasarrivedattheTenderindependentlyfrom,andwithoutconsultation,communication, agreement or arrangement with, any competitor;

   b) theTenderer has entered into consultations, communications, agreementsor arrangements with oneor more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;

6. Inparticular,withoutlimitingthegeneralityofparagraphs(5)(a)or(5)(b)above,therehasbeennoconsultation, communication, agreement or arrangement with any competitor regarding:

   a) prices;
   b) methods,factorsorformulasusedtocalculateprices;
   c) theintentionordecisiontosubmit,ornottosubmit,atender;or
   d) thesubmissionofatenderwhichdoesnotmeetthespecificationsoftherequestforTenders;exceptas specifically disclosed pursuan tto paragraph (5)(b) above;

7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regardingthequality,quantity,specificationsordeliveryparticularsoftheworksorservicestowhichthisrequest for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant toparagraph(5)(b) above;

8. ThetermsoftheTenderhavenotbeen,andwillnotbe,knowinglydisclosedbytheTenderer,directlyorindirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichevercomesfirst, unless otherwise requiredbyl aw or as specifically disclosed pursuant to paragraph (5)(b) above.

Name
_____
Title_____
Date_____

[Name,titleandsignatureofauthorizedagentofTendererandDate]

(c) SELF-DECLARATION FORMS

FORMSD1

SELFDECLARATIONTHATTHEPERSON/TENDERERISNOTDEBARREDINTHE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

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

1. THATIamtheCompanySecretary/ChiefExecutive/ManagingDirector/PrincipalOfficer/Directorof …..*(insertnameoftheCompany)*whoisaBidderinrespectof**TenderNo. ……..**for…….*(inserttendertitle/description)*for..... *(insertname oftheProcuringentity)*anddulyauthorizedandcompetenttomake thisstatement.

2. THATtheaforesaidBidder,itsDirectorsandsubcontractorshavenotbeendebarredfromparticipatingin procurement proceeding under Part IV of the Act.

3. THATwhatisdeponedtohereinaboveistruetothebestofmyknowledge,informationandbelief.

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

BidderOfficialStamp

FORMSD2

SELFDECLARATIONTHATTHEPERSON/TENDERERWILLNOTENGAGEINANYCORRUPTOR FRAUDULENT PRACTICE.

I,……ofP.O.Box..... beingaresidentof
…….. inthe Republicof.....doherebymakeastatementasfollows:-

1. THATIamtheChiefExecutive/ManagingDirector/PrincipalOfficer/Directorof.…..... (insertnameoftheCompany)whoisaBidderinrespectof**TenderNo** ..... for ……*(inserttendertitle/description)*for ..... *(insertnameoftheProcuringentity)*and dulyauthorizedandcompetenttomakethisstatement.

2. THAT theafore said Bidder, its servants and/oragents/subcontractorswillnotengageinanycorruptorfraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of ……. *(insert name of the Procuring entity)* which is the procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of .....*(nameofthe procuringentity).*

4. THATtheaforesaidBidderwillnotengage/hasnotengagedinanycorrosivepracticewithotherbidders participating in the subject tender

5. THATwhatisdeponedtohereinaboveistruetothebestofmyknowledgeinformationandbelief.

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

Bidder'sOfficialStamp

DECLARATIONANDCOMMITMENTTOTHECODEOFETHICS

I…….(person)onbehalfof***(NameoftheBusiness/Company/Firm***)..... ….....declarethatIhavereadandfullyunderstoodthecontentsof the PublicProcurement&AssetDisposalAct,2015,RegulationsandtheCodeof Ethicsforpersonsparticipatingin Public Procurementand Asset Disposal and my responsibilities under the Code.

IdoherebycommittoabidebytheprovisionsoftheCodeofEthicsforpersonsparticipatinginPublicProcurement and Asset Disposal.

NameofAuthorizedsignatory.....

Sign…….....

Position.....

Office address..... Telephone.....E-

mail…….....

NameoftheFirm/Company…….....

Date…….....

(CompanySeal/RubberStampwhereapplicable)

Witness

Name…….....

Sign…….....

Date…….....

(d) APPENDIX1-FRAUDANDCORRUPTION

(Appendix1shallnotbemodified)

1. Purpose

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

2. Requirements

The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providersorSuppliers;anyAgents(whetherdeclaredornot);andanyoftheirPersonnel,involvedandengaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.

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

1) A person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusiveor fraudulent practice; or conflicts of interest in any procurement or as set disposal proceeding;

2) A person referred to under subsection (1) who contravenes the provisions of that sub-section commits an offence;

3) Withoutlimitingthegenerality ofthesubsection(1)and(2),thepersonshall be:-

   a) disqualifiedfromenteringintoacontractfora procurementorassetdisposalproceeding;or

   b) ifacontracthasalreadybeenenteredintowiththeperson,thecontractshallbevoidable;

4) Thevoidingofa contractbytheprocuringentityundersubsection(7)doesnotlimit anylegal remedythe procuring entity may have;

5) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity whohas a conflict of interest with respect to a procurement: -

   a) Shallnottakepartintheprocurement proceedings;

   b) shallnot,after aprocurement contracthasbeenenteredinto,takepartinanydecision relatingto the procurement or contract; and

   c) shall not beasubcontract orforthetendertowhomwasawardedcontract,ora memberofthegroup of tenderers to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.

6) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflictofinteresttotheprocuringentity;

7) If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5)(a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. Etc.

3. IncompliancewithKenya'slaws,regulationsandpoliciesmentionedabove,theProcuringEntity:

a) Definesbroadly,forthepurposesoftheaboveprovisions,thetermssetforthbelowasfollows:

i) “corruptpractice”istheoffering,giving,receiving,orsoliciting,directlyorindirectly,ofanything of value to influence improperly the actions of another party;
ii) “fraudulent practice” is any act or omission, including is representation, that knowingly or recklesslymisleads,orattemptstomislead,apartytoobtainfinancialorotherbenefitortoavoid an obligation;
iii) “collusivepractice”isanarrangementbetweentwoormorepartiesdesignedtoachieveanimproper purpose, including to influence improperly the actions of another party; “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
iv) “obstructivepractice”is:

- Deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

- acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3 e. below.

b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:

"fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal processortheexerciseofacontracttothedetrimentoftheprocuringentityorthetendererorthecontractor, andincludescollusivepracticesamongsttendererspriortooraftertendersubmissiondesignedtoestablish tender prices at artificial non-competitive levelsand to deprive the procuring entity of thebenefits of free and open competition.

c) Rejects a proposal for award[1] of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

d) PursuanttotheKenya's abovestatedActsandRegulations,mayrecommend toappropriateauthority(ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;

e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring(i) Tenderers(applicants/proposers),Consultants,Contractors,andSuppliers,andtheirSub-contractors,Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authorityappointedbyGovernmentofKenyatoinspect[2] allaccounts,recordsandotherdocumentsrelating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and

f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

---

[1] *Forthe avoidanceofdoubt, a party'sineligibility to be awarded acontractshall includee,withoutlimitation, (i)applying for pre-qualification, expressing interestina consultancy, and tendering, either directlyor asa nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, ornominatedserviceprovider,in respect of such contract, and (ii) entering into an addendum or amendment introducing a materia l modification to any existing contract.*

[2] *Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Investigating Authority orpersonsappointedbytheProcuringEntitytoaddressspecificmattersrelatedtoinvestigations/audits,suchasevaluatingtheveracityofanallegationofpossibleFraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual'sfinancialrecordsandinformation,andmakingcopiesthereofasrelevant;accessing andexaminginganyotherdocuments,dataandinformation(whetherinhardcopyorelectronic format) deemed relevant for theinvestigation/audit,andmaking copiesthereofasrelevant;interviewing staffand otherrelevant individuals;performing physical inspections and site visits; and obtaining third party verification of information.*

FORMOFTENDERSECURITY-[Option1–DemandBankGuarantee]

Beneficiary:

_____

Request forTenders No:

_____

Date:

_____

TENDERGUARANTEENo.:_____

Guarantor: _____

1. We have been informed that_____(here inafter called "the Applicant") has submitted or will submit to the Beneficiary its Tender (here inafter called" the Tender") for the execution of_____ under Request for Tenders No._____(“the ITT”).

2. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.

3. At the request of the Applicant, we, as Guarantor, herebyirrevocably undertake to paythe Beneficiary any sum or sums not exceeding in total an amount of_____(_____)uponreceiptbyusoftheBeneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

(a)haswithdrawnitsTenderduringtheperiodof TendervaliditysetforthintheApplicant's Letterof Tender(“the Tender Validity Period”), or any extension thereto provided by the Applicant; or

b)having beennotified of the acceptanceof its Tender by the Beneficiary during the TenderValidityPeriod or any extension there to provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failedto furnish the Performance.

4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successfulTenderer,upontheearlierof(i) ourreceiptofacopyoftheBeneficiary'snotificationtotheApplicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period.

5. Consequently,anydemandforpaymentunderthisguaranteemustbereceivedbyusattheofficeindicatedabove onor before that date.

_____

[signature(s)]

Note:Allitalicizedtextisforuseinpreparingthis formandshall bedeletedfromthefinalproduct.

FORMATOFTENDERSECURITY[Option2–InsuranceGuarantee]

TENDER GUARANTEE No.:_____

1. Whereas……[*Nameofthetenderer]* (hereinaftercalled"thetenderer")hassubmitteditstenderdated ……[*Dateofsubmissionoftender]*forthe .....*[Nameand/ordescriptionofthetender]*(hereinafter called"theTender")fortheexecutionof_____underRequestforTendersNo._____("theITT").

2. KNOWALLPEOPLEbythesepresentsthatWE……of .....[**NameofInsuranceCompany**] having our registered office at …… (hereinafter called "the Guarantor"), are bound unto …….. [*Name of Procuring Entity*] (hereinafter called "the Procuring Entity") in the sum of …… (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors and assigns, jointly and severally, firmly by these presents.

   SealedwiththeCommonSealofthesaidGuarantorthisdayof_____20.

3. NOW,THEREFORE,THECONDITIONOFTHISOBLIGATIONissuchthatiftheApplicant:

   a) haswithdrawnitsTenderduringtheperiodofTendervaliditysetforthinthePrincipal'sLetterof Tender("theTenderValidityPeriod"),oranyextensionthereto providedbythePrincipal;or

   b) havingbeennotifiedoftheacceptanceofitsTenderbytheProcuringEntityduringtheTender Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement;or(ii)hasfailedtofurnishthePerformanceSecurity,inaccordancewiththeInstructions totenderers("ITT")oftheProcuringEntity'sTenderingdocument.

   thentheguaranteeundertakestoimmediatelypaytotheProcuringEntityuptotheaboveamountupon receiptoftheProcuringEntity'sfirstwrittendemand,withouttheProcuringEntityhavingtosubstantiateits demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrenceofanyoftheaboveevents,specifyingwhichevent(s)hasoccurred.

4. Thisguaranteewillexpire:(a)iftheApplicantisthesuccessfulTenderer,uponourreceiptofcopiesofthecontractagreement signedbytheApplicantandthePerformanceSecurityand,or(b)iftheApplicantisnotthesuccessfulTenderer,upontheearli erof(i)ourreceiptofacopyoftheBeneficiary'snotification totheApplicantoftheresultsoftheTenderingprocess;or(ii)twenty-eightdaysaftertheendofthe TenderValidityPeriod.

5. Consequently, any demand for payment under this guarantee must be received by us at the office indicatedaboveonorbeforethatdate.

[Date]	*[SignatureoftheGuarantor]*
[Witness]	*[Seal]*

Note:Allitalicizedtextisforuseinpreparingthisform andshallbedeletedfromthefinalproduct.

FORMOFTENDER-SECURINGDECLARATION

[TheBiddershallcompletethisForminaccordancewiththeinstructionsindicated]

Date..... *[insertdate(asday,monthandyear)ofTenderSubmission]*

TenderNo ..... *[insertnumberoftenderingprocess]*

To:..... *[insertcompletenameofPurchaser]*I/We,theundersigned,declarethat:

1. I/Weunderstandthat,accordingtoyourconditions,bidsmustbesupportedbyaTender-SecuringDeclaration.

2. I/Weaccept that I/we will automatically be suspended from being eligiblefor tendering inany contract with the Purchaserfortheperiodoftimeof[insertnumberofmonthsoryears]startingon[insertdate],ifweareinbreach of ourobligation(s) under the bid conditions, because we–(a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaserduring the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii)failorrefusetofurnishthePerformance Security,inaccordancewiththeinstructionstotenders.

3. I/WeunderstandthatthisTenderSecuringDeclarationshallexpireifwearenotthesuccessfulTenderer(s),upon the earlier of:
   a) Ourreceiptofacopyofyournotificationofthenameofthesuccessful Tenderer;or
   b) thirtydaysaftertheexpirationofourTender.

4. I/Weunderstandthat if Iam /weare/ inaJoint Venture,theTenderSecuringDeclarationmust beinthename of theJointVenturethatsubmitsthebid,andtheJointVenturehasnotbeenlegallyconstitutedatthetimeofbidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed .....Capacity/title(directororpartneror

soleproprietor,etc.)……..…… Name ..... Dulyauthorizedtosignthe

bidforandonbehalfof:*[insertcompletenameofTenderer]*

Datedon…….dayof…….,..... *[Insertdateofsigning]*Sealorstamp

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AppendixtoTender

ScheduleofCurrencyrequirements

SummaryofcurrenciesoftheTenderfor_____*[insertnameofSectionoftheWorks]*

Nameofcurrency	*Amountspayable*
Local currency:_____	
Foreign currency #1:_____	
Foreign currency #2:_____	
Foreign currency #3:_____	
Provisionalsumsexpressedinlocalcurrency	[*TobeenteredbytheProcuringEntity*]

PARTII-WORKSREQUIREMENTS

SECTIONV-BILLSOFQUANTITIES

4. NOTESTOPREPARINGPREAMBLES

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

Unitsof Measurement - The following units of measurement and abbreviations shall be used, unless other national units are mandatory in Kenya.

Unit	Abbreviation	Unit	Abbreviation
cubicmeter	m^3*or*cum	millimetre	mm
hectare	ha	month	mon
hour	h	number	nr
kilogram	kg	squaremeter	m^2*or*sqm
lumpsum	ls	squaremillimeter	mm^2*or*sqmm
meter	m	week	wk
metricton	t		

The Bills of Quantities shall be read in conjunction with the Instructions to Tenders, General and Special Conditions of Contract, Technical Specifications, and Drawings.

The quantities given in the Bills of Quantities are estimated and partly provisional and are given to provide a common basis for tendering. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Architect and valued at the rates and prices tender in the priced

BillsofQuantities,whereapplicable,andotherwiseatsuchratesandpricesastheArchitectmayfixwithin the terms of the Contract.

The rates and prices tender in the priced Bills of Quantities shall, except in so far as it is otherwise provided under the Contract, include all Constructional Plant, labour, supervision, materials, erection, maintenance, insurance,profit,taxes,andduties, togetherwithallgeneralrisks,liabilities,andobligationssetout orimplied in the Contract.

ArateorpriceshallbeenteredagainsteachiteminthepricedBillofQuantities,whetherquantitiesarestatedor not. The cost of Items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.

The wholecostofcomplying withtheprovisionsoftheContractshall beincludedintheItems providedinthe priced Bills of Quantities, and where no Items are provided, thecost shall be deemed to be distributed among the ratesand prices entered for the related Items of Work.

General directions and descriptions of work and materials are not necessarily repeated nor summarized in the BillsofQuantities.ReferencestotherelevantsectionsoftheContractdocumentsshallbemadebeforeentering prices agains teach item in the priced Bills of Quantities.

ProvisionalSumsandcontingencysumsincludedandsodesignatedintheBillsofQuantitiesshallbeexpended in whole or in part at the direction and discretion of the Architect in accordance with Sub-Clause13.5 and Clause 13.6 of the General Conditions of contract.

In preparingtheBillsofQuantities,notesshouldberemovedastheyareintendedtoguidethepersonpreparing the Tender Documents. The Contractor must allow in his rates for any costs associated with and complying with the requirements in the Preambles.

Should a tenderer/contractor not price anyitem in anysection of theBills of Quantities including Preliminary items, it will be assumed that he/she has spread its cost in other areas that he/she will have priced. Therefore, the itemor items will be executed without any additional costs or without being treated like variations.

NOTESONPREPARINGBILLSOFQUANTITIES

ThePreliminaryItemsshouldbelimitedtotangibleitemsthatshouldbepricedbythetenderer,areidentifiable and can be priced separately and included in the interim valuations precisely. Such items may include such items as site office, notice boards, and other temporary works, otherwise items suchas securityfor theWorks which are primarily part of the Contractor's obligations should be included in the Contractor's rates.

Theworkitems intheBillsofQuantitiesshouldbe groupedintosectionstodistinguishbetweenthose partsof the Works which by nature, location, access, timing, or any other special characteristics may give rise to different methods of construction, or phasing of the Works, or considerations of cost. Such groups could be groundexcavations, structures, external works, services, etc. General items common to all parts of the Works may be grouped as a separate section in the Bill of Quantities.

Quantities should be computed net from the Drawings, unless directed otherwise in the Contract, and no allowance should be made for bulking, shrinkage or waste. Quantitiesshouldberoundedupwhereappropriate.

Wherethe measured items a redeemed not to be exact because of the likelihood that the scope can change during the execution of the works, such items could be subject to re-measurement, the word **"provisional"** should be used to identify such cases. Where whole sections of the work items fall in this class, for example foundations, they should be labelled "Provisional Quantities" or "Provisional Items" so that the Tenderer/Contractor is advised up front that such items are subject to re-measurement to done before such work is cover-up.

AllitemsthathavenotbeenmeasuredandthereforenotsubjecttotenderspricingshouldbelistedintheBills ofQuantitiesas**ProvisionalSums**forparticularitemorclassofWork,whichmay besubjecttoanominated subcontract or separate measurements at a later date during the execution of the works. For example, if it is deemednotpossibletomeasureelectricalworksbeforegoingtotenderbecausedetaildesignsarenotready,a provisionalsumcanbeallowedintheBills ofQuantitiesfor"InstallationofElectricalWorks"tobeexecuted laterwhenactualdesign detailsarecompleted.Totheextentnotcoveredabove,thereshouldbeintheBillsof Quantities a general provision for physical and financial contingencies made as a "Provisional Sum for

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

Provisionalsums to cover specialized works normally carried out by Nominated Sub Contractors should be avoided and instead Bills of Quantities of the specialized Works should be included as a section of the main Bills of Quantities to be priced by the Main Contractor. The Main Contractor should be required to indicate thename(s) of thespecialized firms he proposesto engage to carryout the specialized Works ashis approved domesticsub-contractors.Onlyprovisionalsumstocover specialized Worksbystatutoryauthoritiesshouldbe included in the Bills of Quantities.

ADaywork Schedule should be included if the probability of unforeseen work, outside the items included in the Bill of Quantities, is relatively high. Tofacilitate checking by the Procuring Entity of the realism of rates quoted by the tenderers, the Daywork Schedule should normally comprise:

i) Alistofthevariousclassesoflabor,andmaterialsforwhichbasic.

ii) Dayworkratesandpricesforvariouscategoriesoflaboraretobeinsertedbythetenderer,togetherwith astatement of theconditionsunder whichtheContractorwillbe paidforWorkexecutedonaDaywork basis.

iii) ApercentagetobeenteredbythetendereragainsteachbasicDayworkitem.

iv) Subtotalamountforlabor,materialsandplantrepresentingtheContractor'sprofit,overheads, supervision and other charges.

The Summary shouldcontain a tabulationof the separateparts of the Bills of Quantities carried forward, with provisional sums for Daywork, Provisionalsums andContingencies, andprovisionfor TotalCosting. Thelast line should allow for tenderer to indicate any discounts before arriving at a total cost carried forward to the Form of Tender.

BILLSOFQUANTITIES

(a) Preambles

1. Themethod of measurement of completed work for payment shall be in accordance with standard Method of Measurement of Building works and Associated Civil Works for East Africa second edition published by The Architectural Association of Kenya Quantity Surveyors Chapter June 2008.

2. TheSiteissituatedinOgemboLevelIVhospitalOgemboTownKisiiCountyOgemboMunicipality

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

3. The Contractor shall obtain the Architect's approval on the siting of all temporary buildings, spoil heaps, temporary access path, and storage of materials. The Contractor shall also obtain the Architect approval and direction regarding the use of any materials found on the Site.

4. Thedrawings usedinthepreparationof theseBillsof Quantitiescanbeinspectedattheofficesof theProcuring Entityor Procuring Entity's Representative during normal working hours. Two sets of the Working Drawings shall be provided to the contractor but additional copies shall be provided at a cost to be determined by the Engineer.

5. The Contractor shall allow for the payment of all bank charges in connection with the procurement of Bank Guarantees and stamp charges in connection with this contract Agreement.

6. The Contractor shall carry out the various sections of the Works in such an order as the Architect May direct. TheProcuringEntityreservesthe righttooccupytheWorks bysectionsoncompletionprovidedthatsuch occupationisconsideredtobebothpracticalandreasonableandwillnotinterferewiththeWorks.The Contractor shall allow any costs associated with such occupation.
7. The main Contractor will be fully responsible for paying his Sub-Contractor but the Procuring Entity reserves the right in very exceptional circumstances to make such payments direct in the interests of the project where the completion thereof might be jeopardized by any dispute or vicariousness between the Contractor and the Sub- Contractor involve.
8. TheContractorshallcompleteanddeliver theWorksintheperiodinsertedintheFormof Tenderashistime for completion of the Works from the date for Possession, to be agreed with the Engineer. The Contract Period is presumedtohavebeencalculatedmakingdueallowanceforseasonalinclementweatherconditions.Noclaimfor extension of time due to the normal in clement weather for this area shall be entertained.

9. TheContractorshall,uponreceivinginstructionstoproceedwiththeWorks,drawupaProgrammeandProgress Chart setting out the order in which the Works are to be carried out, with the appropriate dates there of. This Chart shall be agreed with the Architect and no deviation from the order set out in it will be permitted without thewrittenconsentoftheEngineer. TheContractorwillberesponsibleforarrangingtheaboveprogramme with allhissub-ContractorsandSpecialties. The Contractorshallallowinhis ratesforcarryingoutthisexercise,and for updating it as required.

10. The Contractor shallsubmit to theArchitect onthefirstday ofeach weekor suchlonger periodastheArchitect fromtime totimedirect,aProgressReportandanyinformationfortheproceedingperiod,showingtheprogress duringtheperiodandtheup-to-datecumulative progresson allimportant items ofeachsectionor portion ofthe Works.

11. The Contractor shall arrange for photographs of the Site to be taken by a professional photographer approvedby the Engineer.The Photographs shall provide a record of the Site and adjacent are as prior to the commencement of the Works and shall cover such portion of the works in progress and completion as the Architectshalldirect.Allprintsshallbefullplatesize,unmounted,andmarkedonthereversesidewiththedate of exposure, identification reference and brief description. The copyright of all photographs shall be vested in theProcuringEntity.Thenegatives andfourprintsfromeachnegative shallbedeliveredtotheArchitectwithin two weeks of exposure.

12. Figured dimensions are to be followed in preference to dimensions scaled from the Drawings, but whenever possible dimensions are to be taken on the Site or from the buildings. Before any work is commenced by Sub-Contractors or Specialist Firms, dimensions must be checked on the site comparable dimensions shown on the drawings. The Contractor shall be responsible for the accuracy of such dimensions.

13. Prior to commencement of any work the Contractor is to ascertain from the relevant Authorities the exact position,depthandlevelofallexistingelectriccables,waterpipesorotherservicesintheareaandheshallmake whatever provisions may be required by the Authorities concerned for the support and protection of such services. Any damage or disturbance caused to any services shall be reported immediately to the Architect and the relevant Authority and shall be made good to their satisfaction at the Contractor's expense. Where appropriate the Contractor shall openup theground in advance of themain work by handdigging if necessary, to locate precisely the position and details of the services which are likely to affect his operations.

14. The Contractor shall include in his prices for the transport of materials, workmen, etc./, to and from the site of the proposed works, at such hours and by such route as are permitted by the Authorities.

15. TheContractor will berequiredtomake good, at hisownexpenseanddamage hemaycausetothepresent road surface and pavements within or beyond the boundary of the Site, during the period of the works. All existing paths, storm water channels, etc., that may be destroyed or damaged during the progress of the Works shall be reinstated by the Contractor to the satisfaction of the Engineer.

16. TheContractoristoallowforcomplyingwithallinstructionsandregulationsofthe PoliceAuthorities.

17. Allwatershallbefresh,cleanandpure,freefromearthly,vegetableororganicmatter,acidoralkalinesubstance insolution.The Contractorshallprovideathisownriskandcostall waterforuseinconnectionwiththe Works, (including works of sub–contractors). If need be, he shall make arrangements with the Local Water Authority for the installation of a separate meter for all water used by him throughout the Contract and pay all cost and feesinconnectiontherewith.Heshallalsoprovidetemporarystoragetanksandtubing,etc.,asmaybenecessary, and clear away at completion.

18. The Contractor shall provide all artificial lighting and power for his own use on the Works, (including Sub – Contractor's) including all temporary connections, wiring, fittings, etc., and clearing away on completion. The Contractor shall pay all fees and obtain all permits in connection there with.

19. The Contractor shall constantly keep on the Works a Literate English-speaking Agent or Representative, competent and experienced in thekind of workinvolved, who shall giveh is whole time to thesuperintendence of the works. (Including works of sub – contractors). Such Agent or Representative shall receive on behalf of theContractordirectionsandinstructionfromtheEngineer,andsuchdirectionsandinstructionsshallbedeemed to be given to the contractor in accordance with the Conditions of Contract. The Agent shall not be replaced without the specific approval of the Engineer.

20. TheContractorshall ensurethatthesafetyof hisworkpeopleandall authorized visitorstothesiteareprotected at all times. In particular, there shall be the proper provision of guard–rails to scaffolding, protection against falling materials, tools on site, dust, nail and other sharp objects. The site shall be kept tidy and clear of dangerous rubbish. The Architect shall be empowered to suspend work on site should it be considered this condition is not being observed and no claim arising from such suspension will be allowed.

21. TheareasavailabletotheContractorforworkyards,officesandotherfacilitiesshallbedirectedbytheArchitect andany existing features to remain shall be protected from damage throughout the Contract Period and handed back in good condition when they are vacated at the end of the Contract. If additional areas are required, the contractorshallsourcethenatowncost.

22. TheContractorshall givetheArchitectreasonablenoticeof theintentiontoset out ortake levelsforanypartof the Works so that arrangements may be made for checking the work. The accuracy of setting out and leveling shall be withinthe tolerancesspecifiedinthe Specificationsor on the Drawings. Thechecking of setting out or leveling by the Architect shall not relieve the Contractor of his duties or responsibilities under the Contract.

23. TheContractormusttakestepsnecessarytosafeguardandshallbeheldfullyresponsibleforanydamagecaused toexistingandadjacentproperty, includingbuildings thatarenotasubjectofdemolition.Heshallmake goodat his own cost damage to persons and property caused there on, and he shall indemnify the Procuring Entity against any loss or claim that may arise.

24. The Contractor shall take such steps and exercise such care and diligence as to minimize nuisance arising from dust, noise or any other cause to the occupiers of the existing and adjacent property. He must provide such temporary and special screens and tarpaulins or gummy bags, hoarding, barriers, warning signs etc. as he considers necessary and sufficient for the protection of the existing and adjacent property and or prevention of nuisance etc. as directed by Engineer.

25. The Contractors attention is drawn to the standards levy order which was amended on 15th October 1998.Legal notice No.154 of 1998. The Contractor is required to pay a monthly level of 0.2% of his factory price of construction works with effect from January 1999. Tenderer shall allow for this in the build-upo f his rates.

26. The Contractor shall provide temporary sheds, offices meshrooms, sanitary, accommodation and other temporary buildings for the use of the contractor and sub-contractors, including lighting furniture equipment and attendance.

27. Contractor shall provide/build labor camp sat areas to be agreed with the Engineer. Labor camps shall be complete with sanitary accommodation and fencing gates.

28. The Contractor must provide the necessary toilet facilities to the requirement and satisfaction of the Health Authorities and maintain the same in a thoroughly clean and sanitary condition and pay all conservancy fees during the period of the Works and remove when no longer required.

29. The Contractor shall provide at his own risk and cost all watching and lighting as necessary to safeguard the Works, Plant and materials against damage and theft.

30. The Contractor shall provide all necessary hoists, tackle, plant, equipment, vehicles, tools and appliances of everydescriptionforthedueandsatisfactorycompletionoftheWorksandshallremovethesameoncompletion. All such plant, tools and equipment shall comply with all regulations in force throughout the period of the Contract and shall be altered or adopted during the Contract period as may be necessary to comply with any amendments in or additions to such regulations.

31. Provide, erect and maintain all necessary scaffolding, sufficiently strong and efficient for the due performance of the works, including Sub-Contract Works, provide special scaffolding as required by Sub-Contractors, alter andadoptall scaffoldingasand when requiredduringtheWorks,andremove oncompletion.No scaffoldingis measured here in after and the Contractor must allow in his rates for this.

32. TheContractorshalltakeallnecessaryprecautionssuchastemporaryfencing,hoardingfans,plankedfootways, guard–railsgantriesscreen,etc.,for thesafecustodyoftheWorks,materialsandpublicprotectionandadjacent properties.

33. Coverupallandprotectfromdamage,includingdamagefrominclementweather,allfinishedworkandunfixed materials, including that of Sub-Contractors, etc., to the satisfaction of the Architect until the completion ofthe Contract.

34. The Contractor shall, after completion of the works, at his own expense, remove and clear away all surplus excavated demolition materials, plant, rubbish and unused materials and shall leave the whole of the Site and Works in a clean and tidy state to the satisfaction of the Engineer, sheds, camps, etc. Particular care shall be taken toleavecleanallfloors and windows and tore move all paint and cement all rubbis hand dirt as it accumulates. The Contractor is to find his own dump and shall pay all charges in connection there with.

35. Concrete test cubes shall be prepared in a set of three, as described including testing fees, labor and materials, making molds, transport, handling, etc. Allow in your rates for making at least four cubes on each occasion, from different batches; the concrete being taken from the point of deposit.

36. The Contractors hall furnish at the earliest possible opportunity before work commences, and at his own cost, anysamplesofmaterialsandworkmanshipthatmay becalledforbytheArchitectfortheapproval orrejection, andanyfurthersamplesinthecaseofrejection,untilsuchsamplesareapprovedbytheEngineer.Suchsamples, whenapproved, shall betheminimum standard fortheworktowhichtheyapply.The proceduref or submitting samples of materials for testing or approval and the method of marking for identification shall be as laid down by the Engineer.The Contractor shall allow in his Tender for such samples and tests, including those in connection with his Sub-Contractors work.

37. The Contractors attention is drawn to the Finance Bill of theyear 2000/2001 on withholding tax on contractual payment section 35(7)(i)(ii) which became effective on 1st July 2000. A 3% withholding tax will be applicable

to0a7ll9interimpaymentsexceedingKshs..... forworkdoneinrespectofbuildingorcivilworks. Thecontractorshall allowforanycostsarisingresultingtherefrominthebuild-upofrates.

38. Blasting will only be allowed with the express permission of the Architect in writing. All blasting operations shall be carried out at the Contractor's sole risk and cost, in accordance with any Government regulations in force for the time being, and any special regulations laid down by the Architect governing the use and storage of explosives.

39. TheNationalConstruction Authority isa statecorporation establishedunder thenational construction authority Act No.14 of 2011. The broad Mandateof theAuthority is toover see the constructionindustry and coordinate its development. The National Construction Authority Regulations 2014 with an effective date of 6th June 2014, regulation 25, - Allow 0.5% of the tender sum/contract sum for construction levy.

40. The Contractor attention is drawn to Finance Bill of 1993 where VAT was introduced in all contracts for constructionservices.Thetenderer isalsodrawntoVATActCap476clause19(9).Thetenderermust allowfor VAT1.19 as instructed else where.

41. The contractor shall allow and pay for all insurance to cover risks and indemnities required Items 17 and 18 of the Conditions of contract and also specified in the Special Conditions of Contract.

BILLNO.1-PRELIMINARYITEMS

ITEM No.	DESCRIPTION	AMOUNT
1.	The Contractor shall provide, or erect and maintain an approved lock-up office for the sole use of the Architect and his own site staff. The office, which will have a total floor area of not less than ---------- squaremetres, will be divided into two separate interconnected offices. Services to be providedshallincludeatelephone,watersanitaryandelectricalsupplyand drainage. The offices shall be supplied with furniture and equipment that shall include: 4 No. desks withchairs; 1No. large table withsufficientnumber of chairs; drawing table along the full length of one side with plan drawers and drawingstools:4No.wastepaperbaskets:sufficientnumberofpinboards: and any additional furniture and fittings as may reasonably be required during the Contract period. The Contractor shall provide the Architect and site staff with computer sets or laptops, printers and telephones all that are necessary for project use. The office furniture and equipment shall all be to the approval of the Engineer. The Contractor shall also provide all labor, equipment and consumable stores equipment throughout the currency of the contract.	
2	[OPTIONAL] Contractor shallprovide a house for Engineers site agent, whichshallbeonebedroomedtemporaryhousewithasittingroom,toilet, bathroom and a kitchen complete with electrical and sanitary installations and provide maintenance and paying of bills of waterand electricity up to and including end of the contract period.	
3	Provide a signboard not less than _____squaremetersinsizeof adesign type,andwithletteringandcoloringandinapositionapproved by the Engineer. The signboard shall be for the display of the Main Contractor's name and the names of all his Sub-Contractors, with the ProcuringEntity's name paintedthereon.AllConsultantsnamesbeprinted in letters not exceeding 50 mm high.No other signboard or advertising shall be allowed. The signboard shall be fully maintained during the Contract Period and shall be pulled down and removed at the end of the contract.	
4	Addothers(ifany)	
5		
6		
	TOTALCARRIEDTOGRANDSUMMARY	

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BILLNO.2:WORK ITEMS

(organizedappropriatelyintoworksections,suchasfoundations,walls/structure,finishes,doorsandwindows, mechanical installations. etc.

BillNo2-*(NameofSectione.g.,Foundations).*

Itemno.	***Description***	***Unit***	***Quantity***	***Rate***	***Amount***
TotalforBillNo.2 (carriedforwardtoSummary,p._____)					

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BillNo.3:ScheduleofDayworkRates-Labor

Itemno.	Description	Unit	Nominal quantity	Rate	Amount
	Subtotal				
	Allow _____percent[a] ofSubtotalforContractor'soverhead, profit, etc., in accordance with paragraph 3 (b) above.				
	TotalforDaywork(carriedforwardtoDaywork Summary,p._____)				

a.TobeenteredbytheTenderer.

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BillNo.4:ScheduleofDayworkRates-Materials

Itemno.	Description	Unit	Nominal quantity	Rate	Extended amount
	Subtotal				
	Allow _____percenta.ofSubtotalforContractor'soverhead, profit, etc., in accordance with paragraph 4 (b) above.				
	TotalforDaywork:Materials(carriedforwardtoDayworkSummary, p.)				

a. TobeenteredbytheTenderer.

BillNo.5:ScheduleofDayworkRates-Contractor'sEquipment

Itemno.	*Description*	*Nominalquantity(hours)*	*Basichourly rental rate*	*Extended amount*
	Allow _ percent [a]of Subtotal for Contractor'soverhead,profit,etc.,in accordancewithparagraph5 above.			
TotalforDaywork:Contractor'sEquipment(carriedforwardtoDayworkSummary,p._____)				

a. TobeenteredbytheTenderer.

BillNo.6:DayworkSummary

	Amount[a]	*% Foreign*	*Currency*
1.TotalforDaywork:Labor			
2.TotalforDaywork:Materials			
3.TotalforDaywork:Contractor'sEquipment			
TotalforDaywork(ProvisionalSum)(carriedforwardto Summary of Bills of Quantities, p. _____)			

BillNo.7:ProvisionalSums

Billno.	*Itemno.*	*Description*	*Amount*
1			
2			
3			
4			
etc.			
TotalforSpecifiedProvisionalSums(carriedforwardtoGrandSummary			

GRANDSUMMARY

SUMMARYITEMS	*Page*	*Amount*
BillNo.1:PreliminaryItems		
BillNo.2:WorkItems		
BillNo3:DayworkSummary		
BillNo4:Provisional Sums		
SubtotalofBillsNo1-4		
AllowforanyDiscounts[i]		
TOTALTENDERPRICECarriedforwardtoFormofTender		

(i) Ifapercentageused,itshouldbeindicatedonwhichBillNo.itemsbutonBillNo.4–ProvisionalSums.

SECTIONVI-SPECIFICATIONS

NotesforpreparingSpecifications

1. Specifications must be drafted to present a clear and precise statement of the required standards of materials, and workmanshipfor tenderers to respond realistically and competitively to the requirements of the Procuring Entity and ensure responsiveness of tenders. The Specifications should require that all materials, plant, and other supplies to be permanently incorporated in the Works be new, unused, of the most recent or current models, and incorporating all recent improvements in design and materials unless provided otherwise in the Contract.WheretheContractorisresponsibleforthedesign of anypart of thepermanent Works,theextentof his obligations must be stated.

2. Specificationsfrompreviossimilarprojectsareusefulandmaynotbenecessaryto re-writespecificationsfor every Works Contract.

3. Thereareconsiderableadvantagesinstandardizing **GeneralSpecifications**forrepetitive Worksinrecognized public sectors, such as high ways, urban housing, irrigation and water supply. The General Specifications should cover all classes of workmanship, materials and equipment commonly involved in constructions, although not necessarily to be used in a particular works contract. Deletions or addenda should then adapt the General Specifications to the particular Works.

4. CaremustbetakenindraftingSpecificationstoensuretheyarenotrestrictive.IntheSpecificationsofstandards formaterials,plantandworkmanship,existingKenya Standardsshouldbeusedasmuchaspossible,otherwise recognized international standards may also be used.

5. The Procuring Entity should decide whether technical solutions to specified parts of the Works are to be permitted. Alternatives are appropriate in cases where obvious (and potentially less costly) alternatives are possibleto thetechnicalsolutionsindicated in tenderdocuments for certainelements of the Works,taking into consideration the comparative specialized advantage of potential tenderers.

6. TheProcuringEntityshouldprovideadescriptionoftheselectedpartsoftheWorkswithappropriatereference toDrawings, Specifications,BillsofQuantities,andDesign orPerformancecriteria,statingthatthealternative solutions shall be at least structurally and functionally equivalent to the basic design parameters and Specifications.

7. Such alternative solutions shall be accompanied by all information necessary for a complete evaluation by the Procuring Entity, including drawings, design calculations, technical specifications, breakdown of prices, proposedconstructionmethodology, andotherrelevantdetails.Technicalalternativespermittedinthismanner shall be considered by the Procuring Entity each on its own merits and independently of whether the tenderer has priced the item as described in the Procuring Entity's design included with the tender documents.

SECTIONVII-DRAWINGS

NoteAlistofdrawingsshouldbeinsertedhere.TheactualdrawingsincludingSiteplansshouldbeannexedina separate booklet.

PARTIII-THECONDITIONSOF CONTRACT AND CONTRACT

SECTIONVIII-GENERALCONDITIONSOFCONTRACT(GCC)

Name of Procuring Entity	COUNTY GOVERNMENT OF KISII
NameofContract	PROPOSED CONSTRUCTION OF NEW INPATIENT BLOCK AT NYAMACHE LEVEL IV HOSPITAL
DesignNameandAddress	QS.NelsonNyabwariP.oBox4550-40200Kisii(C.W.O)

GeneralConditionsofContract

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1. GENERALPROVISIONS

Definitions

InthisContract,exceptwherecontextotherwiserequires,thefollowingterms shallbeinterpretedasindicatedbelow. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.

"Accepted Contract Amount" means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.

"BaseDate"meansadate30daypriortothesubmissionoftenders.

"BillofQuantities"meansthepricedand completedBillofQuantitiesformingpartofthetender.

"CompletionDate"meansthedateofcompletionoftheWorksascertifiedbytheEngineer.

"ContractPrice"meansthepricedefinedinthecontractandthereafterasadjustedinaccordancewiththeprovisions of the Contract.

"Contract" means the agreement entered into between the Procuring Entity and the Contractor as recorded in the Agreement Form and signed by the parties including all attachments and appendices thereto and all documents incorporated by reference therein to execute, complete, and maintain the Works.

"Contractor's Documents" means the calculations, computer programs and other software, progress reports, drawings, manuals, models and other documents of a technical nature (if any) supplied by the Contractor under the Contract.

"Contractor's Equipment" means all apparatus, machinery, vehicles and other things required for the execution and completion of the Works and the remedying of any defects. However, Contractor's Equipment excludes Temporary Works, Procuring Entity's Equipment (if any), Plant, Materials and any other things intended to form or forming part of the Permanent Works.

"Contractor'sPersonnel" means the Contractor's Representative andall personnel whom theContractor utilizes on Site, who may include the staff, labor and other employees of the Contractor and of each Subcontractor; and any other personnel assisting the Contractor in the execution of the Works.

"Contractor's Representative" means the person named by the Contractor in the Contractor appointed from time to timeby the Contractor who acts on behalf of the Contractor.

"Contractor"meanstheperson(s)namedascontractorintheFormofTenderacceptedbytheProcuringEntity.

"Cost" means expenditure reasonably incurred (or to be incurred) by the Contractor, whether on or off the Site, including overhead and similar charges, but does not include profit.

"Day"meansacalendardayand**"year"**means365days.

"Dayworks"meansWorkinputssubjecttopaymentonatimebasisforlabourandtheassociatedmaterialsandplant.

"Defect"meansanypartoftheWorksnot completedinaccordancewiththeContract.

"DefectsLiabilityCertificate"meansthecertificateissuedbyArchitectuponcorrectionofdefectsbytheContractor.

"DefectsLiabilityPeriod"meanstheperiodnamedintheSpecialConditionsofContractandcalculatedfromthe CompletionDate,withinwhichthecontractorisliableforanydefectsthatmaydevelopinthehandedover works.

"Defects Notification Period" means the period for notifying defects in the Works oraSection(asthecasemaybe) underSub-Clause11.1[Completionof OutstandingWorkand Remedying Defects], whichextendsoverthedaysstated intheSpecialConditionsofContract.

"Drawings"meansthedrawingsoftheWorks,asincludedintheContract,andanyadditionalandmodified drawings issued by (or on behalf of) the Procuring Entity in accordance with the Contract.

"FinalPaymentCertificate"meansthepaymentcertificateissuedunderSub-Clause14.13[IssueofFinalPayment Certificate].

"FinalStatement"meansthestatementdefinedinSub-Clause14.11[ApplicationforFinalPaymentCertificate].

"ForceMajeure"isdefinedinClause19[ForceMajeure].

"ForeignCurrency"meansacurrencyof anothercountry(notKenya)inwhichpart(orall)oftheContractPriceis payable, but not the Local Currency.

"Goods"meansContractor'sEquipment,Materials,PlantandTemporaryWorks, oranyofthemasappropriate.

"InterimPaymentCertificate"meansapaymentcertificateissuedunderClause14[ContractPriceandPayment], other than the Final Payment Certificate.

"Laws"meansallnationallegislation,statutes,ordinances,andregulationsandby-lawsofanylegallyconstituted public authority.

"LetterofAcceptance"meanstheletter offormalacceptanceofatender,signedbyProcuringEntity,includingany annexed memoranda comprising agreements between and signed by both Parties.

"LocalCurrency"meansthecurrencyofKenya.

"Materials"meansthingsofallkinds(otherthanPlant)intendedtoformorformingpartofthePermanentWorks, including the supply-only materials (if any) to be supplied by the Contractor under the Contract.

"NoticeofDissatisfaction" meansthenoticegivenby eitherPartytotheotherunderSub-Clause20.3indicatingits dissatisfaction and intention to commence arbitration.

"SpecialConditionsofContract"meansthepagescompletedbytheProcuringEntityentitledSpecialConditions of Contract which constitute Part A of the Special Conditions.

"Party"meanstheProcuringEntityortheContractor,asthecontextrequires.

"Payment Certificate" means a payment certificate issued under Clause 14 [Contract Price and Payment].

"Performance Certificate" means the certificate issued under Sub-Clause 11.9 [Performance Certificate].

"PerformanceSecurity"meansthesecurity(orsecurities,ifany)underSub-Clause4.2[PerformanceSecurity]. **"Permanent**

Works" means the permanent works to be executed by the Contractor under the Contract.

"Plant"meanstheapparatus,machineryandotherequipment intendedtoformorformingpartofthePermanent Works,including vehiclespurchasedfortheProcuringEntityandrelatingtotheconstructionor operationof the Works.

"ProcuringEntity'sEquipment"meanstheapparatus,machineryandvehicles(ifany)madeavailablebythe

Procuring Entity for the use of the Contract or in the execution of the Works, as stated in the Specification; but does not include Plant which has not been taken over by the Procuring Entity.

"ProcuringEntity'sPersonnel" meanstheEngineer,theEngineer, theassistantsandallotherstaff, labor and other employees of the Architect and of the Procuring Entity; and any other personnel notified to the Contractor, by the Procuring Entity or the Engineer, as Procuring Entity's Personnel.

"ProcuringEntity"meanstheEntitynamedintheSpecialConditionsof Contract.

"Engineer"isthepersonnamedintheAppendixtoConditionsofContract(oranyothercompetentpersonappointed by the Procuring Entity and notified to the Contractor, to act in replacement of the Engineer) who is responsible for supervising the execution of the Works and administering the Contract and shall be an "Architect" or a "Quantity Surveyor" registered under the Architects and Quantity Surveyors Act Cap 525 or an "Engineer" registered under Engineers Registration Act Cap 530.

"Engineer" means the person appointed by the Procuring Entity to act as the Architect for the purposes of the Contract and named in the Special Conditions of Contract, or other person appointed from time to time by the Procuring Entity and notified to the Contractor

"Provisional Sum" means a sum (if any) which is specified in the Contract as a provisional sum, for the execution of anypart of the Works or forthe supplyof Plant,Materials or services under Sub-Clause 13.5[ProvisionalSums].

"RetentionMoney"meanstheaccumulatedretentionmoneyswhichtheProcuringEntityretainsunderSub-Clause 14.3[ApplicationforInterimPaymentCertificates]andpaysunderSub-Clause14.9[PaymentofRetentionMoney].

"Schedules" means the document(s) entitled schedules, completed by the Contractor and submitted with the Form of Tender, as included in the Contract.

"Section"means apartoftheWorksspecifiedintheSpecialConditionsofContractasaSection(if any)

"Site Investigation Reports" are those reports that may be included in the tendering documents which a ref actual and interpretative about the surface and sub-surface condition sat the Site.

"Site" meanstheplaceswherethePermanentWorksaretobe executed,includingstorage andworkingareas,and to which Plant and Materials are to be delivered, and any other places as may be specified in the Contract as forming part of the Site.

"Specification" means the document entitled specification, as included in the Contract, and any additions and modifications to the specification in accordance with the Contract. Such document specifies the Works.

"Start Date" or "Commencement Date"is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with the Site possession date(s).

"Statement" means a statement submitted by the Contractor as part of an application, under Clause 14 [Contract Price and Payment], for a payment certificate.

"Subcontractor" means any person named in the Contract as a subcontractor, or any person appointed as a subcontractor, for a part of the Works.

"Taking-OverCertificate"meansacertificateissuedunderClause10[ProcuringEntity'sTakingOver].

"TemporaryWorks"meansalltemporaryworksofeverykind(otherthanContractor'sEquipment)requiredonSite for the execution and completion of the Permanent Works and the remedying of any defects.

"Temporaryworks"meansworksdesigned,constructed,installed,andremovedbytheContractorwhichareneeded for construction or installation of the Works.

"Tender" means the Form of Tender and all other documents which the Contractor submitted with the Form of Tender, as included in the Contract.

"TestsafterCompletion"meansthetests(ifany)whicharespecifiedintheContractandwhicharecarried outin

accordancewiththeSpecificationaftertheWorksoraSection(asthecasemaybe)aretakenoverbytheProcuring Entity.

"TestsonCompletion" meansthetestswhich are specifiedin theContractor agreed by both Parties or instructedas a Variation, and which are carried out under Clause 9 [Tests on Completion] before the Works or a Section (as the case may be) are taken over by the Procuring Entity.

"TimeforCompletion"meansthetime forcompletingtheWorks or a Section(asthecasemay be)asstatedinthe Special Conditions of Contract (with any extension calculated from the Commencement Date.

"Unforeseeable"meansnotreasonablyforeseeablebyanexperiencedcontractorbytheBaseDate.

"Variation"meansanychangetotheWorks,whichisinstructedorapprovedasavariationunderClause13 [Variations and Adjustments].

"Works" means the items the Procuring Entity requires the Contractor to undertake as defined in the Appendix to ConditionsofContract.**"Works"may**alsomeanthePermanentWorksandtheTemporaryWorks,or eitherofthem as appropriate.

Interpretation

IntheContract,exceptwherethecontextrequiresotherwise:

a) Wordsindicatingonegenderincludeallgenders;
b) wordsindicatingthesingularalsoincludethepluralandwordsindicatingthepluralalsoincludethe singular;
c) provisionsincludingtheword"agree","agreed"or"agreement"requiretheagreementtoberecordedin writing;
d) "written"or"inwriting"meanshand-written,type-written,printedorelectronicallymade,andresulting in a permanent record; and

Themarginalwordsandotherheadingsshallnotbetakenintoconsiderationintheinterpretationofthese Conditions.

Communications

WherevertheseConditionsprovideforthegivingorissuingofapprovals,certificates,consents, determinations, notices, requests and discharges, these communications shall be:

a) Inwritinganddeliveredbyhand(againstreceipt),sentbymailorcourier,ortransmittedusinganyof the agreed systems of electronic transmission as stated in the Special Conditions of Contract; and
b) delivered,sentortransmittedtotheaddressfortherecipient'scommunicationsasstatedintheSpecial Conditions of Contract. However:

    i) iftherecipientgivesnoticeofanotheraddress,communicationsshallthereafterbedelivered accordingly; and
    ii) iftherecipienthasnotstatedotherwisewhenrequestinganapprovalor consent,itmaybesenttothe addressfromwhichtherequestwasissued.

Approvals, certificates, consents and determinations shall not be unreasonably withheld or delayed. When a certificate is issued to a Party, the certifier shall send a copy to the other Party. When a notice is issued to a Party, by the other Party or the Engineer, a copy shall be sent to the Architect or the other Party, as the case may be.

LawandLanguage

TheContractshallbegovernedbythelawsof**Kenya.**

Therulinglanguage oftheContractshallbe **English.**

PriorityofDocuments

ThedocumentsformingtheContractaretobetakenasmutuallyexplanatoryofoneanother.Forthepurposesof interpretation, the priority of the documents shall be in accordance with the following sequence:

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a) TheContractAgreement,
b) TheLetterofAcceptance,
c) TheSpecialConditions–PartA,
d) theSpecialConditions–PartB
e) theGeneralConditionsofContract
f) theFormofTender,
g) theSpecificationsandBillsof Quantities
h) theDrawings, and
i) theSchedulesandanyotherdocumentsformingpartoftheContract.

Ifanambiguityordiscrepancyisfoundinthedocuments,theArchitectshallissueanynecessaryclarificationor instruction.

ContractAgreement

The Parties shall enter into a Contract Agreement within 14 days after the Contractor receives the Contract Agreement, unless the Special Conditions establish otherwise. The Contract Agreement shall be based upon theformannexedto the Special Conditions.Thecosts of stamp dutiesandsimilar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Procuring Entity.

Assignment

TheContractorshallnotassignthewholeoranypartoftheContractoranybenefitorinterestinorunderthe Contract. However, the contractor:

a) MayassignthewholeoranypartwiththepriorconsentoftheProcuringEntity,and
b) may,asecurityinfavorofabankorfinancialinstitution,assignitsrighttomoneysdue,ortobecome due, under the Contract.

CareandSupplyofDocuments

TheSpecifications and Drawings shall be in the custody and care of the Procuring Entity.Unless otherwise stated in the Contract, two copies of the Contract and of each subsequent Drawings and Bills of Quantities shall be supplied to the Contractor, who may make or request further copies at the cost of the Contractor.

Each of the Contractor's Documents shall be in the custody and care of the Contractor, unless and until taken over bythe Procuring Entity. Unless otherwise stated in the Contract, the Contractor shall supply to the Architect two copies of each of the Contractor's Documents.

TheContractor shall keep, on the Site, a copy of the Contract, publications named in the Specification, the Contractor's Documents (if any), the Drawings and Variations and other communications given under the Contract.TheProcuringEntity'sPersonnelshallhavetherightofaccesstoallthesedocumentsatallreasonable times.

If a Party becomes aware of an error or defect in a document which was prepared for use in executing the Works, theParty shall promptly give notice to the other Party of such error or defect.

TimelyprovisionofDrawingsorInstructions

The Contractor shall give notice to the Architect whenever the Works are likely to be delayed or disrupted if any necessary drawing or instruction is not issued to the Contractor within a particular time, which shall be reasonable. The notice shall include details of the necessary drawing or instruction, details of why and by whenitshouldbeissued,andthenatureandamount of thedelayordisruptionlikelytobe sufferedifitislate.

If the Contractor suffers delay and/or incurs Cost as a result of a failure of the Architect to issue the notified drawingorinstructionwithin a time whichisreasonableandis specifiedinthenoticewithsupportingdetails, the Contractor shall give a further notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

a) anextensionoftimeforanysuchdelay,ifcompletionisorwillbedelayed,underSub-Clause8.4 [Extension of Time for Completion], and

b) paymentofanyotherassociatedcostsaccrued,whichshallbeincludedintheContractPrice.

After receiving this further notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

However, if and to the extent that the Architect failure was caused by any error or delay by the Contractor, includinganerror in,or delayinthesubmissionof,anyof theContractor's Documents,theContractorshall not be entitled to such extension of time, or costs accrued.

ProcuringEntity'sUseofContractor'sDocuments

AsagreedbetweentheParties,theContractor shallretain thecopyright andother intellectual propertyrights in the Contractor's Documents and other design documents made by (or on behalf of) the Contractor.

The Contractor shall be deemed (by signing the Contract) to give to the Procuring Entity a non-terminable transferable non-exclusive royalty-free license to copy, use and communicate the Contractor's Documents, including making and using modifications of them. This license shall:

a) apply throughout theactual or intended working life (whichever islonger) of therelevant parts of the Works,
b) entitleany personinproperpossessionof therelevantpartoftheWorkstocopy,useandcommunicate theContractor'sDocumentsforthepurposesofcompleting, operating,maintaining,altering,adjusting, repairing and demolishing the Works, and
c) inthecaseofContractor'sDocumentswhichareintheformof computerprograms andothersoftware, permit their use on any computer on the Site and other places as envisaged by the Contract, including replacements of any computers supplied by the Contractor.

TheContractor's Documentsandotherdesign documentsmadeby(oronbehalfof)theContractorshallnot, without the Contractor's consent, be used, copied or communicated to a third party by (or on behalf of) the Procuring Entityf or purposes other than those permitted under Sub-Clause 1.10.2.

Contractor'sUseofProcuringEntity'sDocuments

AsagreedbetweentheParties,theProcuringEntityshall retain thecopyright andotherintellectualproperty rightsintheSpecification,theDrawingsandotherdocumentsmadeby(oronbehalfof)theProcuringEntity. The Contractor may, at his cost, copy, use, and obtain communication of these documents for the purposes oftheContract. Theyshall not, without the ProcuringEntity's consent,becopied, used or communicated to a third party by the Contractor, except as necessary for the purposes of the Contract.

ConfidentialDetails

The Contractor's and the Procuring Entity's Personnel shall ensure confidentiality at all times. The confidentiality shall survive termination or completion of the contract. They shall disclose all such confidential and other information as may be reasonably required in order to verify compliance with the Contract and allow its proper implementation.

TheContractor's and the Procuring Entity's Personnel shall also treat the details of the Contract as private and confidential, except to the extent necessary to carry out their respective obligations under the Contract or to comply with applicable Laws. Each of them shall not publish or disclose any particulars of the Works preparedbytheotherPartywithoutthepreviousagreement oftheotherParty.However,theContractorshall be permitted to disclose any publicly available information, or information otherwise required to establish his qualifications to compete for other projects.

CompliancewithLaws

The Contractor shall, in performing the Contract, comply with applicable Laws. Unless otherwise stated in the Special Conditions of Contract:

a) The Procuring Entity shall have obtained (or shall obtain) the planning, zoning, building permitor similarpermissionforthePermanentWorks,andanyotherpermissionsdescribedintheSpecifications as having been (or to be) obtained by the Procuring Entity; and the Procuring Entity shall indemnify and hold the Contractor harmless against and from the consequences of any failure to do so; and

b) the Contractor shall give all notices, pay all taxes, duties and fees, and obtain all permits, licenses and approvals, as required by the Laws in relation to the execution and completion of the Works and the remedying of any defects; and the Contractor shall indemnify and hold the Procuring Entity harmless against and from the consequences of any failure to do so, unless the Contractor is impeded to accomplish these actions and shows evidence of its diligence.

JointandSeveralLiability

If the Contractor constitutes (under applicable Laws) a joint venture, consortium or other unincorporated grouping of two or more persons:

a) Thesepersonsshallbedeemedtobejointlyandseverallyliabletothe ProcuringEntityforthe performance of the Contract;
b) thesepersonsshallnotify the ProcuringEntityoftheirleaderwho shallhaveauthorityto bind the Contractor and each of these persons; and
c) theContractorshallnotalteritscompositionorlegalstatuswithoutthepriorconsentoftheProcuring Entity.

InspectionsandAuditbytheProcuringEntity

Pursuanttoparagraph2.2(e).of AppendixBtotheGeneral Conditions,theContractorshallpermit andshall cause its subcontractors and sub-consultants to permit, the Public Procurement Regulatory Authority, Procuring Entity and/or persons appointed or designated by the Government of Kenya to inspect the Site and/ortheaccountsandrecordsrelatingtotheprocurement process, selection and/or contractexecution,and to have such accounts and records audited by auditors appointed by the Procuring Entity if requested by the Procuring Entity. The Contractor's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 15.6 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exerciseoftheProcuringEntity'sinspectionandauditrightsconstituteaprohibitedpracticesubjecttocontract termination (as well as to a determination of in eligibility pursuant to the Procuring Entity's prevailing sanctions procedures).

2. THEPROCURINGENTITY

RightofAccesstotheSite

TheProcuringEntityshallgivetheContractorright ofaccessto,andpossessionof,allpartsoftheSitewithin thetime (or times) stated in the **Special Conditions of Contract.** The right and possession may not be exclusivetotheContractor.If, undertheContract,theProcuringEntityisrequiredtogive (totheContractor) possession ofanyfoundation, structure, plant or means of access, the Procuring Entity shall do so in the time and manner stated in the Specification. However, the Procuring Entity may withhold any such right or possession until the Performance Security has been received.

If no such time is stated inthe Special Conditions of Contract, theProcuring Entity shall give theContractor rightofaccessto,andpossessionof,theSitewithinsuchtimesasrequiredtoenabletheContractortoproceed without disruption in accordance with the programme submitted under Sub-Clause 8.3 [Programme].

If the Contractor suffers delay and/or incurs Cost as a result of a failure by the Procuring Entity to give any suchrightorpossessionwithinsuchtime,theContractorshallgivenoticetotheArchitectandshallbeentitled subject to Sub-Clause 20.1 [Contractor's Claims] to:
a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
b) paymentofanysuchCost-plusprofit,whichshallbeincludedintheContractPrice.

After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

However, if and to the extent that the Procuring Entity's failure was caused by any error or delay by the Contractor, including an error in, or delay in the submission of, any of the Contractor's Documents, the Contractor shall not be entitled to such extension of time, Cost or profit.

Permits,LicensesorApprovals

TheProcuringEntityshallprovide,attherequestoftheContractor,suchreasonableassistanceastoallow the Contractor to obtain properly:

a) CopiesoftheLaws ofKenyawhicharerelevant totheContractbutarenotreadilyavailable,and
b) anypermits,licensesor approvalsrequiredbytheLawsofKenya:

i) whichtheContractorisrequiredtoobtainunderSub-Clause1.13[CompliancewithLaws],
ii) forthedeliveryofGoods,includingclearancethroughcustoms,and
iii) fortheexportofContractor'sEquipment whenitisremovedfromtheSite.

ProcuringEntity'sPersonnel

TheProcuringEntityshallberesponsibleforensuringthattheProcuringEntity'sPersonnelandthe Procuring Entity's other contractor son the Site:

a) co-operatewiththeContractor'seffortsunderSub-Clause4.6[Co-operation], and

b) takeactionssimilartothosewhichtheContractorisrequiredtotakeundersub-paragraphs(a),(b)and (c)ofSub-Clause4.8[SafetyProcedures]and underSub-Clause4.18[ProtectionoftheEnvironment].

ProcuringEntity'sFinancialArrangements

The Procuring Entity shall make and maintain all necessary financial arrangements which will enable the ProcuringEntitytopaytheContract Pricepunctually(asestimated atthat time) inaccordancewith Clause14 [Contract Price and Payment].

3. THEENGINEER

ArchitectDutiesandAuthority

TheProcuringEntityshallappointtheArchitectwhoshallcarryoutthedutiesassignedtohimintheContract. The Architect staff shall include suitably qualified Assistants and other professionals who are competent to carryouttheseduties.TheArchitectNameandAddressshallbeprovided inthe**SpecialConditionsof Contract.**

TheArchitect shallhavenoauthoritytoamendtheContract.

The Architect May exercise the authority attributable to the Architect as specified in or necessarily to be implied from the Contract. If the Architectis required to obtain the approval of the Procuring Entity before exercising a specified authority, the requirements shall be as stated in the S**pecial Conditions of Contract**. The Procuring Entity shall promptly inform the Contractor of any change to the authority attributed to the Engineer.

However, whenever the Architect exercises a specified authority for which the Procuring Entity's approvalis required, then (for the purposes of the Contract) the contractor shall require the Architect toprovideevidence of such approval before complying with the instruction.

Exceptas otherwisestatedintheseConditions:

a) Whenevercarryingoutdutiesorexercisingauthority,specifiedinorimpliedbytheContract,the Architect shallbedeemedtoactfortheProcuring Entity;
b) theArchitecthasnoauthoritytorelieveeitherPartyofanyduties,obligationsorresponsibilitiesunder the Contract;
c) anyapproval,check, certificate,consent,examination,inspection,instruction,notice,proposal,request, test, or similar act by the Architect (including absence of disapproval) shall not relieve the Contractor from any responsibility he has under the Contract, including responsibility for errors, omissions, discrepancies and non-compliances; and
d) anyactbytheArchitectinresponsetoaContractor's requestshallbenotifiedinwritingtothe Contractor within 14 days of receipt.

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Thefollowingprovisionsshallapply:

TheArchitectshallobtainthespecificapprovaloftheProcuringEntitybeforetakingactionunderthe-following Sub-Clauses of these Conditions:

a) Sub-Clause4.12:agreeingordeterminginganextensionof timeand/oradditionalcost.

b) Sub-Clause13.1:instructingaVariation,except;

i) Inanemergencysituationasdeterminedbytheengineer,or

ii) If such a Variation would increase the Accepted Contract Amount by less than the percentage specified in the **Special Conditions of Contract.**

c) Sub-Clause13.3:ApprovingaproposalforVariationsubmittedbytheContractorinaccordancewith Sub Clause 13.1 or 13.2.

d) Sub-Clause13.4:Specifyingtheamountpayableineachoftheapplicablethreecurrencies.

Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibility under the Contract, instruct the Contractor to executeallsuchwork or todo allsuchthings asmay,in theopinionof theEngineer, be necessary toabate or reduce the risk. The Contractor shall forth with comply, despite the absence of approval of the Procuring Entity, with any such instruction of the Engineer. The Architect shall determine an addition to the Contract Price,inrespectofsuchinstruction,inaccordancewithClause13andshallnotifytheContractoraccordingly, with a copy to the Procuring Entity.

Delegationbythe Engineer

The Architect may from time to time assign duties and delegate authority to assistants and may also revoke such assignment or delegation. These assistants may include a resident Engineer, and/or independent inspectors appointed to inspect and/ or test items of Plant and/or Materials. The assignment, delegation or revocation shall be in writing and shall not take effect until copies have been received by both Parties. However,unless otherwiseagreedby both Parties,theArchitect shall notdelegatetheauthoritytodetermine any matter in accordance with Sub-Clause 3.5 [Determinations].

Each assistant, to whom duties have been assigned or authority has been delegated, shall only be authorized toissueinstructionstotheContractortotheextentdefinedbythedelegation.Anyapproval,check,certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by an assistant, in accordancewith the delegation, shall have thesame effect as though theact hadbeen an act of theEngineer. However:

a) Anyfailuretodisapproveanywork,PlantorMaterialsshallnotconstituteapproval,andshall therefore not prejudice the right of the Architect to reject the work, Plant or Materials;

b) IftheContractorquestionsanydeterminationorinstructionofanassistant,theContractormayrefer the matter to the Engineer, who shall promptly confirm, reverse or vary the determination or instruction.

InstructionsoftheEngineer

The Architect may issue to the Contractor (at anytime) instructions and additional or modified Drawings which may benecessary for the execution of the Works and the remedying of any defects, all in accordance withtheContract.TheContractorshallonlytakeinstructionsfromtheEngineer,orfromanassistanttowhom the appropriate authority has been delegated under Clause 3.2.1.

TheContractorshallcomply withtheinstructionsgivenbytheArchitect ordelegatedassistant,onanymatter related to the Contract. Whenever practicable, their instructions shall be given in writing. If the Architec tora delegated assistant:

a) Givesanoralinstruction,

b) receivesawrittenconfirmationoftheinstruction,from(oronbehalfof)theContractor,withintwo working days after giving the instruction, and

c) doesnotreplybyissuingawrittenrejectionand/orinstructionwithintwoworkingdays afterreceiving the confirmation,

Then the confirmation shall constitute the written instruction of the Architect or delegated assistant (as the case may be).

ReplacementoftheEngineer

IftheProcuring Entity intends to replace the Engineer, the Procuring Entity shall, in not less than 21 days before theintendeddateofreplacement, give notice to the Contractor of the name, address and relevant experience of the intended person to replace the Engineer.

Determinations

Whenever these Conditions provide that the Architect shall proceed in accordance with this Sub-Clause3.5 to agreeor determine any matter, the Architect shall consult with each Party in an endeavor to reach agreement.If agreementisnotachieved,theArchitectshall make afair determinationinaccordancewiththe Contract, taking due regard of all relevant circumstances.

The Architect shall give notice to both Parties of each agree mentor determination, with supporting particulars, within 30 days from the receipt of the corresponding claim or request except when otherwise specified. Each Party shall give effect to each agreement or determination unless and until revised under Clause 20 [Claims, Disputes and Arbitration].

4. THECONTRACTOR

Contractor'sGeneralObligations

TheContractor shall design (to the extent specified in the Contract), execute and complete the Works in accordancewiththe ContractandwiththeArchitectinstructions, andshall remedy anydefects intheWorks.

The Contractor shall provide the Plant and Contractor's Documents specified in the Contract, and all Contractor's Personnel, Goods, consumables and other things and services, whether of a temporary or permanent nature, required in and for this design, execution, completion and remedying of defects.

All equipment, material, and services to be incorporated in or required for the Works shall have their origin in any eligible source country.

TheContractor shall be responsible for the adequacy, stability and safety of all Site operations and of all methodsofconstruction.ExcepttotheextentspecifiedintheContract,theContractor(i)shallberesponsible for all Contractor's Documents,TemporaryWorks, andsuchdesign of each item of Plant andMaterials asis requiredforthe itemto be in accordance withtheContract, and(ii) shall nototherwise be responsibleforthe designor specification of the Permanent Works.

TheContractor shall, whenever required by the Engineer, submit details of the arrangements and methods which the Contractor proposes to adopt for the execution of the Works. No significant alteration to these arrangements and methods shall be made without this having previously been notified to the Engineer.

If the Contract specifies that the Contractor shall design any part of the Permanent Works, then unless otherwise stated in the Special Conditions:

a) TheContractorshallsubmittotheArchitecttheContractor'sDocumentsforthispartinaccordancewith the procedures specified in the Contract;

b) these Contractor's Documents shall be in accordance with the Specification and Drawings, shall be written in the language for communications defined in Sub-Clause 1.4 [Law and Language], and shall include additional information required by the Architect to add to the Drawings for co-ordination of each Party's designs;

c) the Contractor shall be responsible for this part and it shall, when the Works are completed, befit for such purposes for which the part is intended as are specified in the Contract; and

d) priortothecommencementoftheTestsonCompletion,theContractorshallsubmittotheArchitectthe “as-built” documents and, if applicable,operation andmaintenance manuals in accordancewith the SpecificationandinsufficientdetailfortheProcuringEntitytooperate,maintain,dismantle, reassemble,adjustandrepairthispartoftheWorks.Suchpartshallnotbeconsideredtobecompleted forthe purposesoftaking-over underSub-Clause10.1 [Taking Over oftheWorks and Sections]until these documents and manuals have been submitted to the Engineer.

0P9e7rformanceSecurity

TheContractorshallobtain(athiscost) aPerformanceSecurityfor properperformance,intheamount stated in the **Special Conditions of Contract** and denominated in the currency (ies) of the Contract or in a freely convertible currency acceptable to the Procuring Entity. If an amount is not stated in the Special Conditions of Contract, this Sub-Clause shall not apply.

The Contractor shall deliver the Performance Security to the Procuring Entity within 30 days after receiving theNotificationofAwardandshallsendacopytotheEngineer.ThePerformanceSecurityshallbeissuedby a reputable bank selected by the Contractor and shall be in the form annexed to the Special Conditions, as stipulated by the Procuring Entity in the Special Conditions of Contract, or in another form approved by the Procuring Entity.

TheContractor shall ensure that the Performance Security is valid and enforceable until the Contractor has executedandcompletedtheWorksandremediedanydefects.IfthetermsofthePerformanceSecurityspecify itsexpirydate,andtheContractorhasnotbecomeentitledtoreceivethePerformanceCertificatebythedate 30dayspriortotheexpirydate,theContractorshallextendthevalidityofthePerformanceSecurityuntilthe Works have been completed and any defects have been remedied.

TheProcuringEntityshallnot makeaclaimunderthePerformanceSecurity,exceptforamountstowhich the Procuring Entity is entitled under the Contract.

The Procuring Entity shall indemnify and hold the Contractor harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from a claim under the Performance Security to the extent to which the Procuring Entity was not entitled to make the claim.

TheProcuringEntityshallreturnthePerformanceSecuritytotheContractorwithin14daysafterreceivinga copyof the Taking-Over Certificate.

Withoutlimitation to the provisions of the rest of this Sub-Clause, whenever the Architect determines an addition or a reduction to the Contract Price as a result of a change in cost and/ or legislation, or as a resultof a Variation, amounting to more than 25 percent of the portion of the Contract Price payable in a specific currency, the Contractor shall at the Architect request promptly increase, or may decrease, as the case may be, the value of the Performance Security in that currency by an equal percentage.

Contractor'sRepresentative

The Contractorshall appoint theContractor's Representative and shall give himallauthoritynecessarytoact on the Contractor's behalf under the Contract. The Contractor's Representative's Name and Address shall be provided in the **Special Conditions of Contract.**

Unless the Contractor's Representative **is named in the Contract**, the Contractor shall, prior to the Commencement Date, submit to the Architect for consent the name and particulars of the person the ContractorproposestoappointasContractor'sRepresentative.IfconsentiswithheldorsubsequentlyrevokedinterminsofSub-Clause6.9[Contractor'sPersonnel],orifthe appointed person fails to act as Contractor's Representative, theContractor shallsimilarlysubmit thename and particulars ofanother suitableperson for such appointment.

TheContractorshallnot,withoutthepriorconsentoftheEngineer,revoketheappointmentoftheContractor's Representative or appoint are placement.

Thewholetimeof theContractor's Representative shallbegiventodirectingtheContractor'sperformanceof theContract. If theContractor's Representative istobetemporarilyabsentfrom theSite duringtheexecution oftheWorks,asuitablereplacement personshallbeappointed,subjecttotheArchitectprior consent,andthe Architect shall be notified accordingly.

TheContractor'sRepresentativeshall,onbehalfoftheContractor,receiveinstructionsunderSub-Clause3.3 [Instructions of the Engineer].

The Contractor's Representative may delegate any powers, functions and authority to any competent person, and may at any time revoke the delegation. Any delegation or revocation shall not take effect until the Architect has received prior notice signed by the Contractor's Representative, naming the person and specifying the powers, functions and authority being delegated or revoked.

TheContractor'sRepresentativeshallbefluentin thelanguageforcommunicationsdefinedinSub-Clause1.4

[Law and Language]. If the Contractor's Representative's delegates are not fluent in the said language, the Contractorshallmakecompetentinterpretersavailableduringallworkinghoursinanumberdeemed sufficientbytheEngineer.

Sub-contractors

TheContractorshallnotsubcontractthewholeoftheWorks.Thecontractormayhoweversubcontractthe works as provided in Clause 34.2.

TheContractorshallberesponsiblefortheactsordefaultsofanySubcontractor,hisagentsoremployees,as if theyweret heacts or defaults of the Contractor. Unless otherwise stated in the Special Conditions:

a) TheContractorshallnotberequiredtoobtainconsenttosupplierssolelyofMaterials,ortoa subcontract for which the Subcontractor is named in the Contract;
b) ThepriorconsentoftheProcuringEntityshallbe obtainedtootherproposedSubcontractors;
c) theContractorshallgivetheProcuringEntitynotlessthan14days'noticeoftheintendeddateofthe commencementofeach Subcontractor's work, and ofthecommencementofsuchwork ontheSite; and
d) each subcontract shall include provisions which would entitle the Procuring Entity to require the subcontract to be assigned to the Procuring Entity under Sub-Clause 4.5 [Assignment of Benefit of Subcontract](iforwhenapplicable)orintheeventofterminationunderSub-Clause15.2[Termination by Procuring Entity].

TheContractorshallensurethattherequirementsimposedontheContractorbySub-Clause1.12[Confidential Details] apply equally to each Subcontractor.

Wherepracticable,theContractorshallgivefairandreasonableopportunityforcontractorsfromKenyatobe appointed as Subcontractors.

AssignmentofBenefitofSubcontract

IfaSubcontractor's obligationsextendbeyondtheexpirydateoftherelevantDefectsNotificationPeriodand the Engineer, prior to this date, instructs the Contractor to assign the benefit of such obligations to the Procuring Entity, then the Contractor shall do so. Unless otherwise stated in the assignment, the Contractor shall have no liability to the Procuring Entity for the work carried out by the Subcontractor after the assignment takes effect.

Co-operation

TheContractorshall,asspecifiedintheContractorasinstructedbytheEngineer,allowappropriate opportunities for carrying out work to:

a) TheProcuringEntity'sPersonnel,
b) AnyothercontractorsemployedbytheProcuringEntity,and
c) Thepersonnelofanylegallyconstitutedpublicauthorities,whomaybeemployedintheexecutionon or near the Site of any work not included in the Contract.

Anysuch instruction shall constitute a Variation if and to the extent that it cause sthe Contractor to suffer delays and/ortoincur Unforeseeable Cost. Services forthese personnel and other contractors may includethe use of Contractor's Equipment, Temporary Worksor accessarrangements which are theresponsibility of the Contractor.

If, undertheContract,theProcuringEntityisrequiredtogivetotheContractorpossessionofanyfoundation, structure, plant or means of access in accordance with Contractor's Documents, the Contractor shall submit such documents to the Architect in the time and manner stated in the Specification.

SettingOutoftheWorks

TheContractorshall set out theWorksin relation tooriginal points,linesand levelsof referencespecified in theContractor notifiedby theEngineer. The Contractor shall be responsible for thecorrect positioningof all partsof theWorks,andshall rectifyanyerrorinthe positions,levels, dimensions or alignment of theWorks.

The Procuring Entity shall be responsible for any errors in these specified or notified items of reference, but the Contractor shall use reasonable efforts to verify their accuracy before they are used.

4.73 If the Contractor suffers delay and/or incurs Cost from executing work which was necessitated by an error in these items of reference, and an experienced contractor could not reasonably have discovered such error and avoided this delay and/or Cost, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
b) payment of any such costs accrued, which shall be included in the Contract Price.

4.7.4 After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) whether and (if so) to what extent the error could not reasonably have been discovered, and (ii) the matters described in sub-paragraphs (a) and (b) above related to thise.

Safety Procedures

The Contractor shall:
a) Comply with all applicable safety regulations,
b) Take care for the safety of all persons entitled to be on the Site,
c) Use reasonable effort to keep the Site and Works clear of unnecessary obstructions so as to avoid danger to these persons,
d) provide fencing, lighting, guarding and watching of the Works until completion and taking over under Clause 10 [Procuring Entity's Taking Over], and
e) provide any Temporary Works (including roadways, footways, guards and fences) which may be necessary, because of the execution of the Works, for the use and protection of the public and of owners and occupiers of adjacent land.

Quality Assurance

The Contractor shall institute a quality assurance system to demonstrate compliance with the requirements of the Contract. The system shall be in accordance with the details stated in the Contract. The Architect shall be entitled to audit any aspect of the system.

Details of all procedures and compliance documents shall be submitted to the Architect for information before each design and execution stage is commenced. When any document of a technical nature is issued to the Engineer, evidence of the prior approval by the Contractor itself shall be apparent on the document itself.

Compliance with the quality assurance system shall not relieve the Contractor of any of his duties, obligations or responsibilities under the Contract.

Site Data

The Procuring Entity shall have made available to the Contractor for his information, prior to the Base Date, all relevant data in the Procuring Entity's possession on sub-surface and hydrological conditions at the Site, including environmental aspects. The Procuring Entity shall similarly make available to the Contractor all such data which come into the Procuring Entity's possession after the Base Date. The Contractor shall be responsible for interpreting all such data.

To the extent which was practicable (taking account of cost and time), the Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Tender or Works. To the same extent, the Contractor shall be deemed to have inspected and examined the Site, its surroundings, the above data and other available information, and to have been satisfied before submitting the Tender as to all relevant matters, including (without limitation):

a) The form and nature of the Site, including sub-surface conditions,
b) the hydrological and climatic conditions,
c) the extent and nature of the work and Goods necessary for the execution and completion of the Works and the remedying of any defects,
d) the Laws, procedures and labour practices of Kenya, and
e) the Contractor's requirements for access, accommodation, facilities, personnel, power, transport, water and other services.

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SufficiencyoftheAcceptedContractAmount

TheContractorshallbedeemedto:

a) Havesatisfieditselfastothecorrectnessandsufficiencyof theAcceptedContractAmount,and

b) have based the Accepted Contract Amount on the data, interpretations, necessary information, inspections,examinationsandsatisfaction astoallrelevantmattersreferredtoinSub-Clause4.10[Site Data].

UnlessotherwisestatedintheContract,theAcceptedContractAmountcoversalltheContractor'sobligations under the Contract (including those under Provisional Sums, if any) and all things necessary for the proper execution and completion of the Works and the remedying of any defects.

UnforeseeablePhysicalConditions

InthisSub-Clause,"physicalconditions"meansnaturalphysicalconditionsandman-madeandotherphysical obstructionsandpollutants,whichtheContractorencountersattheSitewhenexecutingtheWorks,including sub-surface and hydrological conditions but excluding climatic conditions.

IftheContractorencountersadversephysicalconditionswhichheconsiderstohave beenUnforeseeable,the Contractor shall give notice to the Architect as soon as practicable.

Thisnoticeshal ldescribethephysical conditions, sothat they canbeinspectedbytheArchitect andshall set out the reasons why the Contractor considers them to be Unforeseeable. The Contractor shall continue executing the Works, using such proper and reasonable measures as are appropriate for the physical conditions,andshallcomply withanyinstructionswhichtheArchitectmaygive. Ifaninstructionconstitutes a Variation, Clause 13 [Variations and Adjustments] shall apply.

If and totheextentthat theContractor encountersphysicalconditionswhichareUnforeseeable, gives such a notice, and suffers delay and/or incurs Cost due to these conditions, the Contractor shall be entitled subjectto notice under Sub-Clause 20.1 [Contractor's Claims] to:

a) anextensionoftimeforanysuchdelay,ifcompletionisorwillbedelayed,underSub-Clause8.4 [Extension of Time for Completion], and

b) paymentofanysuchCost,whichshallbeincludedintheContractPrice.

Upon receiving such notice and inspecting and/or investigating these physical conditions,the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) whether and (if so) to what extent these physical conditions were Unforeseeable, and (ii) the matters described in sub-paragraphs (a)and(b)aboverelatedtothisextent.

However, before additional Cost is finally agreed or determined under sub-paragraph (ii), the Architect may alsoreviewwhetherother physicalconditionsinsimilarpartsof theWorks(ifany) weremorefavorablethan couldreasonablyhavebeenforeseenwhentheContractorsubmittedtheTender.Ifandtotheextentthatthese more favorable conditions were encountered, the Architect may proceed in accordance with Sub-Clause 3.5 [Determinations]toagreeordeterminethereductionsinCostwhichwereduetotheseconditions,whichmay be included (as deductions) in the Contract Price and Payment Certificates. However, the net effect of all adjustments under sub-paragraph (b) and all these reductions, for all the physical conditions encountered in similar parts of the Works, shall not result in a net reduction in the Contract Price.

The Architect shall take account of any evidence of the physical conditions foreseen by the Contractorwhen submitting the Tender, which shall be made available by the Contractor, but shall not be bound by the Contractor'sinterpretationofanysuchevidence.

RightsofWayandFacilities

Unless otherwise specified in the Contract the Procuring Entity shall provide effective access to and possession of the Site including special and/or temporary rights-of-way which are necessary for the Works. TheContractorshallobtain,athis riskandcost, any additional rightsof wayor facilities out sidetheSite

1w0h1ichhemayrequireforthepurposesoftheWorks.

AvoidanceofInterference

TheContractorshallnotinterfereunnecessarilyorimproperlywith:

a) Theconvenienceofthepublic,or

b) Theaccesstoanduseandoccupationofallroadsandfootpaths,irrespectiveof whethertheyare public or in the possession of the Procuring Entity or of others.

The Contractor shall indemnify andholdthe ProcuringEntity harmlessagainst andfrom all damages, losses and expenses (including legal fees and expenses) resulting from any such unnecessary or improper interference.

AccessRoute

TheContractor shallbe deemed tohave beensatisfiedastothesuitabilityandavailabilityofaccess routesto the Site at Base Date. The Contractor shall use reasonable efforts to prevent any road or bridge from being damaged by the Contractor's traffic or by the Contractor's Personnel. These efforts shall include the proper use of appropriate vehicles and routes.

ExceptasotherwisestatedintheseConditions:

a) TheContractorshall(asbetweentheParties)beresponsibleforanymaintenancewhichmaybe required for his use of access routes;

b) theContractorshallprovideallnecessarysignsordirectionsalongaccessroutes,andshallobtainany permission which may be required from the relevant authorities for his use of routes, signs and directions;

c) theProcuringEntityshallnotberesponsibleforanyclaimswhichmayarisefromtheuseorotherwise of any access route;

d) theProcuringEntitydoesnotguaranteethesuitabilityoravailabilityofparticularaccessroutes; and

e) Costsduetonon-suitabilityornon-availability,fortheuserequiredbytheContractor,ofaccess routes shall be borne by the Contractor.

TransportofGoods

UnlessotherwisestatedintheSpecial Conditions:

a) theContractorshallgivetheArchitectnotlessthan21days'noticeofthedateonwhichanyPlantora major item of other Goods will be delivered to the Site;

b) theContractorshallberesponsibleforpacking,loading,transporting,receiving,unloading,storing and protecting all Goods and other things required for the Works; and

c) the Contractor shall indemnify and hold the Procuring Entity harmless against and from all damages, lossesand expenses (including legal feesand expenses) resulting from thetransportof Goods and shall negotiate and pay all claims arising from their transport.

Contractor'sEquipment

TheContractorshallberesponsibleforall Contractor'sEquipment.WhenbroughtontotheSite,Contractor's Equipment shall be deemed to be exclusively intended for the execution of the Works. The Contractor shall not remove from the Site any major items of Contractor's Equipment without the consent of the Engineer. However, consent shall not be required for vehicles transporting Goods or Contractor's Personnel off Site.

ProtectionoftheEnvironment

Thecontractorshallcomplywiththeapplicableenvironmentallaws,regulationsandpolicies.

The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.

The Contractors hall ensure that emissions, surfaced is charges and effluent from the Contractor's activities shall not exceed the values stated in the Specification or prescribed by applicable Laws.

102 **Electricity,WaterandGas**

The Contractor shall, except as stated below, be responsible for the provision of all power, water and other services he may require for his construction activities and to the extent defined in the Specifications, for the tests.

The Contractor shall be entitled to use for the purposes of the Works such supplies of electricity, water, gas and other services as may be available on the Site and of which details and prices are given in the Specifications.TheContractor shall,at his riskand cost, provideany apparatusnecessary for hisuseof these services and for measuring the quantities consumed.

Thequantitiesconsumedandtheamountsdue(attheseprices)forsuchservicesshallbeagreedordetermined by the Architect in accordance with Sub-Clause 2.5 [Procuring Entity's Claims] and Sub-Clause 3.5 [Determinations]. The Contractor shall pay these amounts to the Procuring Entity.

ProcuringEntity'sEquipmentandFree-IssueMaterials

The Procuring Entity shall make the Procuring Entity's Equipment (if any) available for the use of the ContractorintheexecutionoftheWorksinaccordancewiththedetails,arrangementsandpricesstatedinthe Specification. Unless otherwise stated in the Specification:

a) TheProcuringEntityshallberesponsiblefortheProcuringEntity'sEquipment,exceptthat

b) theContractorshall beresponsibleforeachitemofProcuringEntity's Equipmentwhilstany ofthe Contractor's Personnel is operating it, driving it, directing it or in possession or control of it.

Theappropriate quantities and the amounts due (at such stated prices) for the use of Procuring Entity's Equipment shall be agreed or determined by the Architect in accordance with Sub-Clause 2.5 [Procuring Entity's Claims] and Sub-Clause3.5 [Determinations]. The Contractor shall pay these amounts to the Procuring Entity.

The Procuring Entity shall supply, free of charge, the “free-issue materials” (if any) in accordance with the details stated in the Specification. The Procuring Entity shall, at his risk and cost, provide these materials at the time and place specified in the Contract. The Contractor shall then visually inspect them and shall promptly give notice to the Architect of any shortage, defect or default in these materials. Unless otherwise agreed by both Parties, theProcuring Entity shall immediately rectify the notified shortage, defector default.

Afterthis visual inspection, the free-issue materials shall come under the care, custody and control of the Contractor. The Contractor's obligations of inspection, care, custody and control shall not relieve the Procuring Entity of liability for any shortage, defect or default not apparent from a visual inspection.

ProgressReports

Unlessotherwise stated in the Special Conditions, monthly progress reports shall be prepared by the Contractor and submitted to the Architect in six copies. The first report shall cover the period up to the endofthefirstcalendarmonthfollowingtheCommencement Date.Reportsshallbesubmittedmonthly thereafter, each within 7 days after the last day of the period to which it relates.

Reporting shall continue until the Contractor hascompleted all workwhichis known tobe outstanding at the completion date stated in the Taking-Over Certificate for the Works. Each report shall include:

a) charts and detailed descriptions of progress, including each stage of design (if any), Contractor's Documents, procurement, manufacture, delivery to Site, construction, erection and testing; and including these stages for work by each nominated Subcontractor (as defined in Clause 5 [NominatedSubcontractors]),

b) photographsshowingthestatusofmanufactureandofprogressontheSite;

c) for the manufacture of each main item of Plant and Materials, the name of the manufacturer, manufacture location, percentage progress, and the actual or expected dates of:

   i) commencementofmanufacture,

   ii) Contractor'sinspections,

   iii) tests,and

103 iv) shipment and arrival at the Site;

d) the details described in Sub-Clause 6.10 [Records of Contractor's Personnel and Equipment];

e) copies of quality assurance documents, test results and certificates of Materials;

f) list of notices given under Sub-Clause 2.5 [Procuring Entity's Claims] and notices given under Sub- Clause 20.1 [Contractor's Claims];

g) safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations; and

h) comparison so factual and planned progress, with details of any events or circumstances which may jeopardize the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delays.

Security of the Site

Unless otherwise stated in the Special Conditions:

a) The Contractor shall be responsible for keeping unauthorized persons off the Site, and

b) authorized persons shall be limited to the Contractor's Personnel and the Procuring Entity's Personnel; and to any other personnel notified to the Contractor, by the Procuring Entity or the Engineer, as authorized personnel of the Procuring Entity's other contractors on the Site.

Contractor's Operations on Site

The Contractor shall confine his operations to the Site, and to any additional areas which may be obtained by the Contractor and agreed by the Architect as additional working areas. The Contractor shall take all necessary precautions to keep Contractor's Equipment and Contractor's Personnel within the Site and these additional areas, and to keep them off adjacentl and.

During the execution of the Works, the Contractor shall keep the Site free from all unnecessary obstruction and shall store or dispose of any Contractor's Equipment or surplus materials. The Contractor shall clear away and remove from the Site any wreckage, rubbish and Temporary Works which are no longer required.

Upon the issue of a Taking-Over Certificate, the Contractor shall clear away and remove, from that part of the Site and Works to which the Taking-Over Certificate refers, all Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works. The Contractor shall leave that part of the Site and the Works in a clean and safe condition. However, the Contractor may retain on Site, during the Defects Notification Period, such Goods as are required for the Contractor to fulfil obligations under the Contract.

Fossils

All fossils, coins, articles of value or antiquity, and structures and other remains or items of geological or archaeological interest found on the Site shall be placed under the care and authority of the Procuring Entity. The Contractor shall take reasonable precautions to prevent Contractor's Personnel or other persons from removing or damaging any of these findings.

The Contractor shall, upon discovery of any such finding, promptly give notice to the Engineer, who shall issue instructions for dealing with it. If the Contractor suffers delay and/or incurs Cost from complying with the instructions, the Contractor shall give a further notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and

b) payment of any such Cost, which shall be included in the Contract Price.

After receiving this further notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

5. NOMINATED SUBCONTRACTORS

Definition of "nominated Subcontractor"

In this Contract, "nominated Subcontractor" means a Subcontractor:

a) Who is nominated by the Procuring Entity, or

b) Contractor has nominated as a Subcontractor subject to Sub-Clause 5.2 [Objection to Notification].

104 Objection to Nomination

The Contractor shall not be under any obligation to employ a nominated Subcontractor against whom the Contractor raises reasonable objection by notice to the Procuring Entity as soon as practicable, with supporting particulars. An objection shall be deemed reasonable if it arises from (among other things) any of the following matters, unless the Procuring Entity agrees in writing to indemnify the Contractor against and from the consequences of the matter:

a) there are reasons to believe that the Subcontractor does not have sufficient competence, resources or financial strength;

b) the nominated Subcontractor does not accept to indemnify the Contractor against and from any negligence or misuse of Goods by the nominated Subcontractor, his agents and employees; or

c) the nominated Subcontractor does not accept to enter into a subcontract which specifies that, for the subcontracted work (including design, if any), the nominated Subcontractor shall:

   i) undertake to the Contractor such obligations and liabilities as will enable the Contractor to discharge his obligations and liabilities under the Contract;

   ii) indemnify the Contractor against and from all obligations and liabilities arising under or in connection with the Contract and from the consequences of any failure by the Subcontractor to perform these obligations or to fulfil these liabilities, and

   iii) be paid only if and when the Contractor has received from the Procuring Entity payments for sums due under the Subcontract referred to under Sub-Clause 5.3 [Payment to nominated Subcontractors].

Payments to nominated Subcontractors

The Contractor shall pay to the nominated Subcontractor the amounts shown on the nominated Subcontractor's invoices approved by the Contractor which the Architect certifies to be due in accordance with the subcontract. These amounts plus other charges shall be included in the Contract Price in accordance with sub-paragraph (b) of Sub-Clause 13.5 [Provisional Sums], except as stated in Sub-Clause 5.4 [Evidence of Payments].

Evidence of Payments

Before issuing a Payment Certificate which includes an amount payable to a nominated Subcontractor, the Architect may request the Contractor to supply reasonable evidence that the nominated Subcontractor has received all amounts due in accordance with previous Payment Certificates, less applicable deductions for retention or otherwise. Unless the Contractor:

(a) Submits this reasonable evidence to the Engineer, or

(b) i) Satisfies the Architect in writing that the Contractor is reasonably entitled to withhold or refuse to pay these amounts, and

   ii) Submits to the Architect reasonable evidence that the nominated Subcontractor has been notified of the Contractor's entitlement, then the Procuring Entity may (at his sole discretion) pay, direct to the nominated Subcontractor, part or all of such amounts previously certified (less applicable deductions) as are due to the nominated Subcontractor and for which the Contractor has failed to submit the evidence described in sub-paragraphs (a) or (b) above. The Contractor shall then repay, to the Procuring Entity, the amount which the nominated Subcontractor was directly paid by the Procuring Entity.

6. STAFF AND LABOR

Engagement of Staff and Labor

Except as otherwise stated in the Specification, the Contractor shall make arrangements for the engagement of all staff and labor, local or otherwise, and for their payment, feeding, transport, and, when appropriate, housing. The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labor with appropriate qualifications and experience from sources within Kenya.

Rates of Wages and Conditions of Labor

The Contractor shall pay rates of wages, and observe conditions of labor, which are not lower than those established for the trade or industry where the work is carried out. If no established rates or conditions are applicable, the Contractor shall pay rates of wages and observe conditions which are not lower than the general level of wages and conditions observed locally by Procuring Entity's whose trade or industry is similar

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TheContractor shall inform the Contractor's Personnel about their liability to pay personal income taxes in Kenya in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the Laws of Kenya for the time being in force, and the Contractor shall perform such duties in regard to such deductions there of as may be imposed on him by such Laws.

PersonsintheServiceofProcuringEntity

The Contractor shall not recruit, or attempt to recruit, staff and labour from amongst the Procuring Entity's Personnel.

LaborLaws

The Contractor shall comply with all the relevant labour Laws applicable to the Contractor's Personnel, including Laws relating to their employment, employment of children, health, safety, welfare, immigration andemigration,andshallallowthemalltheirlegalrights. TheContractorshallrequirehisemployeestoobey all applicable Laws, including those concerning safety at work.

WorkingHours

NoworkshallbecarriedoutontheSiteonlocallyrecognizeddaysofrest,oroutsidethenormal working hours stated in the **Special Conditions of Contract**, unless:

a) Otherwisestated inthe Contract,
b) TheArchitectgivesconsent,or
c) Theworkisunavoidable,ornecessaryfortheprotectionoflifeorpropertyorforthesafetyoftheWorks, in which case the Contractor shall immediately advise the Engineer, provided that work done outside the normal working hours shall be considered and paid for as overtime.

FacilitiesforStaffandLabor

Except as otherwise stated in the Specification, the Contractor shall provide and maintain all necessary accommodationandwelfarefacilitiesonsitefortheContractor'sPersonnel.TheContractorshallalsoprovide facilities for the Procuring Entity's Personnel as stated in the Specifications. The Contractor shall not permit anyoftheContractor'sPersonneltomaintainanytemporaryorpermanentlivingquarterswithinthestructures forming part of the Permanent Works.

HealthandSafety

The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor'sPersonnel.In collaborationwithlocalhealthauthorities,theContractorshallensurethatmedical staff, first aid facilities, sick bay and ambulance service are available at all times at the Site and at any accommodation for Contractor's and Procuring Entity's Personnel, and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics.

The Contractorshallappoint anaccidentpreventionofficerattheSite,responsibleformaintainingsafetyand protectionagainst accidents.Thispersonshall bequalified for thisresponsibilityandshall have theauthority to issue instructions and take protective measures to prevent accidents. Throughout the execution of the Works, the Contractor shall provide what ever is required by this person to exercise this responsibility and authority.

The Contractor shall send, to the Engineer, details of any accident assoon as practicable after itsoccurrence. TheContractorshallmaintainrecordsandmakereportsconcerninghealth,safetyandwelfareofpersons,and damage to property, as the Architect may reasonably require.

The Contractor shall conduct an awareness programme on HIV and other sexually transmitted diseases viaanapproved service provider and shall undertake suchother measurestaken toreduce theriskof thetransfer of these diseases between and among the Contractor's Personnel and the local community, to promote early diagnosis and to assist affected individuals.

Contractor'sSuperintendence

Throughout the execution of the Works, and as long thereafter as is necessary to fulfil the Contractor's obligations, the Contractor shall provide all necessary super intendence to plan, arrange, direct, manage, inspect and test the work.

Superintendenceshallbegivenbyasufficientnumberofpersonshavingadequateknowledgeofthelanguage forcommunications(definedinSub-Clause1.4[LawandLanguage])andoftheoperationstobecarriedout (includingthemethodsandtechniquesrequired,thehazardslikelytobeencounteredandmethodsof preventing accidents), for the satisfactory and safe execution of the Works.

Contractor'sPersonnel

The Contractor's Personnelshallbeappropriately qualified,skilledandexperiencedintheirrespective trades or occupations. The Contractors Key personnel shall be named in the Special Conditions of Contract. The Architectmay requiretheContractortoremove (orcausetoberemoved) anypersonemployed ontheSiteor Works, including the Contractor's Representative if applicable, who:

a) Persistsinanymisconductorlackofcare,
b) Carriesoutdutiesin competentlyornegligently,
c) failstoconformwithanyprovisionsoftheContract,
d) persistsinanyconductwhichisprejudicial tosafety,health,ortheprotectionoftheenvironment,or
e) basedonreasonableevidence,isdeterminedtohaveengagedinFraudandCorruptionduringthe execution ofthe Works.

Ifappropriate,theContractorshallthenappoint(orcause tobeappointed)asuitablereplacementperson.

RecordsofContractor'sPersonnelandEquipment

The Contractor shall submit, to the Engineer, details showing the number of each class of Contractor's Personnel and of each type of Contractor's Equipment on the Site. Details shall be submitted each calendar month, in a form approved by the Engineer, until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works.

DisorderlyConduct

TheContractorshallatalltimestakeallreasonableprecautionstopreventanyunlawful,riotousordisorderly conduct by or amongst the Contractor's Personnel, and to preserve peace and protection of persons and property on and near the Site.

ForeignPersonnel

TheContractorshallnotemployforeignpersonnelunlessthecontractordemonstratesthattherearen o Kenyans with the required skills.

The Contractor shall be responsible for the return of any foreign personnel to the place where they were recruitedortotheirdomicile.IntheeventofthedeathinKenya ofanyofthesepersonnelormembersoftheir families,theContractorshallsimilarlyberesponsibleformakingtheappropriatearrangementsfortheirreturn or burial.

Supplyof Water

The Contractor shall, having regard to local conditions, provide on the Sitea n adequate supply of drinking and other water for the use of the Contractor's Personnel.

MeasuresagainstInsectandPestNuisance

TheContractorshallatalltimestakethenecessaryprecautionstoprotecttheContractor'sPersonnelemployed ontheSitefrominsectandpestnuisance,andtoreducethedangertotheirhealth.TheContractorshallcomply with all the regulations of the local health authorities, including use of appropriate insecticide.

AlcoholicLiquororDrugs

The Contractor shall not, otherwise than in accordance with the Laws of Kenya, onsite, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal there of by Contractor's Personnel.

ProhibitionofForcedorCompulsoryLabour

The Contractor shall not employ forced labor, which consists of any work or service, not voluntarily performed,thatisexactedfromanindividualunderthreatofforceorpenalty,andincludesanykindof

1i0n v7ol untaryor compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.

ProhibitionofHarmfulChildLabor

The Contractor shall not employ children in a manner that is economically exploitative, or is likely to be hazardous,ortointerferewith,thechild's education,ortobeharmfultothechild's healthorphysical,mental, spiritual, moral, or social development. Where the relevant labour laws of Kenya have provisions for employment of minors, the Contractor shall follow those laws applicable to the Contractor. Children below the age of 18 years shall not be employed in dangerous work.

EmploymentRecordsofWorkers

TheContractorshallkeepcompleteandaccuraterecordsoftheemploymentoflabourattheSite.Therecords shall include the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to theEngineer. Theserecords shall be included in thedetails tobesubmittedbytheContractorunderSub-Clause6.10[RecordsofContractor'sPersonnelandEquipment].

Workers' Organizations

The Contractor shall comply with the relevant labor laws that recognize workers' rights to form and to join workers' organizations of their choosing without interference.

Non-DiscriminationandEqualOpportunity

TheContractorshallbasethelabouremployment ontheprincipleofequalopportunity andfairtreatment and shall not discriminate with respect to aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, accessto training, promotion, termination of employ mentor retirement, and discipline.

7. PLANT,MATERIALSANDWORKMANSHIP

MannerofExecution

TheContractorshallcarryoutthemanufacture/assembleofplant,theproductionandmanufactureof Materials, and all other execution of the Works:

a) Inthemanner(ifany)specifiedintheContract,
b) inaproperworkmanlikeandcarefulmanner,inaccordancewithrecognizedgoodpractice,and
c) withproperlyequippedfacilitiesandnon-hazardousMaterials,exceptasotherwisespecifiedinthe Contract.

Samples

TheContractorshallsubmitthefollowingsamplesof Materials,andrelevantinformation,totheArchitect for consent prior to using the Material sin or for the Works:

a) manufacturer'sstandardsamplesofMaterialsandsamplesspecifiedintheContract,allatthe Contractor's cost, and
b) additionalsamplesinstructed bytheArchitectasaVariation.

EachsampleshallbelabeledastooriginandintendeduseintheWorks.

Inspection

TheProcuringEntity'sPersonnelshallatallreasonabletimes:

a) Have fullaccesstoall partsoftheSiteandtoall placesfromwhichnaturalMaterialsarebeing obtained, and
b) during production, manufacture and construction (at the Site and elsewhere), be entitled to examine, inspect, measure and test the materials and workmanship, and to check the progress of manufacture of Plant and production and manufacture of Materials.

TheContractorshallgivetheProcuringEntity'sPersonnelfullopportunitytocarryoutthesactivities,

1108 ion including providing access, facilities, permissions and safety equipment. No such activity shall relieve the Contractor from any obligation or responsibility.

The Contractor shall give notice to the Architect whenever any work is ready and before it is covered up, put out of sight, or packaged for storage or transport. The Architect shall then either carry out the examination, inspection, measurement or testing without unreasonable delay, or promptly give notice to the Contractor that the Architect does not require to do so. If the Contractor fails to give the notice, he shall, if and when required by the Engineer, uncover the work and there after reinstate and make good, all at the Contractor's cost.

Testing

This Sub-Clause shall apply to all tests specified in the Contract.

Except as otherwise specified in the Contract, the Contractor shall provide all apparatus, assistance, documents and other information, electricity, equipment, fuel, consumables, instruments, labor, materials, and suitably qualified and experienced staff, as are necessary to carry out the specified tests efficiently. The Contractor shall agree, with the Engineer, the time and place f or t he specified testing of any Plant, Materials and other parts of the Works.

The Architect may, under Clause 13 [Variations and Adjustments], vary the location or details of specified tests, or instruct the Contractor to carry out additional tests. If these varied or additional tests show that the tested Plant, Materials or workmanship is not in accordance with the Contract, the cost of carrying out this Variation shall be borne by the Contractor, not withstanding other provisions of the Contract.

The Architect shall give the Contractor not less than 24 hours' notice of the Architect intention to attend the tests. If the Architect does not attend at the time and place agreed, the Contractor may proceed with the tests, unless otherwise instructed by the Engineer, and the tests shall then be deemed to have been made in the Architect presence.

If the Contractor suffers delay and/ or incurs Cost from complying with these instructions or as a result of a delay for which the Procuring Entity is responsible, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
b) payment of any such Cost-plus profit, which shall be included in the Contract Price.

After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

The Contractor shall promptly forward to the Architect duly certified reports of the tests. When the specified tests have be en passed, the Architect shall endorse the Contractor's test certificate, or issue a certificate to him, to that effect. If the Architect has not attended the tests, he shall be deemed to have accepted the readings as accurate.

Rejection

If, as a result of an examination, inspection, measurement or testing, any Plant, Materials or workmanship is found to be defective or otherwise not in accordance with the Contract, the Architect may reject the Plant, Materials or workmanship by giving notice to the Contractor, with reasons. The Contractor shall then promptly make good the defect and ensure that the rejected item complies with the Contract.

If the Architect requires this Plant, Materials or workmanship to be re tested, the tests shall be repeated under the same terms and conditions. If the rejection and retesting cause the Procuring Entity to incur additional costs, the Contractor shall subject to Sub-Clause 2.5 [Procuring Entity's Claims] pay these costs to the Procuring Entity.

Remedial Work

Notwithstanding any previous test or certification, the Architect may instruct the Contractor to:

a) Remove from the Site and replace any Plant or Materials which is not in accordance with the Contract,
b) remove and re-execute any other work which is not in accordance with the Contract, and
c) execute any work which is urgently required for the safety of the Works, whether because of an accident, unforeseen able event or otherwise.

10 TheContractorshallcomplywiththeinstructionwithinareasonabletime,whichshallbethetime(ifany) specified in the instruction, or immediately if urgency is specified under sub-paragraph (c).

If theContractorfailstocomply withtheinstruction,theProcuringEntityshallbeentitledtoemployandpay other persons to carry out the work. Except to the extent that the Contractor would have been entitled to payment for the work, the Contractor shall subject to Sub-Clause 2.5 [Procuring Entity's Claims] pay to the Procuring Entity all costs arising from this failure.

If the contractor repeatedly delivers defective work, the Procuring Entity may consider termination in accordance with Clause 15.

Ownershipof PlantandMaterials

ExceptasotherwiseprovidedintheContract,eachitemofPlantandMaterialsshallbecomethepropertyofthe Procuring Entity at whichever is the earlier of the following times, free from liens and other encumbrances:

a) WhenitisincorporatedintheWorks;

b) whentheContractorispaidthecorrespondingvalueofthePlantandMaterialsunderSub-Clause8.10 [Payment for Plant and Materials in Event of Suspension].

Royalties

UnlessotherwisestatedintheSpecification,theContractorshallpayallroyalties,rentsandotherpaymentsfor:

a) Naturalmaterialsobtainedfromoutsidethe Site,and

b) thedisposal of material from demolitions and excavations and of other surplus material (whether natural orman-made), except to the extent that disposal are as within theSite are specified in the Contract.

8. COMMENCEMENT,DELAYSANDSUSPENSION

CommencementofWorks

Exceptas otherwise specified in the Special Conditions of Contract, the Commencement Date shall be the date at which the following precedent condition shave all been fulfilled and the Architect notification recordingtheagreement ofbothPartiesonsuchfulfilment andinstructingtocommencethe Workisreceived by the Contractor:

a) Signature of the Contract Agreement by both Parties, and if required, approval of the Contract by relevant authorities of Kenya;

b) except if otherwise specified in the Special Conditions of Contract, effective access to and possession of the Site given to the Contractor together with such permission(s) under (a) of Sub-Clause 1.13 [Compliance with Laws] as required for the commencement of the Works.

c) ReceiptbytheContractoroftheAdvancePaymentunderSub-Clause14.2[AdvancePayment]provided that the corresponding bank guarantee has been delivered by the Contractor.

IfthesaidArchitectinstructionisnotreceivedbytheContractorwithin180daysfromhisreceiptoftheLetter of Acceptance, the Contractor shall be entitled to terminate the Contract under Sub-Clause1 6.2 [Terminationby Contractor].

TheContractorshallcommencetheexecutionoftheWorksassoonasisreasonablypracticableafterthe Commencement Date and shal lthen proceed with the Works with due expedition and without delay.

TimeforCompletion

TheContractorshallcompletethewholeoftheWorks,andeachSection(if any),withintheTime for Completion for the Works or Section (as the case may be), including:

a) AchievingthepassingoftheTestsonCompletion,and

b) completing all work which is stated in the Contract as being required for the Works or Section to be consideredto becompleted for thepurposes of taking-over under Sub-Clause10.1 [TakingOver of the Works and Sections].

Programme

TheContractorshallsubmitadetailedtimeprogrammetotheArchitectwithin14daysafterreceivingthe

1n1o0tice under Sub-Clause8.1 [Commencementof Works]. TheContractor shall also submita revised programmewheneverthepreviousprogrammeisinconsistentwithactualprogressorwiththeContractor's obligations. Each programme shall include:

a) The order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage of design (if any), Contractor's Documents, procurement, manufacture of Plant, delivery to Site, construction, erection and testing,

b) each of these stages for work by each nominated Subcontractor (as defined in Clause 5 [Nominated Subcontractors]),

c) thesequenceandtimingofinspectionsandtestsspecifiedintheContract,and

d) asupportingreportwhichincludes:

   i) ageneraldescriptionofthemethodswhichtheContractorintendstoadopt,andofthemajor stages, in the execution of the Works, and

   ii) detailsshowingtheContractor'sreasonableestimateofthenumberofeachclassofContractor's Personnelandofeachtypeof Contractor'sEquipment,requiredontheSiteforeachmajorstage.

Unless the Engineer, within 14 days after receiving a programme, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the programme, subject to his other obligations under the Contract. The Procuring Entity's Personnel shall be entitled to rely upon the programme when planning their activities.

TheContractorshallpromptlygivenoticetotheArchitectofspecificprobablefutureeventsor circumstances which may adversely affect the work, increase the Contract Price or delay the execution of the Works.

If, at anytime, the Architect gives notice to the Contractor that a programme fails (to the extent stated) to comply with the Contractor to be consistent with actual progress and the Contractor's stated intentions, the Contractor shall submit a revised programme to the Architect in accordance with this Sub-Clause.

ExtensionofTimeforCompletion

TheContractorshallbe entitledsubjecttoSub-Clause20.1[Contractor'sClaims] toanextensionof theTime for Completion if and to the extent that completion for the purposes of Sub-Clause 10.1 [Taking Over of the Works and Sections] is or will be delayed by any of the following causes:

a) a Variation (unless an adjustment to the Time for Completion has been agreed under Sub-Clause 13.3 [Variation Procedure]) or other substantial change in the quantity of an item of work included in the Contract,

b) acauseofdelaygivinganentitlementtoextensionoftimeunderaSub-ClauseoftheseConditions,

c) exceptionallyadverseclimaticconditions,

d) Unforeseeableshortagesintheavailabilityofpersonnelor Goodscausedbyepidemicor governmental actions, or

e) anydelay,impedimentorpreventioncausedbyorattributabletotheProcuringEntity,theProcuring Entity's Personnel, or the Procuring Entity's other contractors.

Ifthe Contractor considers itself to be entitled to an extension of the Time for Completion, the Contractor shall give notice to the Architect in accordance with Sub-Clause 20.1 [Contractor's Claims]. When determiningeachextensionoftimeunderSub-Clause20.1,theArchitectshallreviewpreviousdeterminations and may increase, but shall not decrease, the total extension of time.

DelaysCausedbyAuthorities

Ifthefollowingconditionsapply,namely:

a) TheContractorhasdiligentlyfollowedtheprocedureslaiddownbytherelevantlegallyconstituted public authorities in Kenya,

b) Theseauthoritiesdelayordisrupt theContractor'swork,and

c) thedelayordisruptionwasUnforeseeable,thenthisdelayordisruptionwillbeconsideredasacause of delay under sub-paragraph (b) of Sub-Clause 8.4 [Extension of Time for Completion].

RateofProgress

If,atanytime:

a) ActualprogressistooslowtocompletewithintheTimeforCompletion,and/or

b) Progress has fallen (or will fall) behind the current programme under Sub-Clause 8.3 [Programme], other than as a result of a cause listed in Sub-Clause 8.4 [Extension of Time for Completion], then the Architect may instruct the Contractor to submit, under Sub-Clause 8.3 [Programme], a revised programme and supporting report describing the revised methods which the Contractor proposes to adopt in order to expedite progress and complete within the Time for Completion.

Unless the Architect notifies otherwise, the Contractor shall adopt these revised methods, which mayrequire increasesin theworking hoursand/or inthe numbers of Contractor's Personnel and/or Goods, at therisk and cost of the Contractor. If these revised methods cause the Procuring Entity to incur additional costs, the Contractor shall subject to notice under Sub-Clause 2.5 [Procuring Entity's Claims] pay these costs to the Procuring Entity, in addition to delay damages (if any) under Sub-Clause 8.7 below.

Additionalcosts of revised methods including acceleration measures, instructed by the Architect to reduce delays resulting from causes listed under Sub-Clause 8.4 [Extension of Time for Completion] shall be paid bytheProcuringEntity,withoutgenerating, however,anyotheradditionalpayment benefittotheContractor.

DelayDamages

If the Contractor fails to comply with Sub-Clause 8.2 [Time for Completion], the Contractor shall subject to notice under Sub-Clause 2.5 [Procuring Entity's Claims] pay delay damages to the Procuring Entity for this default. These delay damages shall be the sum stated in the **Special Conditions of Contract**, which shall be paid for everyday which shall elapse between the relevant Time for Completion and the date stated in the taking-Over Certificate.However, thetotalamountdueunderthisSub-Clauseshallnotexceedthemaximum amount of delay damages (if any) stated in the Special Conditions of Contract.

Thesedelay damages shall be the only damages due from the Contractor for such default, other than in the event of termination under Sub-Clause 15.2 [Termination by Procuring Entity] prior to completion of the Works. These damages shall not relieve the Contractor from his obligation to complete the Works, or from any other duties, obligations or responsibilities which he may have under the Contract.

SuspensionofWork

The Architect may at anytime instruct the Contractor to suspend progress of part or all of the Works.During such suspension, the Contractor shall protect, store and secure such part or the Works a gainst any deterioration, loss or damage.

The Architect may also notify the cause for the suspension. If and to the extent that the cause is notified and is the responsibility of the Contractor, the following Sub-Clauses 8.9, 8.10 and 8.11 shall not apply.

ConsequencesofSuspension

If the Contractor suffers delay and/or incurs Cost from complying with the Architect instructions under Sub-Clause 8.8 [Suspension of Work] and/or from resuming the work, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

a) anextensionoftimeforanysuchdelay,ifcompletionisor willbedelayed,underSub-Clause8.4 [Extension of Time for Completion], and

b) PaymentofanysuchCost,whichshallbeincludedintheContract Price.

After receivingthisnotice,theArchitectshallproceedinaccordancewithSub-Clause3.5[Determinations]to agree or determine these matters.

TheContractorshallnotbeentitledtoanextensionoftime for,ortopayment oftheCostincurredin,making good the consequences of the Contractor's faulty design, workmanship or materials, or of the Contractor's failure to protect, store or secure in accordance with Sub-Clause 8.8 [Suspension of Work].

PaymentforPlant andMaterialsinEventofSuspension

TheContractorshallbeentitledtopaymentofthevalue(asatthedateofsuspension)ofPlantand/or

11 Materials which have not been delivered to Site, if:

a) The work on Plant or delivery of Plant and/or Materials has been suspended for more than 30 days, and

b) the Contractor has marked the Plant and/or Materials as the Procuring Entity's property in accordance with the Architect instructions.

Prolonged Suspension

If the suspension under Sub-Clause 8.8 [Suspension of Work] has continued for more than 84 days, the Contractor may request the Architect permission to proceed. If the Architect does not give permission within 30 days after being requested to do so, the Contractor may, by giving notice to the Engineer, treat the suspension as an omission under Clause 13 [Variations and Adjustments] of the affected part of the Works. If the suspension affects the whole of the Works, the Contractor may give notice of termination under Sub-Clause 16.2 [Termination by Contractor].

Resumption of Work

After the permission or instruction to proceed is given, the Contractor and the Architect shall jointly examine the Works and the Plant and Materials affected by the suspension. The Contractor shall make good any deterioration or defect in or loss of the Works or Plant or Materials, which has occurred during the suspension after receiving from the Architect an instruction to this effect under Clause 13 [Variations and Adjustments].

9. TESTS ON COMPLETION

Contractor's Obligations

The Contractor shall carry out the Tests on Completion in accordance with this Clause and Sub-Clause 7.4 [Testing], after providing the documents in accordance with sub-paragraph (d) of Sub-Clause 4.1 [Contractor's General Obligations].

The Contractor shall give to the Architect not less than 21 days' notice of the date after which the Contractor will be ready to carry out each of the Tests on Completion. Unless otherwise agreed, Tests on Completion shall be carried out within 14 days after this date, on such day or days as the Architect shall instruct.

In considering the results of the Tests on Completion, the Architect shall make allowances for the effect of any use of the Works by the Procuring Entity on the performance or other characteristics of the Works. As soon as the Works, or a Section, have passed any Tests on Completion, the Contractor shall submit a certified report of the results of these Tests to the Engineer.

Delayed Tests

If the Tests on Completion are being unduly delayed by the Procuring Entity, Sub-Clause 7.4 [Testing] (fifth paragraph) and/ or Sub-Clause 10.3 [Interference with Tests on Completion] shall be applicable.

If the Tests on Completion are being unduly delayed by the Contractor, the Architect may by notice require the Contractor to carry out the Tests within 21 days after receiving the notice. The Contractor shall carry out the Tests on such day or days within that period as the Contractor may fix and of which he shall give notice to the Engineer.

If the Contractor fails to carry out the Tests on Completion within the period of 21 days, the Procuring Entity's Personnel may proceed with the Test sat the risk and cost of the Contractor. The Tests on Completion shall then be deemed to have been carried out in the presence of the Contractor and the results of the Tests shall be accepted as accurate.

Retesting of related works

If the Works, or a Section, fail to pass the Tests on Completion, Sub-Clause 7.5 [Rejection] shall apply, and the Architect or the Contractor may require the failed Tests, and Tests on Completion on any related work, to be repeated under the same terms and conditions.

Failure to Pass Tests on Completion

If the Works, or a Section, fail to pass the Tests on Completion repeated under Sub-Clause 9.3 [Retesting], the Architect shall be entitled to:

1a1)3OrderfurtherrepetitionofTestsonCompletionunderSub-Clause9.3;or

b) ifthefailuredeprivestheProcuringEntityofsubstantiallythewholebenefitofthe WorksorSection, reject the Works or Section (as the case may be), in which event the Procuring Entity shall have the sameremediesasareprovidedinsub-paragraph(c)ofSub-Clause11.4[FailuretoRemedyDefects].

10. PROCURINGENTITY'STAKINGOVER

TakingOveroftheWorksandSections

Except as stated in Sub-Clause 9.4 [Failure to Pass Tests on Completion], the Works shall be taken over by theProcuring Entity when(i) theWorkshave beencompleted inaccordance with the Contract,including the mattersdescribedinSub-Clause8.2[TimeforCompletion]andexceptasallowedinsub-paragraph(a)below, and (ii) a Taking-Over Certificate for the Works has been issued, or is deemed to have been issued in accordance with this Sub-Clause.

The Contractor may apply by notice to the Architect for a Taking-Over Certificate not earlier than 14 days before the Works will, in the Contractor's opinion, be complete and ready for taking over. If the Works are divided into Sections, the Contract or may similarly apply for a Taking-Over Certificate for each Section.

TheArchitectshall,within30daysafterreceivingtheContractor'sapplication:

a) IssuetheTaking-OverCertificatetotheContractor,statingthedateonwhichtheWorksorSectionwere completed in accordance with the Contract, except for any minor out standing work and defects which will not substantially affect the use of the Works or Section for their intended purpose (either until or whilst this work is completed and these defects are remedied); or

b) rejecttheapplication,givingreasonsandspecifyingtheworkrequiredtobedonebytheContractorto enabletheTaking-Over Certificatetobe issued. TheContractorshallthen completethis workbefore issuing a further notice undert his Sub-Clause.

If theArchitectfailseithertoissuetheTaking-OverCertificateortorejecttheContractor's applicationwithin the period of 30 days, and if the Works or Section (as the case may be) are substantially in accordance with the Contract, the Taking-Over Certificate shall be deemed to have been issued on thel ast day of that period.

TakingOverofPartsoftheWorks

TheArchitectmay,at thesolediscretionoftheProcuringEntity,issueaTaking-Over Certificatefor anypart of the Permanent Works.

The Procuring Entity shall not use any part of the Works (other than as a temporary measure which is either specified in the Contract or agreed by both Parties) unless and until the Architect has issued a Taking-Over Certificate for this part. However, if the Procuring Entity does use any part of the Works before the Taking-Over Certificate is issued:

a) Thepartwhichisusedshallbedeemedtohavebeentakenoverasfromthedateonwhichitisused,

b) theContractorshallceasetobeliableforthecareofsuchpartasfromthisdate,whenresponsibility shall pass to the Procuring Entity, and

c) ifrequestedbytheContractor,theArchitect shall issueaTaking-Over Certificateforthispart.

AftertheArchitecthasissuedaTaking-Over CertificateforapartoftheWorks,theContractorshallbegiven the earliest opportunity to take such steps as may be necessary to carry out any outstanding Tests on Completion.TheContractorshallcarryouttheseTestsonCompletionassoonaspracticablebeforetheexpiry date of the relevant Defects Notification Period.

If the Contractor incurs Cost as a result of theProcuring Entity taking over and/or using a part of theWorks, other than such use as is specified in the Contractor agreed by the Contractor, the Contractor shall (i) give noticetotheArchitectand(ii)beentitledsubjecttoSub-Clause 20.1[Contractor'sClaims]topayment ofany such accrued costs, which shall be included in the Contract Price. After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine this accrued cost.

If aTaking-OverCertificatehasbeenissuedforapartof theWorks(other thanaSection),thedelay damages there after for completion of the remainder of the Works shall be reduced. Similarly, the delay damages for the remainder of the Section (if any) in which this part is included shall also be reduced. For any period of delay after the date stated in this Taking-Over Certificate, the proportional reduction in these delay damages shallbecalculatedastheproportionwhichthevalueof thepartsocertifiedbearstothevalueoftheWorksor Section (as the case may be) as a whole. The Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these proportions. The provisions of this paragraph shall only apply

1t1o4thedailyrateofdelaydamagesunderSub-Clause8.7[DelayDamages]andshallnotaffectthemaximum amount of these damages.

InterferencewithTestsonCompletion

If the Contractor is prevented, for more than 14 days, from carrying out the Tests on Completion by a cause for which the Procuring Entity is responsible, the Procuring Entity shall be deemed to have taken over the Worksor Section(asthecasemay be) on thedate whentheTestsonCompletionwouldotherwisehave been completed.

The Architect shall then issue a Taking-Over Certificate accordingly, and the Contractor shall carry out the Tests on Completion as soon as practicable, before the expiry date of the Defects Notification Period. The Architect shall requiretheTestson Completiontobe carried out by giving14 days' notice andinaccordance with the relevant provisions of the Contract.

If the Contractor suffers delay and/or incurs Cost as a result of this delay in carrying out the Tests on Completion,the Contractor shall give noticeto theArchitect andshall beentitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

a) anextensionoftimeforanysuchdelay,ifcompletionisorwillbedelayed,underSub-Clause8.4 [Extension of Time for Completion], and
b) paymentof anysuchaccruedcosts,whichshallbeincludedintheContractPrice.

After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

SurfacesRequiringReinstatement

ExceptasotherwisestatedinaTaking-OverCertificate,acertificateforaSectionorpartoftheWorksshall not be deemed to certify completion of any ground or other surfaces requiring reinstatement.

11. DEFECTSLIABILITY

CompletionofOutstandingWorkandRemedyingDefects

In order that the Works and Contractor's Documents, and each Section, shall be in the condition required by the Contract (fairwear and tear excepted) by the expiry date of the relevant Defects Notification Period or as soon as practicable there after, the Contractor shall:

a) completeanyworkwhichisoutstandingonthedatestatedinaTaking-Over Certificate,withinsuch reasonable time as is instructed by the Engineer, and
b) execute all work required to remedy defects or damage, as may be notified by (or on behalf of) the ProcuringEntityonorbeforetheexpirydateoftheDefectsNotificationPeriodfortheWorksorSection (as the case may be).

Ifadefectappearsordamageoccurs,theContractorshallbenotifiedaccordinglybytheEngineer.

CostofRemedyingDefects

All work referred to in sub-paragraph (b) of Sub-Clause 11.1 [Completion of Outstanding Work and RemedyingDefects] shallbeexecuted attheriskandcostofthe Contractor,ifand totheextentthatthework is attributable to:

a) AnydesignforwhichtheContractorisresponsible,
b) Plant,Materialsorworkmanshipnotbeinginaccordancewiththe Contract,or
c) FailurebytheContractor tocomplywithanyother obligation.

If andtotheextentthatsuchworkis attributabletoanyothercause, theContractor shall benotifiedpromptly by (or on behalf of) the Procuring Entity, and Sub-Clause 13.3 [Variation Procedure] shall apply.

ExtensionofDefectsNotificationPeriod

TheProcuring Entity shall be entitled subject to Sub-Clause 2.5 [Procuring Entity's Claims] to an extension of theDefectsNotificationPeriodfortheWorksor a Sectionif andtotheextent that theWorks, Sectionor a majoritemofPlant (asthecasemaybe,andaftertakingover)cannot beusedforthepurposesforwhichthey

11.5 are intended by reason of a defector by reason of damage attributable to the Contractor. However, a Defects Notification Period shall not be extended by more than two years.

If delivery and/ or erection of Plant and/ or Materials was suspended under Sub-Clause 8.8 [Suspension of Work] or Sub-Clause 16.1 [Contractor's Entitlement to Suspend Work], the Contractor's obligations under this Clause shall not appl yto any defects or damage occurring more than two years after the Defects Notification Period for the Plant and/ or Materials would otherwise have expired.

Failure to Remedy Defects

If the Contractor fails to remedy any defect or damage within a reasonable time, a date may be fixed by the Engineer, on or by which the defect or damage is to be remedied. The Contractor shall be given reasonable notice of this date.

If the Contractor fails to remedy the defect or damage by this notified date and this remedial work was to be executed at the cost of the Contractor under Sub-Clause 11.2[Costo f Remedying Defects], the Procuring Entity may (at his option):

(a) Carry out the work itself or by others, in a reasonable manner and at the Contractor's cost, but the Contractor shall have no responsibility for this work; and the Contractor shall subject to Sub-Clause 2.5 [Procuring Entity's Claims] pay to the Procuring Entity the costs reasonably incurred by the Procuring Entity in remedying the defect or damage;

(b) Require the Architect to agree or determine a reasonable reduction in the Contract Price in accordance with Sub-Clause 3.5 [Determinations]; or

(c) if the defector damage deprives the Procuring Entity of substantially the whole benefit of the Works or any major part of the Works, terminate the Contract as a whole, or in respect of such major part which cannot be put to the intended use. Without prejudice to any other rights, under the Contractor otherwise, the Procuring Entity shall then be entitled to recover all sums paid for the Works or for such part (as the case may be), plus financing costs and the cost of dismantling the same, clearing the Site and returning Plant and Materials to the Contractor.

Removal of Defective Work

If the defector damage cannot be remedied expeditiously on the Site and the Procuring Entity gives consent, the Contractor may remove from the Site for the purposes of repair such items of Plant as are defective or damaged. This consent may require the Contractor to increase the amount of the Performance Security by the full replacement cost of these items, or to provide other appropriate security.

Further Tests

If the work of remedying of any defector damage may affect the performance of the Works, the Architect may require the repetition of any of the tests described in the Contract. The requirement shall be made by notice within 14 days after the defect or damage is remedied.

These tests shall be carried out in accordance with the terms applicable to the previous tests, except that they shall be carried out at the risk and cost of the Party liable, under Sub-Clause 11.2 [Cost of Remedying Defects], for the cost of the remedial work.

Right of Access

Until the Completion Certificate has been issued, the Contractor shall have such right of access to the Works as is reasonably required in order to comply with this Clause, except as may be inconsistent with the Procuring Entity's reasonable security restrictions.

Contractor to Search

The Contractor shall, if required by the Engineer, search for the cause of any defect on part of the works that have already accepted, under the direction of the Engineer. Unless the defect is to be remedied at the cost of the Contractor under Sub-Clause 11.2 [Cost of Remedying Defects], the Cost of the search plus profit shall be agreed or determined by the Architect in accordance with Sub-Clause 3.5 [Determinations] and shall be included in the Contract Price.

Completion Certificate

Performance of the Contractor's obligations shall not be considered to have been completed until the Architect has issued the Completion Certificate to the Contractor, stating the date on which the Contractor completed

1h1is6obligationsundertheContract.

TheArchitect shall issue the Completion Certificate within 30days after the latest of the expiry dates of the DefectsLiability Period, or as soon thereafter as theContractor has supplied all the Contractor's Documents and completed and tested all the Works, including remedying any defects. A copy of the Completionn Certificate shall be issued to the Procuring Entity.

OnlytheCompletionCertificateshallbedeemedtoconstituteacceptanceoftheWorks.

UnfulfilledObligations

After the Completion Certificate has been issued, each Party shall remain liable for the fulfilment of any obligation which remains unperformed at that time. For the purposes of determining the nature and extentof unperformed obligations, the Contract shall be deemed to remain in force.

Clearanceof Site

Upon receiving the Completion Certificate, the Contractor shall remove any remaining Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works from the Site.

Ifall these items have not been removed within 30 days after receipt by the Contractor of the Completion Certificate,theProcuringEntitymaysellor otherwisedisposeofanyremainingitems.TheProcuringEntity shallbeentitledtobepaidthecostsincurred inconnectionwith, orattributable to,suchsaleor disposal and restoring the Site.

Any balance of the moneys from the sale shall be paid to the Contractor. If these moneys are less than the Procuring Entity's costs, the Contractor shall pay the outstanding balance to the Procuring Entity.

12. MEASUREMENTANDEVALUATION

WorkstobeMeasured

TheWorksshall bemeasured, andvalued for payment,in accordance with this Clause.The Contractorshall show in each application under Sub-Clauses 14.3 [Application for Interim Payment Certificates], 14.10 [Statement on Completion] and 14.11 [Application for Final Payment Certificate] the quantities and other particulars detailing the amounts which he considers to be entitled under the Contract.

WhenevertheArchitectrequiresanypartoftheWorkstobemeasured,reasonablenoticeshallbegivento the Contractor's Representative, who shall:

a) promptlyeitherattendorsendanotherqualifiedrepresentativetoassisttheArchitectinmakingthe measurement, and
b) supplyanyparticularsrequestedbytheEngineer.

IftheContractorfailstoattendorsendarepresentative,themeasurementmadebytheArchitectshallbe accepted as accurate.

Except asotherwisestatedintheContract,whereveranyPermanentWorksaretobemeasuredfromrecords, theseshallbepreparedbytheEngineer.TheContractorshall,asandwhenrequested,attendtoexamineand agreet her ecordswiththeEngineer, andshall sign thesame when agreed. If theContractor doesnot attend, the records shall be accepted as accurate.

If the Contractor examines and disagrees the records, and/ or does not sign them as agreed, then the Contractorshallgive noticetotheArchitectoftherespectsinwhichtherecordsareassertedtobeinaccurate. Afterreceivingthisnotice,theArchitectshallreviewtherecordsandeitherconfirmorvarythemandcertify the paymentofthe undisputed part. If the Contractor does not so give notice to the Architect within 14 days after being requested to examine the records, they shall be accepted as accurate.

MethodofMeasurement

ExceptasotherwisestatedintheContract:

a) Measurementshallbemadeofthenetactualquantityofeachitemofthe PermanentWorks, and
b) themethodofmeasurementshallbeinaccordancewiththeBillofQuantitiesorotherapplicable Schedules.

11 E7 valuation

Except as otherwise stated in the Contract, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine the value of workd one by evaluating each item of work, applying the measurement agreed or determined in accordance with the above Sub-Clauses 12.1 and 12.2 and the appropriate rate or price for the item.

Foreach item of work, the appropriate rate or price for the item shall be the rate or price specified for such item in the Contractor, if there is no such item, specified for similar work.

AnyitemofworkincludedintheBillofQuantitiesforwhichnorateorpricewasspecifiedshallbeconsidered as included in other rates and prices in the Bill of Quantities and will not be paid for separately.

However,foranewitemofwork,anewrateorpriceshallbeappropriateforsuchitemofworkif:

a) TheworkisinstructedunderClause13[VariationsandAdjustments],
b) norateorpriceisspecifiedintheContractforthisitem,and
c) nospecifiedrateorpriceisappropriatebecausetheitemofworkisnotofsimilarcharacter,orisnot executed under similar conditions, as any item in the Contract.

Each new rate or price shall be derived from any relevant rates or prices in the Contract. If no rates or prices are relevant for the new item of work, it shall be derived from the reasonable Cost of executing such work, prevailing market rates, together with profit, taking account of any other relevant matters.

Until such time as an appropriate rate or price is agreed or determined, the Architect shall determine a provisional rate or price for the purposes of Interim Payment Certificates as soon as the concerned work commences.

Wherethe contract price is different fromthe corrected tender price, in order to ensure the contractor isnot paid less or more relative to the contract price (*which would be the tender price*), payment valuation certificatesand variationordersonomissionsandadditionsvaluedbasedon ratesintheBillofQuantitiesor scheduleofratesintheTender,willbeadjustedbyaplusorminuspercentage.Thepercentage alreadyworked outduringtenderevaluationisworkedoutasfollows:*(correctedtenderprice–tenderprice)/tenderpriceX100*.

Omissions

Whenevertheomissionofanyworkformspart(orall)ofaVariation,thevalueofwhichhasnotbeenagreed, if:

a) The Contractor will incur (or has incurred) cost which, if the work had not been omitted, wouldhavebeendeemedtobecoveredbyasumformingpartoftheAcceptedContractAmount;
b) Theomissionoftheworkwillresult(orhasresulted)inthissumnotformingpartoftheContractPrice; and
c) this cost is not deemed to be included in the evaluation of any substituted work; then the Contractor shall give notice to the Architect accordingly, with supporting particulars. Upon receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine this cost, which shall be included in the Contract Price.

13. VARIATIONSANDADJUSTMENTS

RighttoVary

Variations may be initiated by the Architect at any time prior to issuing the Taking-Over Certificate for the Works,eitherbyaninstructionorbyarequestfortheContractortosubmitaproposal.NoVariationinstructed by the Architect under this Clause shall in any way vitiate or in validate the Contract.

The Contractorshall executeandbe bound by eachVariation,unlesstheContractor promptlygives notice to the Architect stating (with supporting particulars) that (i) the Contractor cannot readily obtain the Goods required for the Variation, or (ii) such Variation triggers a substantial change in the sequence or progress of the Works. Upon receiving this notice, the Architect shall cancel, confirm or vary the instruction.

EachVariationmayinclude:

a) changestothequantitiesofanyitemofworkincludedintheContract(however,suchchangesdonot necessarily constitute a Variation),
b) changestothequalityandothercharacteristicsofanyitemofwork,
c) changestothelevels,positionsand/ordimensions ofanypartof theWorks,

1d1)8omissionofanyworkunlessitistobecarriedoutbyothers,

e) anyadditionalwork,Plant,MaterialsorservicesnecessaryforthePermanentWorks,includingany associated Tests on Completion, boreholes and other testing and exploratory work, or

f) changestothesequenceortimingoftheexecutionoftheWorks.

TheContractorshallnotmakeanyalterationand/ormodificationofthePermanentWorks,unlessanduntil the Architect instructs after obtaining approval of the Procuring Entity.

VariationOrderProcedure

Priortoany Variation Order under Sub-Clause 13.1.4 the Architect shall notify the Contractor of the nature andformofsuchvariation.Assoonaspossibleafterhavingreceivedsuchnotice,theContractorshallsubmit to the Engineer:

a) Adescriptionofwork,ifany,tobeperformed andaprogrammeforitsexecution,and

b) theContractor'sproposalsforanynecessarymodificationstotheProgramme accordingtoSub-Clause 8.3ortoanyoftheContractor'sobligationsundertheContract, and

c) theContractor'sproposalsforadjustmenttotheContractPrice.

Following the receipt of the Contractor's submission the Architect shall, after due consultation with the Employer and the Contractor, decide as soon as possible whether or not the variation shall be carried out. If theArchitect decidesthat thevariation shallbe carriedout,he shall issueaVariationOrder clearly identified as such in accordance with the Contractor's submission or as modified by agreement.

If theArchitectandtheContractorareunabletoagreetheadjustmentoftheContractPrice,theprovisionsof Sub-Clause 13.2.2 shall apply.

DisagreementonAdjustmentoftheContractPrice

If theContractorandtheArchitectureunabletoagreeontheadjustment oftheContract Price,theadjustment shall be determined in accordance with the rates specified in the Bills of Quantities or Schedule of Daywork Prices. If the rates contained in the Bills of Quantities or Dayworks Prices are not directly applicable to the specificwork inquestion,suitableratesshall be established bytheArchitect reflectingthelevel of pricingin the Dayworks Prices. Where rates are not contained in the said Prices, the amount shall be such as is in all the circumstances reasonable, reflecting a market price. Due account shall be taken of any over-or under-recoveryofoverheadsbytheContractorinconsequenceofthevariation.TheContractorshallalsobeentitled to be paid:

a) Thecostof anypartialexecutionoftheWorksrendereduselessby anysuchvariation,

b) ThecostofmakingnecessaryalterationstoPlantalreadymanufacturedorinthecourseofmanufacture or of any work done that has to be altered in consequence of such a variation,

c) anyadditionalcostsincurredbytheContractorbythedisruptionoftheprogressoftheWorksas detailed in the Programme, and

d) theneteffectoftheContractor'sfinancecosts,includinginterest,causedbythevariation.

TheArchitectshallonthisbasisdeterminetheratesorpricestoenableon-accountpaymenttobeincludedin certificates of payment.

ContractortoProceed

OnreceiptofaVariationOrder,theContractorshallforthwithproceedtocarryoutthevariationandbebound totheseConditions in sodoing as if such variation wasstated in theContract. The workshall not bedelayed pendingthegrantingofanextensionoftheTime forCompletionoranadjustmenttotheContract Priceunder Sub-Clause31.3.

ValueEngineering

TheContractor may, at anytime, submit to the Architect written proposal which (in the Contractor's opinion) will,ifadopted,(i)acceleratecompletion,(ii)reducethecosttotheProcuringEntityofexecuting,maintaining oroperatingtheWorks, (iii) improve theefficiency orvaluetotheProcuringEntityof thecompleted Works, or (iv)otherwisebeof benefittotheProcuringEntity.

Theproposalshallbepreparedatthecostofthe Contractorandshall includetheitemslistedinSub-Clause 13.3[VariationProcedure].

13.2.3 If a proposal, which is approved by the Engineer, includes a change in the design of part of the Permanent Works, then unless otherwise agreed by both Parties:

a) The Contractor shall design this part,

b) sub-paragraphs (a) to (d) of Sub-Clause 4.1 [Contractor's General Obligations] shall apply, and

c) if this change results in a reduction in the contract value of this part, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine a fee, which shall be included in the Contract Price. This fee shall behalf (50%) of the difference between the following amounts:

i) such reduction in contract value, resulting from the change, excluding adjustments under Sub-Clause 13.8 [Adjustments for Changes in Legislation] and Sub-Clause 13.8 [Adjustments for Changes in Cost], and

ii) the reduction (if any) in the value to the Procuring Entity of the varied works, taking account of any improvement in quality, anticipated life or operational efficiencies.

13.3.4 However, if the amount established in item 13.2.3(c) (i) is less than amount established in item 13.2.3(c(ii), there shall not be a fee. However, if the if the amount established in item 13.2.3 (c) (i) is more than amount established in item 13.2.3 (c (ii), it shall result in a price variation to the Procuring Entity.

Variation Procedure for Value Engineering proposal

If the Architect requests a proposal, prior to instructing a Variation, the Contractor shall respond in writing as soon as practicable, either by giving reasons why he cannot comply (if this is the case) or by submitting:

a) A description of the proposed work to be performed and a programme for its execution,

b) the Contractor's proposal for any necessary modifications to the programme according to Sub-Clause 8.3 [Programme] and to the Time for Completion, and

c) the Contractor's proposal for evaluation of the Variation.

The Architect shall, as soon as practicable after receiving such proposal (under Sub-Clause 13.2 [Value Project Engineering] or otherwise), respond with approval, disapproval or comments. The Contractor shall not delay any work whilst a waiting a response.

Each instruction to execute a Variation, with any requirements for the recording of Costs, shall be issued by the Architect to the Contractor, who shall acknowledge receipt.

Each Variation shall be evaluated in accordance with Clause 12 [Measurement and Evaluation], unless the Architect instructs or approves otherwise in accordance with this Clause.

Payment in Applicable Currencies

If the Contract provides for payment of the Contract Price in more than one currency, then whenever an adjustment is agreed, approved or determined as stated above, the amount payable in each of the applicable currencies shall be specified. For this purpose, reference shall be made to the actual or expected currency proportions of the Cost of the varied work, and to the proportions of various currencies specified for payment of the Contract Price.

Provisional Sums

Each Provisional Sum shall only be used, in whole or in part, in accordance with the Architect instructions, and the Contract Price shall be adjusted accordingly. The total sum paid to the Contractor shall include only such amounts, for the work, supplies or services to which the Provisional Sum relates, as the Architect shall have instructed. For each Provisional Sum, the Architect May instruct:

a) Work to be executed (including Plant, Materials or services to be supplied) by the Contractor and valued under Sub-Clause 13.3 [Variation Procedure]; and/or

b) Plant, Materials or services to be purchased by the Contractor, from a nominated Subcontractor (as defined in Clause 5 [Nominated Subcontractors]) or otherwise; and for which there shall be included in the Contract Price:

i) The actual amounts paid (or due to be paid) by the Contractor, and

ii) a sum for overhead charges and profit, calculated as a percentage of these actual amounts by applying the relevant percentage rate (if any) stated in the appropriate Schedule. If there is no such rate, the percentage rate stated in **the Special Conditions of Contract** shall be applied.

The Contractor shall, when required by the Engineer, produce quotations, invoices, vouchers and accounts or receipts in substantiation.

Dayworks

For work of a minor or incidental nature, the Architect may instruct that a Variation shall be executed on a daywork basis. The work shall then be valued in accordance with the Daywork Schedule included in the Contract,andthefollowingprocedureshallapply.If aDaywork ScheduleisnotincludedintheContract,this Sub-Clause shall not apply.

Before ordering Goods for the work, the Contractor shall submit quotations to the Engineer. When applying for payment, the Contractor shall submit invoices, vouchers and accounts or receipts for any Goods.

Except for any items for whichthe Daywork Schedulespecifiesthat payment isnot due, theContractor shall delive reach day to the Architect accurate statements induplicate which shall include the following details of the resources used in executing the previous day's work:

a) Thenames,occupationsandtimeofContractor'sPersonnel,
b) theidentification,typeandtimeofContractor'sEquipmentandTemporaryWorks,and
c) thequantitiesandtypesofPlantandMaterialsused.

Onecopy of each statement will, if correct, or when agreed, be signed by the Architect and returned to the Contractor. The Contractor shall then submit priced statements of these resources to the Engineer, prior to their inclusion in the next Statement under Sub-Clause 14.3 [Application for Interim Payment Certificates].

AdjustmentsforChangesinLegislation

The Contract Price shall be adjusted to take account of any increase or decrease in Cost resulting from a change in the Laws of Kenya (including the introduction of new Laws and the repeal or modification of existing Laws) or in the judicial or official governmental interpretation of such Laws, made after the Base Date, which affect the Contractor in the performance of obligations under the Contract.

If the Contractor suffers (or will suffer) delayand/or incurs (or will incur) additional Cost asa result of these changes in the Laws or in such interpretations, made after the Base Date, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

a) anextensionoftimeforanysuchdelay,ifcompletionisorwillbedelayed,underSub-Clause8.4 [Extension of Time for Completion], and
b) paymentofanysuchCost,whichshallbeincludedintheContract Price.

After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

Notwithstanding the foregoing, the Contractor shall not be entitled to an extension of time if the relevant delayhasalready beentaken into account in thedeterminationof a previousextension of time andsuch Cost shall not be separately paid if the same shall already have been taken into account in the indexing of any inputsto thetable of adjustment data inaccordance with theprovisions of Sub-Clause 13.8 [Adjustmentsfor Changes in Cost].

AdjustmentsforChangesinCost

Inthis Sub-Clause, “table of adjustment data” means the completed table of adjustment data for local and foreigncurrenciesincludedintheSchedules.IfthereisnosuchtableofadjustmentdataSub-Clauseshall not apply.

If thisSub-Clause applies,theamounts payabletotheContractorshallbeadjustedforrisesor fallsinthecost oflabor,GoodsandotherinputstotheWorks,bytheadditionordeductionof theamountsdeterminedbythe formulaeprescribedinthisSub-Clause.Totheextentthatfull compensation foranyriseorfall inCostsisnot covered by the provisions of this or other Clauses, the Accepted Contract Amount shall be deemed to have included a mounts to cover the contingency of other rises and falls in costs.

Theadjustmenttobeappliedtotheamount otherwisepayabletotheContractor,asvaluedinaccordancewith theappropriateScheduleandcertifiedin Payment Certificates,shall bedeterminedfromformulaeforeachof the currencies in which the Contract Price is payable. No adjustment is to be applied to work valued on the basis of Cost or current prices. The formulae shall be of the following general type:

PriceAdjustmentFormula

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

P= A+B Im/Io
where:

PistheadjustmentfactorfortheportionoftheContractPricepayable.
Aand**B**arecoefficients**specifiedintheSCC,**representingthenonadjustableand adjustable portions, respectively, of the Contract Price payable and
Imistheindexprevailingattheendofthemonthbeinginvoicedand**Io**cistheindex prevailing 30 days before Bid opening for inputs payable.

NOTE: The sum of the two coefficients A and B should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formulae for all currencies,sincecoefficientA,forthenon-adjustable portionofthepayments,isavery approximate figure (usually 0.15) to take account of fixed cost elements or other nonadjustable components. The sum of the adjustments for each currency are added to the Contract Price.

The cost indices or reference prices stated in the table of adjustment data shall be used. If their source is in doubt, itshall be determined by the Engineer. Forth is purpose, reference shall be made to the values of the indices at stated dates (quoted in the fourth and fifth columns respectively of the table) for the purposes of clarification of the source; although these dates (and thus these values) may not correspond to the base cost indices.

Incaseswherethe"currencyof index"isnottherelevant currencyof payment, eachindex shallbeconverted into the relevant currency of payment at the selling rate, established by the Central Bank of Kenya, of this relevant currency on the above date for which the index is required to be applicable.

Until such time as each current cost index is available, the Architect shall determine a provisional index for the issue of Interim Payment Certificates. When a current cost index is available, the adjustment shall be recalculated accordingly.

If theContractorfailstocompletetheWorkswithintheTime forCompletion,adjustmentofpricesthereafter shall be made using either (i) each index or price applicableo n the date 49 days prior to the expiry of the Time for Completion of the Works, or (ii) the current index or price, whichever is more favorable to the Procuring Entity.

Theweightings (coefficients)foreachofthefactorsofcoststatedinthetable(s)ofadjustmentdata shallonly be adjusted if they have been rendered unreasonable, unbalanced or in applicable, as a result of Variations.

14. CONTRACTPRICEANDPAYMENT

TheContractPrice

UnlessotherwisestatedintheSpecial Conditions:

a) Thevalueofthepayment certificateshallbeagreedordeterminedunder Sub-Clause12.3[Evaluation] and be subject to adjustments in accordance with the Contract;
b) theContractorshall payalltaxes,duties and feesrequiredtobe paid byhimundertheContract,andthe Contract Price shall not be adjusted for any of these costs except as stated in Sub-Clause 13.7 [Adjustments for Changes in Legislation];
c) any quantities which may be set out in the Bill of Quantities or other Schedule are estimated quantities and are not to be taken as the actual and correct quantities:

i) oftheWorkswhichtheContractorisrequiredtoexecute, or
ii) forthepurposesofClause12[Measurement andEvaluation];and

d) the Contractor shall submit to the Engineer, within 30 days after the Commencement Date, a proposed breakdownofeachlumpsumpriceintheSchedules.TheArchitectmaytakeaccountofthebreakdown when preparing Payment Certificates but shall not be bound by it.

Notwithstanding the provisions of subparagraph (b), Contractor's Equipment, including essential spare parts therefor, importedbytheContractorforthesolepurposeofexecutingtheContractshall notbeexemptfrom the payment of import duties and taxes upon importation.

AdvancePayment

The ProcuringEntity shall make an advance payment, as an interest-free loan for mobilization and cashflow support,whentheContractorsubmitsaguaranteeinaccordancewiththisClause.Thetotaladvancepayment, thenumber andtimingofinstalments (ifmorethanone),andtheapplicable currenciesandproportions,shall be as stated in the **Special Conditions of Contract.**

Unless and until the Procuring Entity receives this guarantee, or if the total advance payment isnot stated in the Special Conditions of Contract, this Sub-Clause shall not apply.

The Architect shall deliver to the Procuring Entity and to the Contractor an Interim Payment Certificate for the advance payment or its first instalment after receiving a Statement (under Sub-Clause 14.3 [Application for Interim Payment Certificates]) and after the Procuring Entity receives (i) the Performance Security in accordancewithSub-Clause4.2[Performance Security] and(ii)aguaranteeinamountsandcurrenciesequal to the a dvance payment. This guarantee shall be issued by a reputable bank or financial institutions elected bytheContractorandshallbeintheformannexedtotheSpecial Conditionsorinanother form approved by the Procuring Entity.

The Contractor shall ensure that the guarantee is valid and enforceable until the advance payment has been repaid, but its amount shall be progressively reduced by the amount repaid by the Contractor as indicated in the Payment Certificates. If the terms of the guarantee specify its expiry date, and the advance payment has not been repaid by the date 30 days prior to the expiry date, the Contractor shall extend the validity of the guarantee until the advance payment has been repaid.

Unlessstatedotherwisein**theSpecialConditionsofContract**,theadvancepaymentshallberepaidthrough percentagedeductionsfromtheinterimpaymentsdeterminedbytheArchitectinaccordancewithSub-Clause 14.6[IssueofInterimPaymentCertificates],asfollows:

a) Deductionsshall commence inthenext interimPayment Certificatefollowing that in whichthe total of all certified interim payments (excluding the advance payment and deductions and repayments of retention) exceeds 30 percent (30%) of the Accepted Contract Amount less Provisional Sums; and
b) deductions shall be made at the amortization rate stated in the **Special Conditions of Contract** of the amount of each Interim Payment Certificate (excluding the advance payment and deductions for its repaymentsaswell asdeductionsforretentionmoney) inthecurrenciesandproportions oftheadvance payment until such time as the advance payment has been repaid; provided that the advance payment shall be completely repaid prior to the time when 90 percent (90%) of the Accepted Contract Amount less Provisional Sums has been certified for payment.

If theadvancepayment hasnotbeenrepaidprior totheissueof theTaking-Over CertificatefortheWorksor prior to termination under Clause 15 [Termination by Procuring Entity], Clause 16 [Suspension and TerminationbyContractor]or Clause19[ForceMajeure](asthecasemay be),thewholeofthebalancethen outstanding shall immediately become due and in case of termination under Clause 15 [Termination by Procuring Entity], except for Sub-Clause 14.2.7 [Procuring Entity's Entitlement to Termination for Convenience], payable by the Contractor to the Procuring Entity.

ApplicationforInterimPaymentCertificates

The Contractor shall submit a Statement (in number of copies indicated in the **Special Conditions of Contract**)totheArchitectaftertheendofeachmonth,inaformapprovedbytheEngineer,showingindetail

1 2 3 the amounts to which the Contractor considers itself to be entitled, together with supporting documents which shall include there porton the progress during this month in accordance with Sub-Clause 4.21 [Progress Reports].

The Statement shall include the following items, as applicable, which shall be expressed in the various currencies in which the Contract Price is payable, in the sequence listed:

a) the estimated contract value of the Works executed and the Contractor's Documents produced upto the end of the month (including Variations but excluding items described in sub-paragraphs (b) to (g) below);

b) any amounts to be added and deducted for changes in legislation and changes in cost, in accordance with Sub-Clause 13.7 [Adjustments for Changes in Legislation] and Sub-Clause 13.8 [Adjustments for Changes in Cost];

c) any amount to be deducted for retention, calculated by applying the percentage of retention stated in **the Special Conditions of Contract** to the total of the above amounts, until the amount so retained by the Procuring Entity reaches the limit of Retention Money (if any) stated **in the Special Conditions of Contract**;

d) any amounts to be added for the advance payment and (if more than one instalment) and to be deducted for its repayments in accordance with Sub-Clause 14.2 [Advance Payment];

e) any amounts to be added and deducted for Plant and Materials in accordance with Sub-Clause 14.5 [Plant and Materials intended for the Works];

f) any other additions or deductions which may have become due under the Contractor otherwise, including those under Clause 20 [Claims, Disputes and Arbitration]; and

g) the deduction of amounts certified in all previous Payment Certificates.

Schedule of Payments

I fthe Contract includes a schedule of payments specifying the instalments in which the Contract Price will be paid, then unless otherwise stated in this schedule:

a) The instalments quoted in this schedule of payments shall be the estimated contract values for the purposes of sub-paragraph (a) of Sub-Clause 14.3 [Application for Interim Payment Certificates];

b) Sub-Clause 14.5 [Plant and Materials intended for the Works] shall not apply; and

c) If these instalments are not defined by reference to the actual progress achieved in executing the Works, and if actual progress is found to be less or more than that on which this schedule of payments was based, then the Architect may proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine revised instalments, which shall take account of the extent to which progress is less or more than that on which the instalments were previously based.

If the Contract does not include a schedule of payments, the Contractor shall submit non-binding estimates of the payments which he expects to become due during each quarterly period. The first estimate shall be submitted within 42 days after the Commencement Date. Revised estimates shall be submitted at quarterly intervals, until the Taking-Over Certificate has been issued for the Works.

Plant and Materials intended for the Works

If this Sub-Clause applies, Interim Payment Certificates shall include, under sub-paragraph (e) of Sub-Clause 14.3, (i) an amount for Plant and Materials which have been sent to the Site for incorporation in the Permanent Works, and (ii) a reduction when the contract value of such Plant and Materials is included as part of the Permanent Works under sub-paragraph (a) of Sub-Clause 14.3 [Application for Interim Payment Certificates].

If the lists referred to in sub-paragraphs (b)(i) or (c)(i) below are not included in the Schedules, this Sub-Clause shall not apply.

The Architect shall determine and certify each addition if the following conditions are satisfied:

a) The Contractor has:

i) kept satisfactory records (including the orders, receipts, Costs and use of Plant and Materials) which are available for inspection, and

(ii) submitted a statement of the Cost of acquiring and delivering the Plant and Materials to the Site, supported by satisfactory evidence;

and either:

1b2)4therelevantPlantandMaterials:

i) arethoselistedintheSchedulesforpayment whenshipped,

ii) havebeenshippedtoKenya,enroutetotheSite, inaccordancewiththeContract;and

iii) are described in a clean shipped bill of lading or other evidence of shipment, which has been submitted to the Architect together with evidence of payment of freight and insurance, any other documentsreasonably required, andabankguaranteein aform andissuedby anentity approved bytheProcuringEntityinamountsandcurrenciesequaltotheamountdueunderthisSub-Clause: this guarantee may be in a similar form to the form referred to in Sub-Clause14.2 [Advance Payment]andshallbevaliduntilthePlantandMaterialsareproperlystoredonSiteandprotected against loss, damage or deterioration; or

c) therelevantPlantandMaterials:

i) arethoselistedintheSchedulesforpaymentwhendeliveredtotheSite,and

ii) havebeendeliveredtoandareproperlystoredontheSite,areprotectedagainstloss,damageor deterioration and appear to be in accordance with the Contract.

The additional amount to be certified shall be the equivalent of eighty percent (80%) of the Architect determination of the cost of the Plant and Materials (including delivery to Site), taking account of the documents mentioned in this Sub-Clause and of the contract value of the Plant and Materials.

Thecurrenciesforthisadditional amount shallbethesameasthoseinwhichpaymentwillbecome duewhen the contract value is included under sub-paragraph (a) of Sub-Clause 14.3 [Application for Interim Payment Certificates]. At that time, the Payment Certificate shall include the applicable reduction which shall be equivalentto,andinthesame currencies andproportionsas,thisadditionalamount fortherelevantPlant and Materials.

IssueofInterimPaymentCertificates

Noamount will be certified or paid until the Procuring Entity has received and approved the Performance Security.Thereafter,theArchitectshall,within30daysafterreceivingaStatementandsupportingdocuments, deliver to the Procuring Entity and to the Contractor an Interim Payment Certificate which shall state the amount which the Architect fairly determines to be due, with all supporting particulars for any reduction or withholding made by the Architect on the Statemen tif any.

However, priortoissuingtheTaking-OverCertificatefortheWorks,theArchitectshallnotbeboundtoissue an Interim Payment Certificate in an amount which would (after retention and other deductions) be less than theminimumamount ofInterimPaymentCertificates (ifany) stated**intheSpecialConditionsofContract**. In this event, the Architect shall give notice to the Contractor accordingly.

AnInterimPaymentCertificateshallnotbewithheldforanyotherreason,although:

a) if anything supplied or work done by the Contractor is not in accordance with the Contract, the cost of rectification or replacement may be withheld until rectification or replacement has been completed; and/or

b) if the Contractor was or is failing to perform any work or obligation in accordance with the Contract, andhadbeensonotifiedbytheEngineer, thevalueofthisworkor obligationmaybewithhelduntilthe work or obligation has been performed.

4.6.4The Architect may in any Payment Certificate make any correction or modification that should properly be madetoanypreviousPaymentCertificate.APaymentCertificateshallnotbedeemedtoindicatetheArchitect acceptance, approval, consent or satisfaction.

Payment

TheProcuringEntityshallpaytotheContractor:

a) Theadvancepaymentshallbepaidwithin60daysaftersigningofthecontractbybothpartiesorwithin 60 days after receiving the documents in accordance with Sub-Clause 4.2 [Performance Security] and Sub-Clause 14.2 [Advance Payment], which ever is later;

b) The amount certified in each Interim Payment Certificate within 60 days after the Architect Issues Interim Payment Certificate; and

c) the amount certified in the Final Payment Certificate within 60 days after the Procuring Entity Issues InterimPaymentCertificate;or after determinationof anydisputedamount showntheFinalStatement

125 inaccordancewithSub-Clause16.2[TerminationbyContractor].

Payment of the amount due in each currency shall be made into the bank account, nominated by the Contractor, in the payment country (forth is currency) specified in the Contract.

DelayedPayment

Ifthe Contractor does not receive payment in accordance with Sub-Clause 14.7 [Payment], the Contractor shallbeentitledtoreceivefinancingcharges(simpleinterest)monthlyontheamountunpaidduringtheperiod of delay. This period shall be deemed to commence on the date for payment specified in Sub-Clause 14.7 [Payment], irrespective (in the case of its sub-paragraph (b) of the date on which any Interim Payment Certificate isissued.

Thesefinancing charges shall be calculated at the annual rate of three percentage points above themean rate of theCentral Bank in Kenya of thecurrency of payment, or if not available, the inter bank offered rate, and shall be paid in such currency.

TheContractorshallbeentitledtothispaymentwithoutformalnoticeandcertification,andwithoutprejudice to any other right or remedy.

PaymentofRetentionMoney

When the Taking-Over Certificate has been issued for the Works, the first half of the Retention Money shall becertifiedbytheArchitectforpaymenttotheContractor.IfaTaking-OverCertificateisissuedforaSection or part of the Works, a proportion of the Retention Money shall be certified and paid. This proportion shall behalf (50%) of the proportion calculated by dividing the estimated contract value of the Section or part, by the estimated final Contract Price.

Promptly after the latest of the expiry dates of the Defects Liability Periods, the outstanding balance of the RetentionMoneyshallbecertifiedbytheArchitectforpaymenttotheContractor.IfaTaking-OverCertificate was issued for a Section, a proportion of the second half of the Retention Money shall be certified and paid promptlyafter theexpirydateoftheDefects NotificationPeriodfortheSection. Thisproportionshall behalf (50%) of the proportion calculated by dividing the estimated contract value of the Section by the estimated final Contract Price.

However,if any work remains to be executed under Clause 11 [Defects Liability], the Architects hall be entitled to withhold certification of the estimated cost of this work until it has been executed.

Whencalculating these proportions, no account shall be taken of any adjustments under Sub-Clause 13.7 [Adjustments for Changes in Legislation] and Sub-Clause13.8 [Adjustments for Changes in Cost].

Unless otherwise stated in the Special Conditions, when the Taking-Over Certificate has been issued for the WorksandthefirsthalfoftheRetentionMoneyhasbeencertifiedforpaymentbytheEngineer,theContractor shall be entitled to substitute a Retention Money Security guarantee, in the form annexed to the Special Conditions or in another form approved by the Procuring Entity and issued by a reputable bank or financial institution selected by the Contractor, for the second half of the Retention Money.

The Procuring Entity shall return the Retention Money Security guarantee to the Contractor within 14 days after receiving a copy of the Completion Certificate.

StatementatCompletion

Within 84days afterreceivingtheTaking-Over CertificatefortheWorks,theContractorshall submit tothe Architect three copies of a Statement at completion with supporting documents, in accordance with Sub-Clause 14.3 [Application for Interim Payment Certificates], showing:

a) thevalue ofallworkdoneinaccordance withtheContractuptothe date stated intheTaking-Over Certificate for the Works,
b) anyfurthersumswhichtheContractor considerstobedue,and
c) anestimateofanyotheramountswhichtheContractorconsiderswillbecomeduetohimunder the Contract. Estimated amounts shall be shown separately in this Statement at completion.

TheArchitectshallthencertifyinaccordancewithSub-Clause14.6[IssueofInterimPayment Certificates].

ApplicationforFinalPaymentCertificate

Within 60 days after receiving the Completion Certificate, the Contractor shall submit, to the Engineer, six copies of a draft final statement with supporting documents showing in detail in a form approved by the Engineer:

a) ThevalueofallworkdoneinaccordancewiththeContract,and
b) AnyfurthersumswhichtheContractorconsiderstobeduetohimundertheContractorotherwise.

Ifthe Architect disagrees with or cannot verify any part of the draft final statement, the Contractor shall submitsuchfurtherinformation astheArchitectmay reasonablyrequirewithin30 days fromreceipt ofsaid draft and shall make such changes in the draft as may be agreed between them. The Contractor shall then prepareandsubmittotheArchitectthefinalstatementasagreed.Thisagreedstatementisreferredtointhese Conditions as the “Final Statement”.

However,if, following discussions between the Architect and the Contractor and any changes to the draft final statement which are agreed, it be comes evident that a dispute exists, the Architect shall deliver to the Procuring Entity (with a copy to the Contractor) an Interim Payment Certificate for the agreed parts of the draftfinal statement.Thereafter, ifthedisputeisfinallyresolved underSub-Clause 20.4[ObtainingDispute Board's Decision] or Sub-Clause 20.5 [Amicable Settlement], the Contractor shall then prepare and submit to the Procuring Entity (with a copy to the Engineer) a Final Statement.

Discharge

When submitting the Final Statement, the Contractor shall submit a discharge which confirms that the total of the Final Statement represents full and final settlement of all moneys due to the Contractor under or in connection with the Contract. This discharge may state that it becomes effective when the Contractor has received the Performance Security and the out standing balance of this total, in which event the discharge shall be effective on such date.

IssueofFinalPayment Certificate

Within30days after receiving the Final Statement and discharge in accordance with Sub-Clause 14.11 [Application for Final Payment Certificate] and Sub-Clause 14.12 [Discharge], the Architect shall deliver, to the Procuring Entity and to the Contractor, the Final Payment Certificate which shall state:

a) TheamountwhichhefairlydeterminesisfinallydueandAfter giving credit to the Procuring Entity for all amounts previously paid by the Procuring Entity and forallsums towhichtheProcuringEntityisentitled,thebalance(if any) duefromtheProcuringEntity to the Contractor or from the Contractor to the Procuring Entity, as the case may be.

Ifthe Contractor has not applied for a Final Payment Certificate in accordance with Sub-Clause 14.11 [Application for Final Payment Certificate] and Sub-Clause 14.12 [Discharge], the Architect shall request theContractor to do so. If the Contractor fails to submit an application within a period of 30 days, the Architect shall issue the Final Payment Certificate for such amount as he fairly determines to be due.

CessationofProcuringEntity'sLiability

The Procuring Entityshall not beliable totheContractor foranymatter or thingunderor inconnection with theContractorexecutionoftheWorks,exceptttotheextentthattheContractorshallhaveincludedanamount expressly for it:

a) intheFinalStatementandalso,
b) (exceptformattersorthingsarisingaftertheissueof theTaking-Over CertificatefortheWorks)inthe Statement at completion described in Sub-Clause 14.10 [Statement at Completion].

However, this Sub-Clause shall not limit the Procuring Entity's liability under his in demnification obligations, or the Procuring Entity's liability in any case of fraud, deliberate default or reckless misconduct by the Procuring Entity.

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CurrenciesofPayment

TheContractPriceshallbepaidinthecurrencyorcurrenciesnamed intheScheduleofPayment Currencies. If more than one currency is so named, payments shall be made as follows:

a) IftheAcceptedContractAmountwasexpressedinLocalCurrencyonly:
   i) theproportions oramounts of theLocalandForeign Currencies,andthefixedratesof exchange to be used for calculating the payments, shall be as stated in the Schedule of Payment Currencies, except as otherwise agreed by both Parties;
   ii) payments and deductions under Sub-Clause 13.5 [Provisional Sums] and Sub-Clause 13.7 [Adjustments for Changes in Legislation] shall be made in the applicable currencies and proportions; and
   iii) otherpaymentsanddeductions under sub-paragraphs (a) to (d) of Sub-Clause 14.3 [Application for Interim Payment Certificates] shall be made in the currencies and proportions specified in sub-paragraph (a) (i) above;
b) paymentofthedamagesspecifiedintheSpecialConditionsofContract,shallbemadeinthe currencies and proportions specified in the Schedule of Payment Currencies;
c) otherpaymentstotheProcuringEntitybytheContractorshallbemadeinthecurrencyinwhichthe sumwas expended by the Procuring Entity, or in such currency as may be agreed by both Parties;
d) ifanyamount payablebytheContractortotheProcuringEntityinaparticularcurrencyexceedsthesum payablebytheProcuringEntitytotheContractorinthat currency, theProcuring Entitymay recover the balance of this amount from the sums otherwise payable to the Contractor in other currencies; and
e) if no rates of exchange are stated in the Schedule of Payment Currencies, they shall be those prevailing on the Base Date and determined by the Central Bank of Kenya.

15. TERMINATIONBYPROCURINGENTITY

Noticetocorrectanydefectsorfailures

IftheContractorfailstocarryoutanyobligationundertheContract,theArchitectmaybynoticerequire the Contractor to make good the failure and to remedy it within 30 days.

TerminationbyProcuringEntity

TheProcuringEntityshallbeentitledtoterminatetheContractiftheContractorbreachesthecontract based on following circumstances which shall include but not limited to:

a) failstocomplywithSub-Clause4.2[PerformanceSecurity]orwithanoticeunderSub-Clause15.1 [Notice to Correct],
b) abandonstheWorksorotherwiseplainlydemonstratestheintentionnottocontinueperformanceof his obligations under the Contract,
c) withoutreasonableexcusefails:
   i) toproceedwiththeWorksinaccordancewithClause8[Commencement,Delaysand Suspension], or
   ii) tocomplywithanoticeissuedunderSub-Clause7.5[Rejection]orSub-Clause7.6[Remedial Work], within 30 days after receiving it,
d) subcontractsthemajorpartorwholeoftheWorksorassignstheContractwithouttheconsentofthe Procuring Entity,
e) becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of theseacts or events, or
f) givesorofferstogive(directlyorindirectly)toanypersonanybribe,gift,gratuity,commissionor other thing of value, as an induce mentor reward:

i) fordoingorforbearingtodoanyactioninrelationtotheContract,or
ii) forshowingorforbearingtoshowfavorordisfavortoanypersoninrelationtotheContract,or
iii) ifanyoftheContractor'sPersonnel,agentsorSubcontractorsgivesorofferstogive(directlyor indirectly)toanypersonanysuchinducementorrewardasisdescribedinthissub-paragraph(f). However,lawfulinducementsandrewardstoContractor'sPersonnelshallnotentitletermination,or

g) Ifthecontractorrepeatedlyfailstoremedydeliversdefectivework,

b) basedonreasonableevidence,hasengagedinFraudandCorruptionasdefinedinparagraph2.2ofthe Appendix B to these General Conditions, incompeting for or in executing the Contract.

Inany of these events or circumstances, the Procuring Entity may, upon giving 14 days' notice to the Contractor, terminate the Contract and expel the Contractor from the Site. However, in the case of sub-paragraph (e) or (f) or (g) or (h), the Procuring Entity may by notice terminate the Contract immediately.

TheProcuringEntity'selectiontoterminatetheContractshallnotprejudiceanyotherrightsoftheProcuring Entity, under the Contractor otherwise.

TheContractor shall then leave the Site and deliver any required Goods, all Contractor's Documents, and other design documents made by or for him, to the Engineer. However, the Contractor shall use his best efforts to comply immediately with any reasonable instructions included in the notice (i) for the assignment of any subcontract, and (ii) for the protection of life or property or for the safety of the Works.

After termination, the Procuring Entity may complete the Works and/ or arrange for any other entities to do so.TheProcuringEntityandtheseentitiesmaythenuseanyGoods,Contractor'sDocumentsandotherdesign documents made by or on behalf of the Contractor.

The Procuring Entity shall then give notice that the Contractor's Equipment and Temporary Works will be releasedtotheContractoratornearthe Site.TheContractorshallpromptlyarrangetheirremoval, attherisk and cost of the Contractor. However, if by this time the Contractor has failed to make a payment due to the Procuring Entity, these items may be sold by the Procuring Entity in order to recover this payment. Any balance of the proceeds shall then be paid to the Contractor.

ValuationatDateofTermination

Assoonaspracticableaftera noticeof terminationunderSub-Clause15.2[TerminationbyProcuringEntity] hastaken effect,theArchitectshall proceedinaccordancewithSub-Clause3.5 [Determinations] toagreeor determine the value of the Works, Goods and Contractor's Documents, and any other sums due to the Contractor for work executed in accordance with the Contract.

PaymentafterTermination

AfteranoticeofterminationunderSub-Clause15.2[TerminationbyProcuringEntity] hastakeneffect,the Procuring Entity may:

a) ProceedinaccordancewithSub-Clause2.5[ProcurinEntity'sClaims],
b) withhold further payments to the Contractor until the costs of execution, completion and remedying of any defects, damages for delay in completion (if any), and all other costs incurred by the Procuring Entity, have been established, and/ or

c) recover from the Contractor any losses and damages incurred by the Procuring Entity and any extra costsof completingtheWorks,afterallowingforanysumduetotheContractor underSub-Clause15.3 [Valuation at Date of Termination]. After recovering any such losses, damages and extra costs, the Procuring Entity shall pay any balance to the Contractor.

ProcuringEntity'sEntitlementtoTerminationforConvenience

The Procuring Entity shall be entitled to terminate the Contract, at any time at the Procuring Entity's convenience,bygivingnoticeofsuchterminationtotheContractor.Theterminationshalltakeeffect30days after the later of the dates on which the Contractor receives this notice or the Procuring Entity returns the Performance Security. The Procuring Entity shall not terminate the Contract under this Sub-Clausein order to execute the Works itself or to arrange for the Works to be executed by another contractor or to avoid a termination of the Contract by the Contractor under Clause 16.2 [Termination by Contractor]. After this termination, the Contractor shall proceed in accordance with Sub-Clause 16.3 [Cessation of Work and Removal of Contractor's Equipment] and shall be paid in accordance with Sub-Clause 16.4 [Payment on Termination].

FraudandCorruption

The Contractor shall ensure compliance with the Kenya Government's Anti-Corruption Laws and its prevailing sanctions.

15.29 Corrupt gifts and payments of commission

The Contractor shall not;

a) Offer or give or agree to give to any person in the service of the Procuring Entity any gift or consideration of any kind as an inducement or reward for doing or for bearing to door for having done or for borne to do any act in relation to the obtaining or execution of this or any other Contract for the Procuring Entity or for showing or for bearing to show favor or disfavor to any person in relation to this or any other contract for the Procuring Entity.

b) Enter into this or any other contract with the Procuring Entity in connection with which commission has been paid or agreed to be paid by him or on his behalf or to his knowledge, unless before the Contract is made particulars of any such commission and of the terms and conditions of any agreement for the payment there of have been disclosed in writing to the Procuring Entity.

Any breach of this Condition by the Contractor or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) shall be an offence under the provisions of the Public Procurement and Asset Disposal Act (2015) and the Anti-Corruption and Economic Crimes Act (2003) of the Laws of Kenya.

16. SUSPENSION AND TERMINATION BY CONTRACTOR

Contractor's Entitlement to Suspend Work

If the Architect fails to certify in accordance with Sub-Clause 14.6 [Issue of Interim Payment Certificates] or Sub-Clause 14.7 [Payment], or not receiving instructions that would enable the contractor to proceed with the works in accordance with the program, the Contractor may, after giving not less than 30 days' notice to the Procuring Entity, suspend work (or reduce the rate of work) unless and until the Contractor has received the Payment Certificate, reasonable evidence or payment, as the case may be and as described in the notice.

The Contractor's actions hall not prejudice his entitlements to financing charges under Sub-Clause 14.8 [Delayed Payment] and to termination under Sub-Clause 16.2 [Termination by Contractor].

If the Contractor subsequently receives such Payment Certificate, evidence or payment (as described in the relevant Sub-Clause and in the above notice) before giving a notice of termination, the Contractor shall resume normal working as soon as is reasonably practicable.

If the Contractor suffers delay and/or incurs Cost as a result of suspending work (or reducing the rate of work) in accordance with this Sub-Clause, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
b) payment of any such Cost-plus profit, which shall be included in the Contract Price.

After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

Termination by Contractor

The Contractor shall be entitled to terminate the Contract if:

a) the Architect fails, within 60 days after receiving a Statement and supporting documents, to issue the relevant Payment Certificate,
b) the Contractor does not receive the amount due under an Interim Payment Certificate within 90 days after the expiry of the time stated in Sub-Clause1 4.7 [Payment] within which payment is to be made (except for deductions in accordance with Sub-Clause 2.5 [Procuring Entity's Claims]),
c) the Procuring Entity substantially fails to perform his obligations under the Contract in such manner as to materially and adversely affect the economic balance of the Contract and/or the ability of the Contractor to perform the Contract,
d) a prolonged suspension affects the whole of the Works as described in Sub-Clause 8.11 [Prolonged Suspension], or
e) the Procuring Entity becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events.

(f) the Contractor does not receive the Architect instruction recording the agreement of both Parties on the fulfilment of the conditions for the Commencement of Works under Sub-Clause 8.1 [Commencement of Works].

In any of these events or circumstances, the Contractor may, upon giving 14 days' notice to the Procuring Entity, terminate the Contract. However, in the case of sub-paragraph (f) or (g), the Contractor may by notice terminate the Contract immediately.

The Contractor's selection to terminate the Contract shall not prejudice any other rights of the Contractor, under the Contract or otherwise.

Cessation of Work and Removal of Contractor's Equipment

After a notice of termination under Sub-Clause 15.5 [Procuring Entity's Entitlement to Termination for Convenience], Sub-Clause 16.2 [Termination by Contractor] or Sub-Clause 19.6 [Optional Termination, Payment and Release] has taken effect, the Contractor shall promptly:

a) cease all further work, except for such work as may have been instructed by the Architect for the protection of life or property or for the safety of the Works,
b) hand over Contractor's Documents, Plant, Materials and other work, for which the Contractor has received payment, and
c) remove all other Goods from the Site, except as necessary for safety, and leave the Site.

Payment on Termination

After a notice of termination under Sub-Clause 16.2 [Termination by Contractor] has taken effect, the Procuring Entity shall promptly:

a) Return the Performance Security to the Contractor,
b) pay the Contractor in accordance with Sub-Clause 19.6 [Optional Termination, Payment and Release], and
c) pay to the Contractor the amount of any loss or damage sustained by the Contractor as a result of this termination.

17. RISK AND RESPONSIBILITY

Indemnities

The Contractor shall indemnify and hold harmless the Procuring Entity, the Procuring Entity's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of:

a) Bodily injury, sickness, disease or death, of any person what so ever arising out of or in the course of or by reason of the Contractor's design (if any), the execution and completion of the Works and the remedying of any defects, unless attributable to any negligence, willful actor breach of the Contract by the Procuring Entity, the Procuring Entity's Personnel, or any of their respective agents, and
b) damage to or loss of any property, real or personal (other than the Works), to the extent that such damage or loss arises out of or in the course of or by reason of the Contractor's design (if any), the execution and completion of the Works and the remedying of any defects, unless and to the extent that any such damage or loss is attributable to any negligence, willful act or breach of the Contract by the Procuring Entity, the Procuring Entity's Personnel, their respective agents, or anyone directly or indirectly employed by any of them.

The Procuring Entity shall indemnify and hold harmless the Contractor, the Contractor's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of (1) bodily injury, sickness, disease or death, which is attributable to any negligence, willful actor breach of the Contract by the Procuring Entity, the Procuring Entity's Personnel, or any of their respective agents, and (2) the matters for which liability may be excluded from insurance cover, as described in sub-paragraphs (d)(i), (ii) and (iii) of Sub-Clause 18.3 [Insurance Against Injury to Persons and Damage to Property], unless and to the extent that any such damage or loss is attributable to any negligence, willful actor breach of the Contract by the contractor, the contractor's Personnel, their respective agents, or anyone directly or indirectly employed by any of them.

Contractor's Care of the Works

The Contractor shall take full responsibility for the care of the Works and Goods from the Commencement

13 Date until the Taking-Over Certificate is issued (or is deemed to be issued under Sub-Clause 10.1 [Taking Over of the Works and Sections]) for the Works, when responsibility for the care of the Works shall pass to the Procuring Entity. If a Taking-Over Certificate is issued (or is so deemed to be issued) for any Section or part of the Works, responsibility for the care of the Section or part shall then pass to the Procuring Entity.

After responsibility has accordingly passed to the Procuring Entity, the Contractor shall take responsibility for the care of any work which is outstanding on the date stated in a Taking-Over Certificate, until this outstanding work has been completed.

If any loss or damage happens to the Works, Goods or Contractor's Documents during the period when the Contractor is responsible for their care, from any cause not listed in Sub-Clause 17.3 [Procuring Entity's Risks], the Contractor shall rectify the loss or damage at the Contractor's risk and cost, so that the Works, Goods and Contractor's Documents conform with the Contract.

The Contractor shall be liable for any loss or damage caused by any actions performed by the Contractor after a Taking-Over Certificate has been issued. The Contractor shall also be liable for any loss or damage which occurs after a Taking-Over Certificate has been issued and which arose from a previous event for which the Contractor was liable.

Procuring Entity's Risks

The risks referred to in Sub-Clause 17.4 [Consequences of Procuring Entity's Risks] below, in so far as they directly affect the execution of the Works in Kenya, are:

a) War hostilities (whether war be declared or not),
b) rebellion, riot, commotion or disorder, terrorism, sabotage by persons other than the Contractor's Personnel,
c) explosive materials, ionizing gradiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such explosives, radiation or radio-activity,
d) pressure wave caused by aircraft or other aerial devices travelingat sonic or supersonic speeds,
e) use or occupation by the Procuring Entity of any part of the Permanent Works, except as may be specified in the Contract,
f) design of any part of the Works by the Procuring Entity's Personnel or by others for whom the Procuring Entity is responsible, and
g) any operation of the forces of nature which is Unforeseeable or against which an experienced contractor could not reasonably have been expected to have taken adequate preventive precautions.

Consequences of Procuring Entity's Risks

If and to the extent that any of the risks listed in Sub-Clause 17.3 above results in loss or damage to the Works, Goods or Contractor's Documents, the Contractor shall promptly give notice to the Architect and shall rectify this loss or damage to the extent required by the Engineer.

If the Contractor suffers delay and/ or incurs Cost from rectifying this loss or damage, the Contractor shall give a further notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

(a) An extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
(b) payment of any such Cost, which shall be included in the Contract Price. In the case of sub-paragraphs (e) and (g) of Sub-Clause 17.3 [Procuring Entity's Risks], Accrued Costs shall be payable.

After receiving this further notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

Intellectual and Industrial Property Rights

In this Sub-Clause, "infringement" shall refer to an infringement (or alleged infringement) of any patent, registered design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works; and "claim" shall refer to a claim (or proceedings pursuing a claim) alleging an infringement.

Whenever a Party does not give notice to the other Party of any claim within 30 days of receiving the claim, the first Party shall be deemed to have waived any right to indemnity under this Sub-Clause.

13 The Procuring Entity shall indemnify and hold the Contractor harmless against and from any claim alleging an infringement which is or was:

a) An unavoidable result of the Contractor's compliance with the Contract, or
b) A result of any Works being used by the Procuring Entity:
   i) for a purpose other than that indicated by, or reasonably to be inferred from, the Contract, or
   ii) in conjunction with anything not supplied by the Contractor, unless such use was disclosed to the Contractor prior to the Base Date or is stated in the Contract.

The Contractor shall indemnify and hold the Procuring Entity harmless again stand from any other claim which arises out of or in relation to (i) the manufacture, use, sale or import of any Goods, or (ii) any design for which the Contractor is responsible.

If a Party is entitled to be indemnified under this Sub-Clause, the indemnifying Party may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it. The other Party shall, at the request and cost of the indemnifying Party, assist in contesting the claim. This other Party (and its Personnel) shall not make any admission which might be prejudicial to the indemnifying Party, unless the indemnifying Party failed to take over the conduct of any negotiations, litigation or arbitration upon being requested to do so by such other Party.

For operation and maintenance of any plant or equipment installed, the contractor shall grant a non-exclusive and non-transferable license to the Procuring Entity under the patent, utility models ,or other intellectual rights owned by the contractor or a third party from whom the contract or has received the rights to grant sub-licenses and shall also grant to the Procuring Entity a non-exclusive and non-transferable rights (without the rights to sub-license) to use the know how and other technical information disclosed to the contract or under the contract. Nothing contained here-in shall be construed as transferring ownership of any patent, utility model, trademark, design, copyright, know-how or other intellectual rights from the contractor or any other third party to the Procuring Entity.

Limitation of Liability

Neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any contract or for any indirector consequential loss or damage which may be suffered by the other Party in connection with the Contract, other than as specifically provided in Sub-Clause 8.7 [Delay Damages]; Sub-Clause 11.2 [Cost of Remedying Defects]; Sub-Clause 15.4 [Payment after Termination]; Sub-Clause 16.4 [Payment on Termination]; Sub-Clause 17.1 [Indemnities]; Sub-Clause 17.4(b) [Consequences of Procuring Entity's Risks] and Sub-Clause 17.5 [Intellectual and Industrial Property Rights].

The total liability of the Contractor to the Procuring Entity, under or in connection with the Contract other than under Sub-Clause 4.19 [Electricity, Water and Gas], Sub-Clause 4.20 [Procuring Entity's Equipment and Free- Issue Materials], Sub-Clause 17.1 [Indemnities] and Sub-Clause 17.5 [Intellectual and Industrial Property Rights], shall not exceed the sum resulting from the application of a multiplier (less or greater than one) to the Accepted Contract Amount, as stated in **the Special Conditions of Contract**, or (if such multiplier or other sum is not so stated) the Accepted Contract Amount.

This Sub-Clause shall not limit liability in any case of fraud, deliberate default or reckless misconduct by the defaulting Party.

Use of Procuring Entity's Accommodation/Facilities

The Contractor shall take full responsibility for the care of the Procuring Entity provided accommodation and facilities, if any, as detailed in the Specification, from the respective dates of hand-over to the Contractor until cessation of occupation (where hand-over or cessation of occupation may take place after the date stated in the Taking-Over Certificate for the Works).

If any loss or damage happens to any of the above items while the Contractor is responsible for their care arising from any cause whatsoever other than those for which the Procuring Entity is liable, the Contractor shall, at his own cost, rectify the loss or damage to the satisfaction of the Engineer.

18. INSURANCE

General Requirements for Insurances

In this Clause, "insuring Party" means, for each type of insurance, the Party responsible for effecting and maintaining the insurance specified in the relevant Sub-Clause.

133 Wherever the Contractor is the insuring Party, each insurance shall be effected with insurers and in terms approved by the Procuring Entity. These terms shall be consistent with any terms agreed by both Parties before the date of the Letter of Acceptance. This agreement of terms shall take precedence over the provisions of this Clause.

Whereverthe Procuring Entity is the insuring Party, each insurance shall be effected with insurers and in terms acceptable to the Contractor. These terms shall be consistent with any terms agreed by both Parties before the date of the Letter of Acceptance. This agreement of terms shall take precedence over the provisions of this Clause.

If a policy is required to indemnify joint insured, the cover shall apply separately to each insured as though a separate policy had been issued for each of the joint insured. If a policy indemnifies additional joint insured, namely in addition to the insured specified in this Clause, (i) the Contractor shall act under the policy on behalf of these additional joint insured except that the Procuring Entity shall act for Procuring Entity's Personnel, (ii) additional joint insured shall not be entitled to receive payments directly from the insurer or to have any other direct dealings with the insurer, and (iii) the insuring Party shall require all additional joint insured to comply with the conditions stipulated in the policy.

Each policy insuring against loss or damage shall provide for payments to be made in the currencies required to rectify the loss or damage. Payments received from insurers shall be used for the rectification of the loss or damage.

The relevant insuring Party shall, within the respective periods stated in **the Special Conditions of Contract** (calculated from the Commencement Date), submit to the other Party:

a) Evidence that the insurances described in this Clause have been affected, and
b) copies of the policies for the insurances described in Sub-Clause 18.2 [Insurance for Works and Contractor's Equipment] and Sub-Clause 18.3 [Insurance against Injury to Persons and Damage to Property].

When each premium is paid, the insuring Party shall submit evidence of payment to the other Party. Whenever evidence or policies are submitted, the insuring Party shall also give notice to the Engineer.

Each Party shall comply with the conditions stipulated in each of the insurance policies. The insuring Party shall keep the insurers informed of any relevant changes to the execution of the Works and ensure that insurance is maintained in accordance with this Clause.

Neither Party shall make any material alteration to the terms of any insurance without the prior approval of the other Party. If an insurer makes (or attempts to make) any alteration, the Party first notified by the insurer shall promptly give notice to the other Party.

If the insuring Party fails to effect and keep in force any of the insurances it is required to effect and maintain under the Contractor fails to provide satisfactory evidence and copies of policies in accordance with this Sub- Clause, the other Party may (at its option and without prejudice to any other right or remedy) effect insurance for the relevant coverage and pay the premiums due. The insuring Party shall pay the amount of these premiums to the other Party, and the Contract Price shall be adjusted accordingly.

Nothing in this Clause limits the obligations, liabilities or responsibilities of the Contractor or the Procuring Entity, under the other terms of the Contractor otherwise. Any amounts not insured or not recovered from the insurers shall be borne by the Contractor and/or the Procuring Entity.

Procuring Entity in accordance with these obligations, liabilities or responsibilities. However, if the insuring Party fails to effect and keep in force an insurance which is available and which it is required to effect and maintain under the Contract, and the other Party neither approves the omission nor effects insurance for the coverage relevant to this default, any moneys which should have been recoverable under this insurance shall be paid by the insuring Party.

Payments by one Party to the other Party shall be subject to Sub-Clause 2.5 [Procuring Entity's Claims] or Sub- Clause 20.1 [Contractor's Claims], as applicable.

The Contractor shall be entitled to place all insurance relating to the Contract (including, but not limited to the insurance referred to Clause 18) with insurers from any eligible source country.

1I3n4suranceforWorksandContractor'sEquipment

Theinsuring Partyshall insuretheWorks,Plant,Material sandContractor's Documents for notlessthan the full reinstatement cost including the costs of demolition, removal of debris and professional fees and profit. Thisinsuranceshallbeeffective fromthedatebywhichtheevidenceistobesubmittedundersub-paragraph (a) of Sub-Clause 18.1 [General Requirements for Insurances], until the date of issue of the Taking-Over Certificate for the Works.

The insuring Party shall maintain this insurance to provide cover until the date of issue of the Performance Certificate, for loss or damage for which the Contractor is liable arising from a cause occurring prior to the issue of the Taking-Over Certificate, and for loss or damage caused by the Contractor in the course of any other operations (including those under Clause 11 [Defects Liability]).

Theinsuring Party shall insure the Contractor's Equipment for not less than the full replacement value, includingdeliveryto Site.For eachitemof Contractor's Equipment,theinsuranceshall be effective while it is being transported to the Site and until it is no longer required as Contractor's Equipment.

UnlessotherwisestatedintheSpecialConditions,insurancesunderthisSub-Clause:

a) ShallbeeffectedandmaintainedbytheContractorasinsuringParty,

b) shall be in the joint names of the Parties, who shall be jointly entitled to receive payments from the insurers, payments being held or allocated to the Party actually bearing the costs of rectifying the loss or damage,

c) shallcoverall lossanddamagefromanycausenotlistedinSub-Clause17.3[ProcuringEntity'sRisks],

d) shall also cover, to the extentspecifically required in the tendering documents of the Contract, loss or damage toapartoftheWorkswhichisattributabletotheuseor occupationbytheProcuringEntity of anotherpartoftheWorks,andlossordamagefromtherisks listedinsub-paragraphs(c),(g) and(h)of Sub-Clause 17.3 [Procuring Entity's Risks], excluding (in each case) risks which are not insurable at commerciallyreasonableterms,withdeductiblesperoccurrenceofnotmorethantheamount stated**in theSpecialConditions**of Contract (ifan amountis notso stated,thissub-paragraph(d)shallnot apply), and

e) mayhoweverexcludelossof,damageto,andreinstatementof:

   i) a part of the Works which is in a defective condition due to a defect in its design, materials or workmanship(butcover shall includeanyother partswhicharelost or damaged asa direct result of this defective condition and not as described in sub-paragraph (ii) below),

   ii) apartof the Works which is lost or damaged inorder to reinstate any other part of the Works if thisother part is ina defective conditiondue to a defectin its design, materials or workmanship,

   iii) apartoftheWorkswhichhasbeentakenoverbytheProcuringEntity,exceptttotheextentthat the Contractor is liable for the loss or damage, and

   iv) GoodswhiletheyarenotinKenya,subjecttoSub-Clause14.5[PlantandMaterialsintendedfor the Works].

If,more than one year after the Base Date, the cover described in sub-paragraph (d) above ceases to be available at commercially reasonable terms, the Contractor shall (as insuring Party) give notice to the Procuring Entity, with supporting particulars. The Procuring Entity shall then (i) be entitled subject to Sub-Clause2.5[ProcuringEntity'sClaims]topaymentof anamount equivalenttosuchcommerciallyreasonable terms asthe Contractor should have expected to have paid for such cover, and (ii) be deemed, unless he obtains the cover at commercially reasonable terms, to have approved the omission under Sub-Clause 18.1 [General Requirements for Insurances].

InsuranceagainstInjurytoPersonsandDamagetoProperty

Theinsuring Party shall insure against each Party's liability for any loss, damage, death or bodily injury whichmayoccurtoanyphysicalproperty(exceptthingsinsuredunderSub-Clause18.2[InsuranceforWorks andContractor's Equipment])ortoanyperson(exceptpersonsinsuredunderSub-Clause18.4[Insurancefor Contractor's Personnel]), whichmay ariseoutof theContractor's performance oftheContractandoccurring before the issue of the Performance Certificate.

Thisinsuranceshallbeforalimitperoccurrenceofnotlessthantheamountstatedin**theSpecialConditions ofContract**,withnolimitonthenumberofoccurrences.Ifanamountisnotstatedinthe**SpecialConditions of Contract**, this Sub-Clause shall not apply.

UnlessotherwisestatedintheSpecialConditions,theinsurancesspecifiedinthisSub-Clause:

a) ShallbeeffectedandmaintainedbytheContractoras insuringParty,

1b3)5shallbeinthejointnamesoftheParties,

c) shallbe extended tocover liabilityforallloss anddamage to the Procuring Entity's property (except thingsinsuredunderSub-Clause18.2)arisingoutoftheContractor'sperformanceoftheContract,and

d) mayhoweverexcludeliabilitytotheextentthatitarisesfrom:

i) theProcuringEntity'srighttohavethePermanentWorksexecutedon,over,under,in or

ii) throughanyland,andtooccupythislandfor thePermanentWorks,

iii) damagewhichisanunavoidableresultoftheContractor'sobligationstoexecutethe

iv) Worksandremedyanydefects,and

v) acauselistedinSub-Clause17.3[ProcuringEntity'sRisks],exceptttotheextentthatcoveris available at commercially reasonable terms.

InsuranceforContractor'sPersonnel

TheContractor shalleffectandmaintaininsuranceagainstliabilityforclaims,damages,lossesandexpenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel.

Theinsuranceshallcover theProcuringEntityandtheArchitect againstliabilityfor claims, damages, losses andexpenses(includinglegalfeesandexpenses)arisingfrominjury,sickness,diseaseordeathofanyperson employedbytheContractororanyotheroftheContractor'sPersonnel,exceptthatthisinsurancemayexclude losses and claims to the extent that they arise from any act or neglect of the Procuring Entity or of the Procuring Entity's Personnel.

Theinsurance shall be maintained in full force and effect during the whole time that these personnel are assisting in the execution of the Works. For a Subcontractor's employees, the insurance may be effected by the Subcontractor, but the Contractor shall be responsible for compliance with this Clause.

19. FORCE MAJEURE

DefinitionofForceMajeure

InthisClause,"ForceMajeure"meansanexceptionaleventorcircumstance:

a) WhichisbeyondaParty'scontrol,

b) WhichsuchPartycouldnotreasonablyhaveprovidedagainstbeforeenteringintotheContract,

c) which,havingarisen,suchPartycouldnotreasonablyhaveavoidedorovercome, and

d) whichisnotsubstantiallyattributabletotheother Party.

ForceMajeuremayinclude,butisnotlimitedto,exceptionaleventsorcircumstancesofthekindlistedbelow, s olong as conditions (a) to (d) above are satisfied:

a) war,hostilities(whetherwarbedeclaredornot), invasion,actofforeign enemies,

b) rebellion,terrorism,sabotagebypersonsotherthantheContractor'sPersonnel,revolution, insurrection, military or usurped power, or civil war,

c) riot,commotion,disorder,strikeorlockoutbypersonsotherthantheContractor'sPersonnel,

d) munitionsofwar,explosivematerials,ionizingradiationorcontaminationbyradio-activity,exceptas maybeattributabletotheContractor'suseofsuchmunitions, explosives, radiation or radio-activity, and

e) naturalcatastrophessuchasearthquake,hurricane,typhoonorvolcanicactivity.

NoticeofForceMajeure

Ifa Party is or will be prevented from performing its substantial obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeureandshallspecify theobligations,theperformanceof whichisor will beprevented.The noticeshall be given within 14 days after the Party became aware, or should have become aware, of the relevant eventor circumstance constituting Force Majeure.

ThePartyshall,havinggivennotice,beexcusedperformanceofitsobligationsforsolongassuchForce Majeure prevents it from performing them.

NotwithstandinganyotherprovisionofthisClause,ForceMajeureshallnotapplytoobligationsofeither Party to make payments to the other Party under the Contract.

DutytoMinimizeDelay

EachParty shallatalltimes useallreasonableendeavors tominimize any delayintheperformanceofthe ContractasaresultofForceMajeure.APartyshallgivenoticetotheotherPartywhenitceasestobeaffected

by the Force Majeure.

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Consequences of Force Majeure

If the Contractor is prevented from performing his substantial obligations under the Contract by Force Majeure of which notice has been given under Sub-Clause 19.2 [Notice of Force Majeure], and suffers delay and/ or incurs Cost by reason of such Force Majeure, the Contractor shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and

b) if the event or circumstance is of the kind described in sub-paragraphs (i) to (iv) of Sub-Clause 19.1 [Definition of Force Majeure] and, in sub-paragraphs (ii) to (iv), occurs in Kenya, payment of any such Cost, including the costs of rectifying or replacing the Works and/or Goods damaged or destroyed by Force Majeure, to the extent they are not indemnified through the insurance policy referred to in Sub-Clause 18.2 [Insurance for Works and Contractor's Equipment].

After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

Force Majeure Affecting Subcontractor

If any Subcontractor is entitled under any contract or agreement relating to the Works to relief from force majeure on terms additional to or broader than those specified in this Clause, such additional or broader force majeure events or circumstances shall not excuse the Contractor's non-performance or entitle him to relief under this Clause.

Optional Termination, Payment and Release

If the execution of substantially all the Works in progress is prevented for a continuous period of 84 days by reason of Force Majeure of which notice has been given under Sub-Clause 19.2 [Notice of Force Majeure], or for multiple periods which total more than 140 days due to the same notified Force Majeure, then either Party may give to the other Party a notice of termination of the Contract. In this event, the termination shall take effect 7 days after the notice is given, and the Contractor shall proceed in accordance with Sub-Clause 16.3 [Cessation of Work and Removal of Contractor's Equipment].

Upon such termination, the Architect shall determine the value of the work done and issue a Payment Certificate which shall include:

a) the amounts payable for any work carried out for which a price is stated in the Contract;

b) the Cost of Plant and Materials ordered for the Works which have been delivered to the Contractor, or of which the Contractor is liable to accept delivery: this Plant and Materials shall become the property of (and be at the risk of) the Procuring Entity when paid for by the Procuring Entity, and the Contractor shall place the same at the Procuring Entity's disposal;

c) other Cost or liabilities which in the circumstances were reasonably and necessarily incurred by the Contractor in the expectation of completing the Works;

d) the Cost of removal of Temporary Works and Contractor's Equipment from the Site and the return of these items to the Contractor's works in his country (or to any other destination at no greater cost); and

e) the Cost of repatriation of the Contractor's staff and lab or employed wholly in connection with the Works at the date of termination.

Release from Performance

Not withstanding any other provision of this Clause, if any event or circumstance outside the control of the Parties (including, but not limited to, Force Majeure) arises which makes it impossible or unlawful for either or both Parties to fulfil its or their contractual obligations or which, under the law governing the Contract, entitles the Parties to be released from further performance of the Contract, then upon notice by either Party to the other Party of such event or circumstance:

a) The Parties shall be discharged from further performance, without prejudice to other rights of either Party in respect of any previous breach of the Contract, and

b) The sum payable by the Procuring Entity to the Contractor shall be the same as would have been payable under Sub-Clause 19.6 [Optional Termination, Payment and Release] if the Contract had been terminated under Sub-Clause 19.6.

20. SETTLEMENTOFCLAIMSANDDISPUTES

Contractor'sClaims

If the Contractor considers itself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give Notice to the Engineer, describing the event or circumstance giving rise to the claim. Thenoticeshallbegivenassoonaspracticable,andnotlaterthan30daysaftertheContractorbecameaware, or should have become aware, of the event or circumstance.

If theContractor failsto give noticeof a claim withinsuch periodof 30 days, theTime for Completionshall not be extended, the Contractor shall not beentitledtoadditionalpayment,andthe Procuring Entity shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub-Clause shall apply.

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

TheContractorshallkeepsuch contemporary records as may be necessary to substantiate any claim, either on theSiteor at another locationacceptabletotheEngineer. Without admitting theProcuring Entity's liability, the Architect may, after receiving any notice under this Sub-Clause, monitor the record-keeping and/ or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Architect to inspect all these records and shall (if instructed) submit copies to the Engineer.

Within 42days after the Contractor became aware (or should have become aware) of the event or circumstancegiving riseto the claim, or withinsuch other period as may be proposed by the Contractor and approved by the Engineer, the Contractor shall send tothe Architect fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/ or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:

a) Thisfullydetailedclaimshallbeconsideredasinterim;
b) TheContractorshallsendfurtherinterimclaimsatmonthlyintervals,givingtheaccumulateddelayand/ or amount claimed, and such further particulars as the Architect may reasonably require; and
c) The Contractor shall send a final claim within 30 days after the end of the effects resulting from the eventor circumstance, or within such other period as may be proposed by the Contractor and approved by the Engineer.

Within 42 days after receiving a Notice of a claim or any further particulars supporting a previous claim, or within such other period asmay be proposed by theArchitect andapproved by theContractor, theArchitect shall respondwithapproval, or withdisapproval anddetailed comments.He may also request anynecessary further particulars but shall nevertheless give his response on the principles of the claim within the above defined time period.

Within the above defined period of 42 days, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) the extension(if any) of theTime for Completion (before or after itsexpiry) inaccordance with Sub-Clause 8.4 [Extension of Time for Completion], and/or (ii) theadditional payment (if any) to which the Contractor is entitled under the Contract.

Each Payment Certificate shall include such additional payment for any claim as has been reasonably substantiatedasdueundertherelevant provisionoftheContract.Unlessanduntiltheparticularssuppliedare sufficienttosubstantiatethewholeoftheclaim,theContractorshallonlybeentitledtopaymentforsuchpart of the claim as he has been able to substantiate.

If theArchitectdoesnotrespondwithinthetime framedefinedinthisClause, either Partymay consider that the claim is rejected by the Architect and any of the Parties may refer the dispute for amicable settlement in accordance with Clause 20.3.

The requirements of this Sub-Clause are in addition to those of any other Sub-Clause which may apply to a claim.IftheContractorfailstocomplywiththisoranotherSub-Clauseinrelationtoanyclaim,anyextension oftimeand/oradditionalpaymentshall take accountoftheextent(ifany) towhichthefailurehasprevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this Sub-Clause 20.3.

ProcuringEntity'sClaims

If theProcuringEntityconsidersitself to beentitledtoanypayment under any Clauseof theseConditionsor otherwise in connection with the Contract, and/or to any extension of the Defects Notification Period, the Procuring Entity or the Architect shall give notice and particulars to the Contractor. However, notice is not required for payments due under Sub-Clause 4.19 [Electricity, Water and Gas], under Sub-Clause 4.20 [Procuring Entity's Equipment and Free-Issue Materials], or for other services requested by the Contractor.

Thenoticeshallbegivenassoonaspracticableandnolongerthan30daysafterthe ProcuringEntitybecame aware,orshouldhavebecomeaware,oftheeventorcircumstancesgivingrisetotheclaim.Anoticerelating to any extension of the Defects Notification Period shall be given before the expiry of such period.

Theparticulars shall specify the Clause or other basis of the claim and shall include substantiation of the amount and/or extension to which the Procuring Entity considers itself to be entitled in connection with the Contract. The Architect shall then proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) theamount (if any) which the Procuring Entity is entitledto be paid by theContractor,and/ or (ii) the extension (if any) of the Defects Notification Period in accordance with Sub-Clause 11.3 [Extension of Defects Notification Period].

This amount may be included as a deduction in the Contract Price and Payment Certificates. The Procuring Entity shall only be entitled to set off against or make any deductionfrom an amount certified in a Payment Certificate, or to otherwise claim against the Contractor, in accordance with this Sub-Clause.

AmicableSettlement

Whereanoticeof aclaim hasbeengiven, bothPartiesshall attempt tosettlethedisputeamicablybeforethe commencement of arbitration. However, unless both Parties agree otherwise, the Party giving a notice of a claim in accordance with Sub-Clause 20.1 above should move to commence arbitrationa fter 60 days from thedayonwhicha notice of a claimwas given,even ifnoattempt at anamicablesettlement hasbeenmade.

Mattersthatmaybereferredtoarbitration

Notwithstanding anything stated herein the following matters may be referred to arbitration before the practicalcompletionoftheWorksorabandonmentoftheWorksorterminationoftheContractbyeither party:

a) WhetherornottheissueofaninstructionbytheArchitectisempoweredbytheseConditions.
b) Whetherornotacertificatehasbeenimproperlywithheldor isnotinaccordancewiththeseConditions.
c) Anydisputearisinginrespectrisksarisingfrommattersreferredtoin Clause17.3andClause 19.
e) All other matters shall only be referred to arbitration after the completion or alleged completion of the Works or termination or alleged termination of the Contract, unless the Procuring Entity and the Contractor agree otherwise in writing.

Arbitration

Anyclaim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 20.3 shall be finally settled by arbitration.

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

Notwithstanding the issue of a notice as stated above, the arbitration of such a claim or dispute shall not commenceunlessanattempt hasinthefirstinstancebeenmade by thepartiestosettlesuchclaimor dispute amicably with or without the assistance of third parties. Proof of such attempt shall be required.

The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements,computations, testsor valuationsasmay inhisopinionbedesirableinorder todeterminethe rights of the parties and assess and a ward any sums which ought to have been the subject of or included in any certificate.

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The Arbitrator shall, without prejudice to the generality of his powers, have powers to open up, review and reviseanycertificate, opinion, decision,requirement or notice and todetermine all matters indispute which shallbesubmittedtohiminthesamemannerasifnosuchcertificate,opinion,decisionrequirementornotice had been given.

Thearbitratorsshallhavefullpowertoopenup,reviewandreviseanycertificate,determination,instruction, opinion or valuation of the Engineer, relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Architect from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.

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

Arbitrationmaybecommencedpriortoor aftercompletionof theWorks.TheobligationsoftheParties,and the Architect shall not be altered by reason of any arbitration being conducted during the progress of the Works.

Thetermsofthere muneration of eachor all the members of Arbitration shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

ArbitrationwithNationalContractors

If the Contractis with national contractors, arbitration proceedings will be conducted in accordance with the ArbitrationLaws ofKenya.In caseof anyclaimor dispute,suchclaimor disputeshallbenotifiedinwriting by either party to the other with a request to submit it to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision ofapersontobeagreedbetweentheparties.FailingagreementtoconcurintheappointmentofanArbitrator, theArbitrator shallbeappointed,ontherequestoftheapplyingparty,bytheChairman or ViceChairman of any of the following professional institutions;

i) ArchitecturalAssociationofKenya
ii) InstituteofQuantitySurveyorsof Kenya
iii) AssociationofConsultingEngineersofKenya
iv) CharteredInstituteofArbitrators(KenyaBranch)
v) InstitutionofEngineersofKenya

Theinstitutionwrittentofirstbytheaggrieved partyshalltakeprecedenceoverallotherinstitutions.

ArbitrationwithForeignContractors

Arbitrationwithforeign contractorsshall beconductedinaccordancewiththearbitration rulesoftheUnited Nations Commission on International Trade Law (UNCITRAL); or with proceedings administered by the International Chamber of Commerce (ICC) and conducted under the ICC Rules of Arbitration; by one or more arbitrators appointed in accordance with said arbitration rules.

Theplaceofarbitrationshallbealocationspecifiedinthe**SCC;** andthearbitrationshallbeconductedinthe language for communications defined in Sub-Clause1.4 [Law and Language].

AlternativeArbitrationProceedings

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

FailuretoComplywithArbitrator'sDecision

TheawardofsuchArbitratorshall befinalandbindinguponthepartes.

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

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Contractoperationstocontinue

Notwithstandinganyreferencetoarbitrationherein, thepartiesshallcontinuetoperformtheirrespectiveobligationsundertheContractunlessthey otherwise agree; and theProcuringEntity shallpaytheContractoranymoniesduetheContractor.

SectionIX-SpecialConditionsofContract

ThefollowingSpecialConditionsshallsupplementtheGCC.Whenever thereisaconflict,theprovisions here in shall prevail over those in the GCC.

Conditions	Sub-Clause	Data
PartA-ContractData		
ProcuringEntity'snameand address	Heading	*COUNTYGOVERNMENT OFKISII*
NameandReferenceNo.ofthe Contract	Heading and 1.1	*Proposed* PROPOSED CONSTRUCTION OF NEW INPATIENT BLOCK AT NYAMACHE LEVEL IV HOSPITAL
EngineersNameandaddress	Heading and3.1.1	*QS.NelsonNyabwarithecountyworksofficer*
Contractor'sRepresentative's name	4.3.1	*[insertthenameoftheContractor'sRepresentative agreed by the Procuring Entity prior to Contract signature]*
KeyPersonnelnames	16.9.1	*ArchJoashObare,Eng.WBokeaandEng.BoazObure*
TimeforCompletion	1.1.	4 Years *IfSectionsaretobeused,refertoTable:Summaryof Sections below*
DefectsNotificationPeriod	1.1	90days
Sections	1.1	*IfSectionsaretobeused,refertoTable:Summaryof Sections below*
Electronictransmissionsystems	1.3	IFMIS
TimefortheParties enteringintoa Contract Agreement	1.6	Within30days
CommencementDate	8.1.1	
TimeforaccesstotheSite	2.1.1	NolaterthantheCommencementDate,andnot later than 30 daysafterCommencement Date
ArchitectDutiesandAuthority	3.1.6(b) (ii)	VariationsresultinginanincreaseoftheAccepted Contract Amount in excess of 25% shall require approval of the Procuring Entity.
PerformanceSecurity	4.2.1	Theperformancesecuritywillbeintheformofa _Not more than 10% of the contract sum *"performance bond"* in the amount(s) of *[5%]*percentoftheAcceptedContractAmountandin thesamecurrency(ies)oftheAcceptedContract Amount.
Normalworkinghours	6.5	8am-5pm
DelaydamagesfortheWorks	8.7& 14.15(b)	0.0001%oftheContractPriceperday. *IfSectionsaretobeused,refertoTable:Summaryof Sections below*
Maximumamountofdelay damages	8.7.1	5%ofthefinalContractPrice.
ProvisionalSums	13.6.(b)(ii)	*[aspercontract/BQ]* %
AdjustmentsforChangesinCost	13.9	Period"n"applicabletotheadjustmentmultiplier "Pn": *[as per contract"]*

Conditio1n4s2	Sub-Clause	Data
Totaladvancepayment	14.2.1	20%PercentageoftheAcceptedContractAmount payableinthecurrenciesandproportionsinwhich the Accepted Contract Amount is payable
Repaymentamortizationrateof advance payment	14.2.5(b)	15%
PercentageofRetention	14.3.2(c)	10%
LimitofRetentionMoney	14.3.2(c)	10%oftheAcceptedContractAmount
PlantandMaterials	14.5.3(b)(i)	IfSub-Clause14.5applies: PlantandMaterialsforpaymentFreeonBoard *[list]*.
	14.5.3(c)(i)	PlantandMaterialsforpaymentwhendeliveredto the Site *[list]*.
MinimumAmountofInterim Payment Certificates	14.6.2	1millionoftheAcceptedContractAmount.
Publishingsourceof commercial interestratesforfinancialcharges in case of delayed payment	14.8	CBKratesshall apply
Maximum total liability of the ContractortotheProcuringEntity	17.6.2	*[Selectoneofthetwooptionsbelowasappropriate]*The product of_____*as per contract]*times the Accepted ContractAmount, *or* _____*[aspercontract]*
Periodsforsubmissionof insurance: a. evidenceofinsurance. b. relevantpolicies	18.1.6	14days 14days
Maximumamountofdeductibles for insurance of the Procuring Entity's risks	18.2.4(d)	*Aspercontract*
Minimumamountofthird-party insurance	18.3.2	*Aspercontract*
Theplaceofarbitration	20.7.2	*Nairobi*

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SECTIONX-CONTRACTFORMS

FORMNo.1-NOTIFICATIONOFINTENTIONTOAWARD

FORM NO. 2 – REQUEST FOR REVIEW

FORMNo.3-LETTEROFAWARD

FORMNo.4-CONTRACTAGREEMENT

FORMNo.5-PERFORMANCESECURITY[Option1-UnconditionalDemandBankGuarantee]

FORM No. 6- PERFORMANCE SECURITY [Option 2– Performance Bond]

FORMNo.7-ADVANCEPAYMENTSECURITY

FORMNo.8-RETENTIONMONEY SECURITY

FORMNo1:NOTIFICATIONOFINTENTIONTOAWARDOFCONTRACT

ThisNotificationofAwardshallbesenttoeachTendererthatsubmittedaTenderandwasnotsuccessful.Sendthis Notification to the Tenderer's Authorized Representative named in the Tender Information Form on the format below.

FORMAT

1. FortheattentionofTenderer'sAuthorized Representative
   i) Name:*[insertAuthorizedRepresentative'sname]*
   ii) Address:*[insertAuthorizedRepresentative'sAddress]*
   iii) Telephone:*[insertAuthorizedRepresentative'stelephone/faxnumbers]*
   iv) EmailAddress:*[insertAuthorizedRepresentative'semail address]*

   [IMPORTANT:insertthedatethatthisNotificationistransmittedtoTenderers.TheNotificationmustbesent to all Tenderers simultaneously. This means on the same date and as close to the same time as possible.]

2. Dateoftransmission:[*email*]on[*date*](localtime)

   ThisNotificationissentby(*Nameanddesignation*)_____

3. NotificationofAward
   i) ProcuringEntity:*[insertthenameoftheProcuringEntity]*
   ii) Project:*[insertnameofproject]*
   iii) Contracttitle:*[insertthenameof thecontract]*
   iv) ITTNo:*[insertITTreferencenumberfromProcurementPlan]*

   ThisNotificationofIntentiontoAward(Notification)notifiesyouofourdecisiontoawardtheabovecontract. The transmission of this Notification begins the Standstill Period. During the Standstill Period, you may:

4. Requestadebriefinginrelationtotheevaluationofyourtenderbysubmittinga Procurement-related Complaint in relation to the decision to award the contracts.

   a) Thesuccessfultenderers

   i) NameofsuccessfulTender_____

   ii) AddressofthesuccessfulTender_____

   _____

   iii) ContractpriceofthesuccessfulTenderKenyaShillings_____
   (inwords_____)

   b) Thereasonsforyourtenderbeingunsuccessful areasfollows:

   c) OtherTenderers

   NamesofallTenderersthatsubmittedaTender.IftheTender'spricewasevaluatedincludetheevaluatedpriceas well as the Tender price as read out.

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SNo	NameofTender	TenderPrice as read out	Tender'sevaluated price (Note a)	OneReasonWhyNotEvaluated
1				
2				
3				
4				
5				

(Notea)StateNEifnotevaluated

5. Howtorequestadebriefing

a) DEADLINE:Thedeadlinetorequestadebriefingexpiresatmidnighton[*insertdate*](*localtime*).

b) You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (5) Business Days of receipt of this Notification of Intention to Award.

c) Providethecontractname,referencenumber,nameoftheTenderer,contactdetails;andaddresstherequest for debriefing as follows:
   i) Attention:[*insertfullnameofperson,ifapplicable*]
   ii) Title/position:[*inserttitle/position*]
   iii) Agency:[*insertnameofProcuringEntity*]
   iv) Emailaddress:[*insertemailaddress*]

d) Ifyour requestforadebriefingisreceivedwithinthe3Daysdeadline,wewillprovidethedebriefingwithin five (3) Business Days of receip tof your request. If we are unable to provide the debriefing within this period,theStandstillPeriodshallbeextendedbyfive (3)Daysafterthedatethatthedebriefingisprovided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

e) Thedebriefingmaybeinwriting,byphone,videoconferencecallorinperson.Weshallpromptlyadvise you in writing how the debriefing will take place and confirm the date and time.

f) If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide thedebriefingas soonaspracticable,andnormallyno later than fifteen(15) Days from thedate of publication of the Contract Award Notice.

6. Howtomakeacomplaint

a) Period:Procurement-relatedComplaintchallengingthedecisiontoawardshallbesubmittedbymidnight, [*insert date*] (local time).

b) Providethecontractname,referencenumber,nameoftheTenderer,contactdetails;andaddressthe Procurement-related Complaint as follows:
   i) Attention:[*insertfullname ofperson,ifapplicable*]
   ii) Title/position:[*inserttitle/position*]
   iii) Agency:[*insertnameofProcuringEntity*]
   iv) Emailaddress:[*insertemailaddress*]

c) At thispointintheprocurement process,you maysubmitaProcurement-relatedComplaintchallengingthe decisiontoaward thecontract. Youdo notneedtohave requested, or received, a debriefing beforemaking this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

d) Furtherinformation:FormoreinformationrefertothePublicProcurementandDisposalsAct2015andits Regulations a vailable from the Website www.ppra.go.ke.

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Youshouldreadthesedocumentsbeforepreparingandsubmittingyourcomplaint.

e) Therearefour essentialrequirements:
   i) Youmustbean'interestedparty'.Inthiscase,thatmeansaTendererwhosubmittedaTenderinthis tendering process and is the recipient of a Notification of Intention to Award.
   ii) Thecomplaintcanonlychallengethedecision toawardthecontract.
   iii) Youmustsubmitthecomplaintwithintheperiodstatedabove.
   iv) Youmustinclude,inyourcomplaint,alloftheinformationrequiredtosupportyourcomplaint.

7. StandstillPeriod

i) DEADLINE:TheStandstillPeriodisduetoendatmidnighton[*insertdate*] (localtime).
ii) TheStandstillPeriodlaststen(14)DaysafterthedateoftransmissionofthisNotificationofIntentionto Award.
iii) TheStandstillPeriodmaybeextendedasstated inparagraphSection5(d)above.

IfyouhaveanyquestionsregardingthisNotificationpleasedonothesitatetocontact us. On behalf of the Procuring Entity:

Signature:

_____

Name: _____

_____

Title/position: _____

_____

Telephone: _____

FORMNO.2-REQUESTFORREVIEW

FORMFORREVIEW(r.203(1))

PUBLICPROCUREMENTADMINISTRATIVEREVIEWBOARD

APPLICATIONNO…….OF……..…20..... **BETWEEN**

…...... **APPLICANT**

AND

… ..... **RESPONDENT(ProcuringEntity)**

Requestforreviewofthedecisionofthe……(NameoftheProcuringEntityof……datedthe…dayof …….20…….inthematterofTenderNo……..…of……..20…..for ..... (Tenderdescription).

REQUESTFORREVIEW

I/We……,theabovenamedApplicant(s),ofaddress:Physicaladdress…….P.O.BoxNo……. Tel.No……..Email ..... ,herebyrequestthePublicProcurementAdministrativeReviewBoardtoreviewthewhole/partof theabovementioneddecisiononthefollowinggrounds,namely:

1.

2.

Bythismemorandum,theApplicantrequeststheBoardforanorder/ordersthat:

1.

2.

SIGNED…….(Applicant)Datedon…….day of……/…20……

FOROFFICIALUSEONLYLodgedwiththeSecretaryPublicProcurementAdministrativeReviewBoardon..... dayof ……....20…..……

SIGNED

BoardSecretary

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FORMNO3:LETTEROFAWARD

letterheadpaperoftheProcuringEntity][date]

To:*[nameandaddress oftheContractor]*

This is to notify you that your Tender dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Contract Data]* for the Accepted Contract Amount *[amoun tin numbers and words] [name ofcurrency]*,ascorrectedandmodifiedinaccordancewiththeInstructionstoTenderers,isherebyaccepted by *(name of Procuring Entity)*.

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

AuthorizedSignature:.....

NameandTitleofSignatory:.....

NameofProcuringEntity:.....

Attachment:*ContractAgreement:*.....

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FORMNO4:CONTRACTAGREEMENT

THISAGREEMENTmadethedayof…….20……..,between……. ……...of .....(hereinafter"theProcuring Entity"), of the one part, and_____of_____(hereinafter "the Contractor"), of the other part:

WHEREAS the Procuring Entity desires that the Worksknownas_____shouldbe executed by the Contractor, and has accepted a Tender by the Contractor for the execution and completion of these Worksand the remedying of any defects there in,

TheProcuringEntityandtheContractoragreeasfollows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

   a) theNotificationofAward
   b) theFormofTender
   c) theaddendaNos_____(ifany)
   d) theSpecialConditionsofContracte)
   the General Conditions of Contract; f)
   theSpecifications
   g) theDrawings;and
   h) thecompletedSchedulesandanyotherdocumentsformingpartofthecontract.

3. In consideration of the payments to be made by the Procuring Entity to the Contractor as specified in this Agreement, the Contractor here by covenants with the Procuring Entity to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Entity here by covenants to pay the Contractor in consideration of the execution and completion oftheWorksandtheremedyingofdefectstherein,theContractPriceorsuchothersumasmaybecomepayable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

   INWITNESSwhereofthepartieshereto havecausedthisAgreementtobeexecutedinaccordancewiththe Laws of Kenya on the day, month and year specified above.

   Signedand sealedby_____(fortheProcuring Entity)

   Signedandsealedby_____(fortheContractor).

FORMNO.5-PERFORMANCE SECURITY

[Option1-UnconditionalDemandBankGuarantee]

[Guarantorletterhead]

Beneficiary:*[insertnameandAddressofProcuringEntity]*

Date: _____*[Insertdateofissue]*

Guarantor:*[Insertnameandaddressof placeofissue,unlessindicatedintheletterhead]*

1. We have been informedthat_____(hereinafter called "the Contractor") has entered into Contract No._____dated_____with(*nameof Procuring Entity*)_____(the Procuring Entity as the Beneficiary), for the execution of _____(hereinaftercalled"theContract").

2. Furthermore,weunderstandthat,accordingtotheconditionsoftheContract,aperformanceguaranteeisrequired.

3. Atthe request of theContractor, we as Guarantor, hereby irrevocablyundertake topaytheBeneficiary anysum or sums not exceeding in total an amount of_____(*in words*),[1] such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complyingdemandsupportedbytheBeneficiary'sstatement,whetherinthedemanditselforinaseparatesigned document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

4. Thisguaranteeshallexpire,nolaterthanthe……...Dayof……,2.....[2],andanydemandfor paymentunderitmustbereceived byusattheofficeindicatedaboveonorbeforethatdate.

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

[NameofAuthorizedOfficial,signature(s)andseals/stamps]

Note:*Allitalicizedtext(includingfootnotes)isforuseinpreparingthisformandshallbedeletedfromthefinalproduct.*

[1] *TheGuarantorshallinsertanamountrepresentingthepercentageoftheAcceptedContractAmountspecifiedintheLetterofAcceptance,lessprovisional sums,ifany, and denominated either in the currency of the Contract or a freely convertible currency acceptable to the Beneficiary.*

[2] *Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Procuring Entity should note that in the event of anextensionofthisdateforcompletionoftheContract,theProcuringEntitywouldneedtorequestanextensionofthisguaranteefromtheGuarantor.Suchrequestmust be in writing and must be made prior to the expiration date established in the guarantee.*

FORMNo.6-PERFORMANCESECURITY

[Option2–PerformanceBond]

*[**Note:***ProcuringEntitiesareadvisedtousePerformanceSecurity–UnconditionalDemandBankGuaranteein stead of Performance Bond due to difficulties involved in calling Bond holder to action]*

[Guarantor letterhead or SWIFT identifier

*code]***Beneficiary:**

*[insertnameandAddressof*ProcuringEntity*]***Date:**

_____*[Insert date of issue]***PERFORMANCE**

BONDNo.:___

Guarantor:*[Insertnameandaddressofplace ofissue,unlessindicatedintheletterhead]*

1. BythisBond_____asPrincipal(hereinaftercalled"theContractor")and _____] as Surety (hereinafter called "theSurety"),are held and firmly bound unto_] as Obligee (hereinafter called "the Procuring Entity") in the amount of_____for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

2. WHEREAS the Contractor has entered into a written Agreement with the Procuring Entity dated the_____day of_____,20_____, for_____in accordance with the documents, plans, specifications,andamendmentsthereto,whichtotheextenthereinprovidedfor,arebyreferencemadeparthere of and are here in after referred to as the Contract.

3. NOW,THEREFORE,theConditionofthisObligationissuchthat,iftheContractorshallpromptlyandfaithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise,itshallremaininfullforceandeffect.WhenevertheContractorshallbe,anddeclaredbytheProcuring Entity to be, in default under the Contract, the Procuring Entity having performed the Procuring Entity's obligations there under, the Surety may promptly remedy the default, or shall promptly:

   a) CompletetheContractinaccordancewithitstermsandconditions; or

   b) Obtain a tender or tenders from qualified tenderers for submission to the Procuring Entity for completing the Contract in accordance with its terms and conditions, and upon determination by the Procuring Entity and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Procuring Entity and make a vailable as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, includingother costsanddamages forwhichtheSuretymay beliablehereunder,theamount setforthin the first paragraph hereof. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Procuring Entity to Contractor under the Contract, less the amount properly paid by Procuring Entity to Contractor; or

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

4. TheSuretyshallnotbeliableforagreatersumthanthespecifiedpenaltyofthisBond.

5. Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-OverCertificate.NorightofactionshallaccrueonthisBondtoorfortheuseofanypersonorcorporation other than the Procuring Entity named here in or the heirs, executors, administrators, successors, and assigns of the Procuring Entity.

6. In testimony whereof, the Contractor has here unto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly at tested by the signature of his legal representative, this day _____of_____20_____.

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SIGNEDON_____onbehalf of_____

By_____inthecapacityof_____

Inthepresenceof_____

SIGNEDON_____onbehalf of_____

By_____inthecapacityof_____

Inthepresenceof_____

FORMNO.7-ADVANCEPAYMENT SECURITY

[DemandBankGuarantee]

[Guarantorletterhead]

Beneficiary: *[InsertnameandAddressof*ProcuringEntity*]*

Date: *[Insertdateof issue]*

ADVANCEPAYMENTGUARANTEENo.: *[Insertguaranteereferencenumber]*

Guarantor:[*Insertnameandaddressof placeofissue,unlessindicatedintheletterhead]*

1. Wehavebeeninformedthat_____(hereinaftercalled"theContractor")hasenteredintoContract No._____*dated*_____with the Beneficiary, for the execution of_____ (hereinafter called" the Contract").

2. Furthermore,weunderstandthat,accordingtotheconditionsoftheContract,anadvancepaymentinthesum _____(*inwords*_____)istobemadeagainstanadvancepaymentguarantee.

3. At therequest of the Contractor, we asGuarantor, hereby irrevocablyundertake topaytheBeneficiary anysum or sums not exceeding in total an amount of_____(*in words*_____)[1] upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:
   a) Hasusedtheadvancepaymentforpurposesotherthanthecostsofmobilizationinrespectof theWorks; or
   b) Hasfailedtorepaytheadvancepaymentinaccordancewiththe Contractconditions,specifyingthe amount which the Applicant has failed to repay.

4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from theBeneficiary's bankstating that theadvance payment referredtoabove hasbeencredited totheContractor on its account number_____at_____.

5. The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, oronthe_____dayof_____,2_____,[2] whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

_____

[NameofAuthorizedOfficial,signature(s)andseals/stamps]

Note:*Allitalicizedtext(includingfootnotes)isforuseinpreparingthisformandshallbedeletedfromthe final product.*

---

[1] *TheGuarantorshallinsertanamountrepresenting theamountoftheadvancepaymentanddenominatedeitherinthe currencyoftheadvancepaymentasspecified in the Contract.*

[2] *Insert the expected expiration dateofthe Timefor Completion. The Procuring Entity should note that in the event ofan extensionof the time for completion oftheContract,the Procuring Entitywouldneed torequestan extensionof thisguarantee fromthe Guarantor. Such requestmust beinwritingand mustbe madeprior to the expiration date established in the guarantee.*

FORMNO.8–RETENTIONMONEYSECURITY

[DemandBankGuarantee]

[Guarantorletterhead]

Beneficiary: *[InsertnameandAddressof* ProcuringEntity*]*

Date: *[Insertdate ofissue]*

Advancepaymentguaranteeno.*[Insertguaranteereferencenumber]*

Guarantor:*[Insertnameandaddressof placeofissue,unlessindicatedintheletterhead]*

1. We have been informed that *[insertnameofContractor,whichinthecaseofajointventure shall be the name of the joint venture]* (hereinafter called "the Contractor") has entered into Contract No. *[insert reference number of the contract]* dated with the Beneficiary, for the executionof *[insert name of contract and brief description of* Works*]* (hereinafter called "the Contract").

2. Furthermore, we understand that, according to the conditions of the Contract, the Beneficiary retains moneys upto the limit set forth in the Contract ("the Retention Money"), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, and payment of *[*insert the second half of theRetention Money] is tobe made against a Retention Money guarantee.

3. At the request of theContractor,we, as Guarantor,hereby irrevocably undertake to paytheBeneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[insert amount inwords])*[1] uponreceiptbyusoftheBeneficiary'scomplyingdemandsupportedby the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifyingthedemand,statingthattheContractorisinbreachofitsobligation(s)undertheContract,withoutyour needing to prove or showgrounds for your demand or the sum specified there in.

4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from theBeneficiary's bankstating that thesecondhalfof theRetentionMoney asreferred toabove hasbeencredited to the Contractor on its account number at *[insertnameandaddressofApplicant'sbank]*.

5. This guarantee shall expire no later than the.....Day of.....2.....[2], and any demand for payment under it must be received by us at the office indicated above on or before that date.

6. TheGuarantoragreestoaone-timeextensionofthisguaranteeforaperiodnottoexceed*[sixmonths][oneyear],*inresponsetotheBeneficiary's writtenrequest forsuch extension,such requesttobe presentedto theGuarantor before the expiry of the guarantee.

_____

[NameofAuthorizedOfficial,signature(s)andseals/stamps]

Note:*Allitalicizedtext(includingfootnotes)isforuseinpreparingthisformandshallbedeletedfromthefinalproduct.*

[1] *TheGuarantorshallinsertanamountrepresentingtheamountofthesecondhalfoftheRetentionMoney.*

[2] *Insertadatethatistwenty-eightdaysafterthe expiryofretentionperiodafter theactualcompletiondateofthecontract. TheProcuringEntityshouldnotethatin the event of an extension of this date for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from theGuarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.*

FORM NO.9BENEFICIALOWNERSHIPDISCLOSUREFORM

(AmendedandissuedpursuanttoPPRACIRCULARNo.02/2022)

INSTRUCTIONSTO TENDERERS:DELETETHISBOXONCE YOUHAVECOMPLETEDTHEFORM

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful tenderer pursuant to Regulation13(2A)and13(6)oftheCompanies(BeneficialOwnershipInformation)Regulations,2020.Incaseofjoin venture,t the tenderer must submit a separate Form for each member. The beneficial ownership information to bsubmitted ine this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controlsthelegalperson(tenderer)orarrangementsoranaturalpersononwhosebehalfatransactionisconducted, and includes those persons who exercise ultimate effective control over a legal person (Tenderer) or arrangement.

Tender Reference No.:_____[*insertidentificationno*]

Name of the Tender Title/Description:_____*[insert name of the assignment]* to:

_____*[insertcompletenameofProcuringEntity]*

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

I) Weherebyprovidethefollowingbeneficialownershipinformation.

DetailsofBeneficialownership

	DetailsofallBeneficial Owners		**%ofshares aperson holdsinthe company Directly or indirectly**	**% of voting rightsaperson holds in the company**	**Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer** (Yes / No)	**Whether a person directlyorindirectly exercisessignificant influence or control over the Company (tenderer)(Yes/No)**
1.	FullName		Directly---------- % ofshares Indirectly---------- % ofshares	Directly…….%ofvoting rights Indirectly---------%ofvoting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing bodyoftheTenderer: Yes -----No---- 2. Is this right held directly or indirectly?: Direct…… Indirect……..	1. Exercises significant influenceorcontrol overtheCompany body of the Company(tenderer) Yes-----No---- 2. Is this influence or control exerciseddirectly or indirectly? Direct…….. Indirect……
	Nationalidentity card number or Passportnumber					
	Personal Identification Number(where applicable)					
	Nationality					
	Dateofbirth *[dd/mm/yyyy]*					
	Postaladdress					
	Residentialaddress					
	Telephonenumber					
	Emailaddress					
	Occupationor profession					
2.	FullName		Directly---------- % ofshares Indirectly---------- % ofshares	Directly…….%ofvoting rights Indirectly---------%ofvoting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing bodyoftheTenderer: Yes -----No---- 2. Is this right held directly or indirectly?: Direct…… Indirect……..	1. Exercises significant influenceor control over the Companybodyof the Company (tenderer) Yes-----No---- 2. Is this influence or control exerciseddirectly or indirectly? Direct…….. Indirect……
	Nationalidentity card number or Passportnumber					
	Personal Identification Number(where applicable)					
	Nationality(ies)					
	Dateofbirth *[dd/mm/yyyy]*					
	Postaladdress					
	Residentialaddress					
	Telephonenumber					
	Emailaddress					
	Occupationor profession					

II) Amfullyawarethatbeneficial ownershipinformationabove shallbereportedtothePublicProcurementRegulatory Authoritytogether withotherdetailsinrelationtocontractawardsandshall bemaintainedintheGovernmentPortal, published and made publicly available pursuant to Regulation 13(5) of the Companies (Beneficial Ownership Information)Regulations, 2020.(NotwithstandingthisparagraphPersonallyIdentifiableInformationinline withthe Data Protection Act shall not be published or made public). *Note that Personally Identifiable Information (PII) is definedas anyinformationthat canbeusedtodistinguishonepersonfrom anotherand canbeusedtodeanonymize previouslyanonymous data. This information includes National identitycardnumber orPassportnumber, Personal IdentificationNumber,Dateofbirth,Residentialaddress,emailaddressandTelephonenumber.*

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

(a) holdsatleasttenpercentoftheissuedsharesinthecompanyeitherdirectlyorindirectly;

(b) exercisesatleasttenpercentofthevotingrightsinthecompanyeitherdirectlyorindirectly;

(c) holdsaright,directlyorindirectly,toappointorremoveadirectorofthecompany; or

(d) exercisessignificantinfluenceorcontrol,directlyorindirectly, overthecompany.

IV) Whatisstatedtohereinaboveistruetothebestofmyknowledge,informationandbelief.

*NameoftheTenderer ..... *[insertcompletenameoftheTenderer]*_____

*NameofthepersondulyauthorizedtosigntheTenderonbehalfoftheTenderer:**[insertcompletenameofperson duly authorized to sign the Tender]*

DesignationofthepersonsigningtheTender..... [insertcompletetitleofthepersonsigningtheTender]

Signatureofthe personnamedabove..... [insertsignatureofpersonwhosenameandcapacityareshown above]

Datethis.....[insertdateofsigning]dayof.....[Insertmonth],[insertyear]

Bidder Official Stamp

KISII COUNTY GOVERNMENT

PROPOSED CONSTRUCTION OF NEW INPATIENT BLOCK AT NYAMACHE LEVEL IV HOSPITAL

NEGOTIATION NO.

PREPARED AND ISSUED BY

COUNTY WORKS OFFICER
PUBLIC WORKS
P.O BOX 4550-40200 KISII

QUANTITY SURVEYOR

COUNTY QUANTITY SURVEYOR
PUBLIC WORKS
P.O BOX 4550-40200 KISII

ARCHITECTS

COUNTY ARCHITECT
PUBLIC WORKS
P.O BOX 4550-40200 KISII

SERVICE ENGINEERS

COUNTY ELEC & MECH.
PUBLIC WORKS
P.O BOX 4550-40200 KISII

CIVIL & STRUCTURAL ENGINEER

COUNTY STRUCTURAL ENG.
PUBLIC WORKS
P.O BOX 4550-40200 KISII

CHIEF OFFICER

I.R&P.W
KISII COUNTY GOVERNMENT
P.O BOX 4552-40200 KISII

SEPTEMBER 2026

GENERAL SPECIFICATIONS

DEMOLITION AND ALTERATIONS

A. Protecting of Existing Building etc

The Contractor must provide all requisite shoring, needling and strutting or other supports to walls, floors, roofs etc. necessary for the protection and safety of existing buildings and all fans and other protection necessary to protect the adjoining owners and the general public. The Contractor shall later alter, adopt and maintain all such temporary works as may be necessary from time to time and finally clear away and make good all disturbed. He will be held solely responsible for the safety of existing buildings and the sufficiency of all temporary work She/he must provide all necessary tarpaulins and other means of covering up for the protection of new works and existing against inclement weather, and make good all damage done.

B. Electric and Water Supplies

The contractor shall give notice to the local authority, Kenya Power & Lighting Company and the Kenya Post & Telecommunications and shall allow them facilities for removing any fixtures, fittings or services, which may belong to them. He shall arrange for any electrical, sanitation and other services, which come within the area to be demolished, to be connected and diverted so that they may be entirely self-contained within any portion of the premises which is to remain.

C. Shoring to Adjoining Buildings

Prior to executing excavations or commencing underpinning, the Contractor is to provide shoring in the position directed by the engineer.

D. Overloading Existing Structures

Materials arising from the demolitions must not be stacked or allowed to accumulate on existing structures in such a way as to endanger their stability. The Contractor will be held entirely responsible for damage arising from this clause.

E. Materials Arising

No Materials arising from the demolition may without the express permission of the Engineer be re-used in the new works. Notwithstanding that the Engineer may allow re-use of any materials from demolition, all materials unless otherwise as described to be “set aside” shall become the property of the contractor who shall remove from the site with reasonable speed.

F. Cutting Openings

The prices for cutting openings shall include for all necessary temporary strutting, easing and striking.

CONCRETE WORK

A. Engineer

For the purpose of the concrete structure, the Structural Engineer shall be deemed invested with the duties.

B. Code of Practice

All workmanship, materials, tests and performances in connection with the reinforced concrete work are to be conformity with the latest edition of the British Standard Code of Practice (C.P. 114 for „The structural Use of Reinforced Concrete Building") where not inconsistent with these preambles.

C. Supervision

A competent person approved by the Engineer shall be employed by the Contractor whose duty will be to supervise all stages in the preparation and placing of the concrete. All cubes shall be made and site tests carried out under his direct supervision, in consultation with the Engineer.

D. Contractor's Plant, Equipment and Construction Procedures

Not less than 30 days prior to the installation of the Contractor"s plant and equipment for processing, handling, storing and proportioning ingredients and for mixing, transporting and placing concrete, the Contractor shall submit drawing for approval by the Engineer, showing proposed general plant arrangement, together with a general description of the equipment he proposes to use.

After completion of installation, the operation of the plant and equipment shall be subject to the approval of the Engineer.

Where these preambles, the Bills of Quantities or the Drawing requires specific procedures to be followed, such requirements are not to be construed as prohibiting use by the contractor of alternative procedures if it can be demonstrated to the satisfaction of the Engineer, that equal results will be obtained by the use of such alternatives.

Approval of plant and equipment or their operation or any construction procedure shall not waive or modify any procedure or requirements contained in the preambles governing the quality of the materials of the finished work.

E. Levels and Foundations

The foundation of the works shall be carried down to depths as may be directed by the Engineer and must be cut as nearly to the size of the concrete as possible and vacant spaces between the concrete filled in as directed by the Engineer. All temporary timber be removed but should any timber be left in or should any other work done be beyond that specified, it will be at the Contractor's own cost.

A. Tolerance

On all setting out, dimensions of six metres and over, a maximum non-accumulative tolerance of plus or minus 5mm will be allowed. On all setting out, dimensions less than six metres, a maximum non-accumulative tolerance of plus or minus 3mm will be allowed. On the cross section dimensions of structural members unless otherwise required by the Drawings, a maximum tolerance of plus or minus 3mm will be permitted.

The top surface of concrete floor slabs and beams shall be within 6mm of the normal level and line shown on the Drawings. Columns shall be truly plumb and non-accumulative tolerance of 3mm will be permitted. The contractor shall be responsible for the cost of all corrective measures required by the Engineer to rectify work which is not constructed within the tolerance set above.

B. Materials Generally

All materials which have been damaged, contaminated or have deteriorated or do not comply in any way with the requirements of the preambles shall be rejected and shall be removed immediately from the site at the Contractor's own expense. No materials shall be stored or stacked on suspended floors without the Engineer's prior approval.

C. Samples and Testing

Every facility shall be provided to enable the Engineer to obtain samples and carry out tests on the materials and construction. If these tests show that any of the materials or construction do not comply with the requirements of these preambles, the Contractor will be responsible for the costs of the tests and the replacement of defective materials and/or construction.

D. Cement

Cement unless otherwise specified shall be Portland cement of a brand approved by the Engineer and shall comply with the requirements of B.S 12 with the exceptions that it may contain reactive volcanic ash of not permitted in B.S 12 may be exceeded on this account only. A manufacturer‟s certificate of test in accordance with B.S 12 shall be supplied for each consignment delivered to the site.

Should the Contractor require using cement of the Rapid Hardening variety, he shall obtain the approval of the Engineer and also obtain any instructions regarding cost modifications to the preambles caused thereby. Any additional cost that may be caused by the use of Rapid Hardening cement shall be at the Contractor‟s expense.

Cement may be delivered to site either in bags or in bulk.

If delivered in bags each bag shall be properly sealed and marked with the manufacturer‟s name and on the site is to be stored in waterproof shed of adequate dimensions with a raised floor. Each consignment shall be kept separate and marked so that it may be used in the sequence in which it is received. Any bag found to contain cement which has set or partly set shall be completely discarded and not used in the works. Bags shall not be stored more than 1.5 metres in height.

If delivered in bulk the cement shall be stored in a weatherproof silo either provided by the cement supplier or the Contractor but in either case the silo shall be to the approval of the Engineer.

A. Aggregates

Aggregates shall conform to the requirements of B.S 882 and the sources and types of all aggregates are to be approved in all respects by the Engineer before work commences.

The grading of aggregates shall be one within the limits set out in the B.S 882 and as later specified and grading, once approved, shall be adhered to throughout the works and not varied without the approval of the Engineer. Fine aggregate shall be clean, coarse, siliceous sand of good, sharp, hard quality and shall be free from lumps of stone, earth, loam, dust, salt, organic matter and any other deleterious substances. It shall be graded within the limits of Zone 1 or 2 of table 2 of B.S. 882.

Coarse aggregate shall be good, hard, clean, approved black trap or similar stone, free from dust, decomposed stone, clay, earthy matter, foreign substances or friable thin elongated or laminated pieces. It shall be graded within the limits of Table 1 of B.S.822 for its respective nominal size.

If in the opinion of the Engineer, the aggregate meets with the above requirements but is dirty or adulterated in any manner it shall be screened and/or washed with clean water at the Contractor‟s expense.

Aggregate shall be good, hard, clean, approved black trap or similar stone, free from dust, decompose stone, clay, earthly matter, foreign substances or friable thin elongated or laminate pieces. It shall be graded within the limits of Table 1 of B. S. 882 for its respective nominal size.

If in the opinion of the Engineer, the aggregate meets with the above requirements but is dirty or adulterated in any manner it shall be screened and / or washed with clean water at the Contractor‟s expense.

Aggregates shall be delivered to the site in their prescribed sizes or grading and shall be stock-pilled on paved areas or boarded platforms in separate units to avoid intermixing. **On no account shall aggregates be stock-piled on the ground.**

The Engineer shall be entitled to require a Certificate from approved testing laboratory in connection with each source of fine and course aggregates showing that materials comply with the specification. All such testing shall be carried out at the Contractor‟s expense.

A. Samples

Samples of materials shall be submitted as soon as possible after the contract is let. No deliveries in bulk shall be made until the samples are approved by the Engineer. All condemned materials shall be removed from the site within 24 hours.

Every facility shall be provided to enable the Engineer to obtain samples and carry out tests on the materials and construction. If these tests show that any of the materials or construction does not comply with the requirements of this specification, the contractor will be responsible for the costs of the tests and the replacement of defective materials and/or construction.

B. Water

The water used for mixing concrete shall be from an approved source, clean, fresh, and free from harmful matter and comply with the requirements of B.S. 3148.

C. Ready-mixed concrete

Ready-mixed concrete may only be used with the permission of the Engineer.

D. Expansion Joint Filler

Expansion Joint Filler shall be „Flexcell" as manufactured by Expandite Ltd, or „Rexilex" as manufactured by Evomastics Ltd or equivalent and approved filler.

E. Joint Sealer

Sealers shall be „Pli-astic" or Seelastic" as described, both manufactured by Expandite Ltd, or equivalent, applied in accordance with the manufacturer"s printed instructions and prices shall include for temporary battens or fillers and afterward withdrawing to form grooves as necessary.

"Seelastic" shall be applied by gun and gun where more than 12mm deep shall include filling with loose packing yarn to within 2mm from outer face. „pli-astic shall be grade 88 and applied hot. With Engineer"s prior approval Polemastic fillers of the appropriate grade as manufactured by Evamastic Ltd, may be substituted for „ Seelastic".

F. Concrete Strengths

Grade „35" „30" „25" and „20" concrete shall have the minimum strengths as given by Works Cube Tests shown on the table below.

Concrete strength (cont'd)

	Minimum Crushing strengths			
	Grade 35	Grade 30	Grade 25	Grade 20
7 Days	23.5 N/mm^2 (3750 $lbs./in^2$)	20.0N/mm^2 (2860 lbs/in^2)	16.5N/mm^2 (2340 lbs/in^2)	13.5N/mm^2 (1930 $lbs./in^2$)
28 Days	35.0 N/mm^2 5000 $lbs./in^2$)	30.0N/mm^2 (4300 $lbs./in^2$	25.0N/mm^2 (3500 $lbs./in^2$)	20.0N/mm^2 (2855 $lbs./in^2$)

The average strengths obtained from cube tests shall be 10% higher than the minimum strengths shown above

Grades lower than those given shall be of nominal mixes and may be measured volume or weight. No cube test will be required for these grades.

Nominal Mix by Volume	**1:3:6**	**1:4:8**
Cubic metres of fine aggregate Per 50 Kg bag of cement	0.12	0.16
Cubic metres of coarse aggregate Per 50 Kg bag cement	0.24	0.32
Max. Size of coarse aggregate	40mm*	40mm*

* Or 20 mm for blinding concrete where described.

A. Measured Proportions of Concrete

Cement
The quantity of cement shall be measured by weight. Where delivered in bags, each batch of concrete is to use one or more whole bags of cement.

Aggregates

(i) For Grades „35" „30" „25" and „20" concrete, aggregates shall be measured by weight in a weight batching as described hereafter.

(ii) For lower Grade concrete, aggregates may be measured by weight or by volume. Where by volume, approved gauge boxes of such a size as will give the correct proportions shall be used.

A. Weigh Batching Machines

Weigh batching machines shall be of an approved type and shall be properly maintained and checked for accuracy at regular intervals.

B. Concrete Mix

The weights of fine and coarse aggregate to be used in concrete mixes „35" „30" and „20" shall be limited in accordance with the table below. The proportions of fine to coarse aggregate and cement which the Contractor proposes to use for each of the mixes specified shall first be approved by the Engineer. The contractor will then be required to prepare Preliminary Test Cubes and have these cubes tested as described for Work Cube Tests.

The test results should be submitted to the Engineer in sufficient time for further tests to be carried out should they prove unsatisfactory. Cube strengths in the preliminary tests must show crushing strengths of at least 25% higher than the strengths specified for work cube tests. If the contractor is unable to produce specified cube strengths, he will be required at his own cost to increase the cement content of the mix until satisfactory results are produced.

The Engineer may require at any time during the contract the proportions of fine to coarse aggregate to be altered in order to produce a mix of greater strength or improved workability and providing the total proportions of aggregate to cement remain unchanged, no claim for additional cost will be considered.

C. Minimum Cement Content

Mix	Grade 35	Grade 30	Grade 25	Grade 20
Minimum cement content By weight combined Total Weight aggregate	1 to 5	1 to 6	1 to 7	1 to 7

D. Waterproof Concrete

Where waterproof concrete is specified, sealocrete „Sealopruf Intergral Waterproofing Compound" and „Sealoplaz Concrete Plasticizer" are to be added to the mixing water strictly in accordance with the manufacturer"s instructions and at the rate of 500cc and 125cc respectively to each 50kg bag of cement to which the aggregates have already been added and mixed. Not more than 22.5 to 24.75 litres of water per 50kg bag of cement are to be used unless otherwise approved by the Engineer.

A. Materials

Water bar shall be P.V.C water bar as manufactured by Expandite Limited, or other approved type and shall be provided in the position indicated on the Drawings.

Joint shall be heat welded in accordance with the manufacturer‟s instruction and where the water bar is to be fixed vertically, metal clips as manufactured by the supplier of the water bar or of other approved design shall be provided to suspend the water bar from reinforcement.

Where waterproof concrete is used the Contractor shall adhere strictly to the position and type of construction joints as detailed on the drawings. Any deviation from this procedure or the provision of additional construction joints will require the prior approval of the Engineer and any additional water bar so required will be at the Contractor‟s expense.

Formwork shall be designed with sufficient timber forms and blocking pieces to support the water bar and ensure that it is not displaced during concreting. In the case of horizontal joints in vertical walling and similar members the formwork shall be so constructed as to permit water bar is positioned at the base of the starter or up stand of concrete surrounding the lower half of the water bar to be poured in the same operation as slab or other concrete from which it springs.

Formwork to walls or similar members where water bar is positioned at the base of the lift shall have sufficient openings not less that 300mm square at approximately 150mm to 300mm above the level of the water bar to permit checking that the water bar is correctly positioned and not displaced during concreting.

No concreting will be permitted to portions where up stand starters forms an integral part until the framework to the starters has been fixed and approved.

B. Sealocreate Supercoat Waterproofer:-

Where specified „Sealocreate Supercoat Waterproofer‟ shall be applied to the concrete or block work surfaces strictly in accordance with the manufacturer‟s instructions. The surfaces must be well wire-brushed to remove dirt, efflorescence, adhering mortar and all foreign matter. It shall then be cleaned with fresh water, when absolutely dry a generous coat of Sealocrete Supercoat shall be applied by brush or spray gun. Surfaces so treated shall be protected from damage or staining as described elsewhere.

C. Testing Equipment

The contractor shall provide the following equipment for carrying out control tests on the Site:-

(a) Straight edges 3 metres and 1 metre long for testing the accuracy of the finished concrete;

Testing Equipment Cont'd

(b) A glass graduated cylinder for use in the silt test for organic impurities in the sand.

(c) Slump test apparatus.

(d) Four 150 mm steel cube moulds with base plates and tamping rods to B.S.1881.

A. Work Cube Tests

Work cubes are to be made at intervals as required by the Engineer and the Contractor shall provide a continuous record of the concrete work. The cubes shall be made in approved 150mm moulds in the strict accordance with the Code of Practice. Four Cubes shall be made on each occasion, from different batches, the concrete being taken from the point of deposit.
Each cube shall be marked with a distinguishing number (numbers to run consecutively) and the date and record shall be kept on site giving the following particulars:-

a) Cube No.

b) Date Made

c) Location in work

d) 7-day Test
Date…….
Strength……..

e) 28-day Test
Date…….
Strength……..

Cubes shall be forwarded, carriage paid to an approved Testing authority in time to be tested two at 7 days and one at 28 days and remaining one at the discretion of the Engineer. No cube shall be dispatched within 3 days of casting.

Copies of all work Cube Test results shall be forwarded to the Engineer and one shall be retained on the site.

If the strengths required above are not attained and maintained throughout the carrying out of the contract, the Contractor will be required to increase the proportion of cement and/or substitute better aggregates so as to give concrete which does comply with requirements of the Contract. The Contractor may be required to remove and replace at his own cost any concrete which fails to attain the required strength as ascertained by Work Cube Tests.

A. Mixing and Placing of Concrete

The concrete shall be mixed only in approved power driven mixers of a type and capacity suitable for work; and in any event not smaller than 0.5/0/33 cu.m capacity. The mixer shall be equipped with an accurate water measuring device. All materials shall be thoroughly mixed dry before the water is added and the mixing of each each batch shall continue for a period of not less than two minutes after the water has been added and until there is a uniform distribution of the materials and the mass is uniform in colour.

The entire contents of the mixed drum shall be discharged before recharging. The volume of mixed materials shall not exceed the rated capacity of the mixer. Whenever the mixer is started, 10% extra cement shall be added to the first batch and no extra payment shall be added on this account.

As a check on concrete consistency slump tests may be carried out and shall be in accordance with B.S 1881. The contractor shall provide the necessary apparatus and allow for the cost of such tests. The slump of the concrete made with the specified water content, using dry materials shall be determined and the water to be added under wet condition shall be so reduced as to give approximately the same slump.

The concrete shall be mixed as near to the place where it is required as is practicable and only such as required for a specified section of the work shall be mixed at one time, such section being commenced and finished in one operation without delay.

All concrete must be efficiently handled and used in the works within twenty (20) minutes of mixing. It shall be discharged from the mixer direct either into receptacles or borrows and shall be distributed by means which do not cause separation or otherwise impair the quality of concrete. Approved mechanical means of handling will be encouraged, but the use of chutes for placing concrete is subject to prior approval of the Engineer.

Concrete shall be placed from height not exceeding 1.50m directly into its permanent position and shall not be worked along the shutters to the position. Unless otherwise approved, concrete shall be placed in single operation to the full thickness of slabs, beams and similar members and shall be placed in horizontal layers not exceeding 1.50m deep in walls and similar members.

Concrete in columns may be placed to the height of 4.0m with careful placing and vibration and satisfactory results. Where the height of column exceeds 4.0m suitable openings must be left in the shutters so that this maximum lift is not exceeded.

Concrete shall be placed continuously until the completion of the part of the work between construction joints as specified hereafter or of a part of approved extent. At the completion of the specified or approved part of a construction joint of the form and in the position hereinafter specified shall be made. If stopping of concreting be unavoidable elsewhere, a construction joint shall be made by a contractor and a copy supplied to the Engineer.

Mixing and placing of concrete (cont'd)

Any accumulation of set concrete on the reinforcement shall be removed by wire brushing before further concrete is placed.

Care shall be taken that the concrete is not disturbed or subject to vibrations and shocks during the setting period.

Mixing machines, platforms and barrows shall be clean before commencing mixing and be cleaned on every cessation of work.

Where concrete is laid on hardcore or other absorbent materials, the base shall be suitable and sufficiently wetted before the concrete is deposited.

A. Compaction

At all times during which concrete is being placed, the Contractor shall provide adequate trained and experienced labour to ensure that the concrete is compacted in the forms to the satisfaction of the Engineer.

Concrete shall not be placed at a rate greater than will permit satisfactory compacted nor to a depth greater than 450mm before it is compacted.

During and immediately after placing, the concrete shall be thoroughly compacted by means of continuous tamping, spading, slicing and vibration. Vibration is required for concrete of grades 35, 30, 25 and 20.

Care shall be taken to fill every part of the forms, to work the concrete under and around the reinforcement without displacing it and to avoid disturbing recently placed concrete which has begun to set.

Any water accumulating on the surface of newly placed concrete shall be removed and no further concrete shall be placed thereon until such water is removed.

Internal vibrators shall have a frequency of not less than 7,000 cycles per minute and shall have a rotation eccentric weight of at 0.75 kg with an eccentricity of not more than 15mm. Such vibrators shall visibly affect the concrete within a radius of 250 mm from the vibrator.

Internal vibrators shall not be inserted between layers of reinforcement less than on half times the diameter of vibrators apart. Contact between vibrators and reinforcements and vibrators and formwork shall be avoided.

Compaction (cont'd)

Internal vibrators shall be inserted vertically into the concrete whenever possible at not more than 500mm centers and shall constantly be moved from place to place.

No internal vibrator shall be permitted to remain in any one position for more than ten seconds and it shall be withdrawn very slowly from the concrete.

In consolidating each layer of concrete the vibrating head shall be allowed to penetrate and re-vibrate the concrete in the upper portion of the underlying layer. In the area, where newly placed concrete joints previously placed concrete, more than usual vibration shall be performed, the vibrator penetrating deeply at close intervals along these contacts layers of concrete shall not be placed until layers previously placed have been vibrated thoroughly as specified.

Vibrators shall not be used to move concrete from place to place in the framework.

At least one interval vibrator shall be operated for every cubic metres of concrete placed per hour and at least one spare vibrator shall be maintained on Site in case of break-down during concreting operations.

External formwork vibrators shall be of the high frequency low amplitude type applied with the principal direction of vibration in the horizontal plane. They shall be attached directly to the forms at not more than 1,200m centres.

In additional to internal and external vibration the upper surface of suspended floor slabs shall be leveled with a tamping or vibrating screed prior to finishing. Vibrating elements shall be of the low frequency high amplitude type operating at a speed of not less than 3,000 r.p.m.

A. Construction Joints

Construction joints shall be permitted only at the positions predetermined on the drawings or as instructed on the Site by the Engineer. In general they shall be perpendicular to the lines of principal stresses and shall be located at points of minimum shear, viz, vertically at, or near, mid-spans of slabs, ribs and beams.

Suspended concrete slabs are generally to be cast using alternate bay construction in bays not exceeding 15.00m in length. Not two adjacent bays are to be cast within a minimum period of 48 hours of each other. The joints between adjacent bays are to be in positions agreed with the Engineer.

Under no circumstances shall concrete be allowed to tail-off, but it shall be deposited against stopping-off boards.

Compaction (cont'd)

Before placing new concrete against concrete already hardened, the face of old concrete shall be thoroughly hacked, roughened and cleaned. Laitance and loose material removed there from and immediately before placing the new concrete the surface shall be saturated with water and covered with a coat of mortar at least 25 mm in thickness composed of cement and fine aggregate in the proportions used in the concrete.

A. Curing and Protection

Care must be taken that no concrete is allowed to become prematurely dry and the fresh concrete must be carefully protected within two hours of placing from rain, sun, and wind by means of Hessian sacking, polythene sheeting, or other approved means. This protective layer and the concrete itself must be kept continuously wet for at least seven days after the concrete has been placed. The Contractor must allow for the complete coverage of all fresh concrete for a period of 7 days.

Hessian of polythene sheeting shall be in the maximum widths obtained and shall be secured against wind. **The Contractor will not be permitted to use old cement bags, Hessian or other material in small pieces.**

Concrete in foundations and other underground work shall be protected from admixture with the falling earth and after placing.

Traffic or loading must not be allowed on the concrete until the concrete is sufficiently matured, and in no case shall traffic or loading be of such magnitude as to cause deflection or other movement in the formwork or damage to the concrete members. Where directed by the Engineer props may be required to be left in position under slabs and other members for greater periods than those specified hereafter.

B. Faulty Concrete

Any concrete which fails to comply with these preambles, or which shows signs of setting before it is placed shall be taken out and removed from site. Where concrete is found to be defective after it has set, the concrete shall be cut out and replaced in accordance with the Engineer"s instructions. On no account shall any faulty, honeycombed, or otherwise defective concrete be repaired or patched until the Engineer has made an inspection and issued instructions for the repair.

The whole of the cost whatsoever, which may be occasioned by the need to remove faulty concrete, shall be borne by the contractor.

A. Rod Reinforcement

The steel reinforcement shall comply with the latest requirements for the following British Standards:-

- Hot rolled M.S for the reinforcement of concrete B.S.4449
- Hot rolled H.Y steel for the reinforcement of concrete B.S.4449
- Cold worked H.Y.steel for the reinforcement of concrete B.S.4461
- Hard drawn steel wire B.S.4482

B. Fabric Reinforcement

Fabric reinforcement shall be electrically cross-welded steel wire mesh reinforcement to B.S 4483, and of the size and weight specified.

C. Fixing Rod Reinforcement

Reinforcement shall be accurately bent to the shapes and dimensions shown on the Drawings and Schedules in accordance with B.S.4466. Reinforcement must be cut and bent cold and no welded joints will be permitted unless so detailed.

Reinforcement shall be accurately placed in position as shown on the drawings and before and during concreting, shall be secured against displacement by using No. 18 S.W.G annealed binding wire suitable supports, spacers or metal hangers to ensure the correct position and cover.

No concreting shall be commenced until the Engineer has inspected the reinforcement in position and until his approval has been obtained. The contractor shall be given two clear days notice of his intention to concrete position according to the drawings before and during concreting. During concreting a competent steel fixer must be in attendance on the concreters to adjust the positions of any reinforcements which may be displaced. The vibrators are not to come into contact with the reinforcement.

A. Position and Correctness of Reinforcement

Irrespective of whether any inspection and/or approval of the fixing of the reinforcement have been carried out as above. It shall be the contractor‟s sole responsibility to ensure that the reinforcement fixed exactly in the positions shown therein and in position to give prescribed cover.

The Contractor will be held entirely responsible for any failing or defect in any portion of the reinforced concrete structure and including any consequent delay, claims, third party claims, etc. where it is shown that the reinforcement has been incorrectly positioned or is incorrect in size or quantity with respect to the detailed drawings or bending schedules.

B. Spacer Blocks

Spacing blocks of approved size and shape made of concrete similar to that used in the surrounding construction and fixed to the reinforcement of framework by No. 18 S.W G. wire set into the spacer blocks or other approved means shall be provided where necessary to ensure that the requisite cover is obtained. The Contractor is to include for proving sufficient such spacer blocks in his prices for steel reinforcement where such supplier has been nominated. Where composite blocks or other forms of nib construction are used, spacer blocks are to be provided as shown on the drawings. These will generally consist of concrete block as described above made to fit the width of the rib less 3mm to tolerance and with single or double grooves (depending on the number of the reinforcement bars used per rib) in the top surface with wire ties at each groove.

C. Concrete Cover to Reinforcement

Unless otherwise directed, the concrete cover to rod reinforcement over main bars in any face shall be:-

- Foundation against earth face 75mm
- Foundations against blinding 50mm
- Column 40mm
- Beams 25mm
- Slabs 15mm
- Walls 25mm

A. Fixing Fabric Reinforcement

The fixing shall be free from scale, rust, grease or other substances likely to reduce the bond between the steel and the concrete and shall be laid with minimum 300mm laps and bound with No. 18.S.W.G annealed iron wire.

B. Projecting Reinforcement

Where reinforcement projects from a concreted section of the structure and this reinforcement is expected to remain exposed for some time. It is to be coated with a cement grout to prevent rust staining on the finished concrete. This grout too is brushed off the reinforcement prior to the continuation of concreting.

C. Fixtures and indentations Concrete

No openings, chases, holes or other voids shall be formed in the concrete without the prior approval of the Engineer. Details of any fixtures to be permanently built into the concrete including the proposed positions of all conduits 25mm and over in diameter shall be submitted to the Engineer for his approval before being placed.

D. Chases, Holes etc in Concrete

The Contractor shall be responsible for the co-ordination with the Electrical and other Sub- contractors for incorporating electrical conduit, pipes, fixing blocks, chases holes and the like in concrete members as required and must ensure that adequate notice is given to the sub-contractors informing them when concrete members incorporating the above are to be poured. The Contractor shall submit full details of these items to the Engineer for approval before the work is put in hand. All fixing blocks, chases, holes etc, to be left in the concrete shall be accurately set out and cast with the concrete.

E. Position of Electrical Conduit

Unless otherwise instructed by the Engineer all electrical conduits to be positioned within the reinforced concrete shall be fixed inside the steel cages of beams and columns and between the top and bottom steel layers in slabs and similar members.

The proposed position of all conduits 25mm and over in diameter which are to be enclosed in the concrete shall be shown accurately on a plan to be submitted to the Engineer. Whose approval shall be obtained before any such conduit is placed.

F. Formwork

The method and system of framework which the Contractor proposes to use shall be approved by the Engineer before construction commences. Formwork shall be substantially and rigidly constructed of timber or steel or precast concrete or other approved material.

Formwork cont'd

All timber for formwork shall be good, sound, clean, sawn well-seasoned timber free from warps and loose knots and of scantlings sufficiently strong for their purpose.

A. Construction of Formwork

All formwork shall be of sufficient thickness and with joints close enough to prevent undue leakage of liquid from the concrete and fixed to proper alignment, level and plumb and supported on sufficiently strong bearers, shores, braces, plates etc properly held together by bolts to prevent displacement, vibration or movement by the weight of materials, men and plant on the same so wedged and clamped as to permit easing and removal of formwork without jarring the concrete. Where formwork is supported on previously constructed portions of the reinforced concrete structural frame, the Contractor shall by consultation with the Engineer ensure that the supporting concrete structure is capable of carrying the load and or sufficiently propped from lower floors or portions of the frame to permit the load to be temporarily carried during construction.

Soffits shall be erected with an upward chamber of 10 mm for each 4.00 M of horizontal span or as directed by the Engineer.

Great care shall be taken to make and maintain all joints in the formwork as tight as possible to prevent the leakage of grout during vibration. All faulty joints shall be called to the Engineer‟s approval before concreting.

The formwork shall be sufficiently rigid to ensure that no distortion or bulging occurs under the effects of vibration. If at any time the formwork is insufficiently rigid or in any way defective the Contractor shall strengthen or improve such formwork as the Engineer may direct.

The Contractor‟s attention is drawn to the various surface textures and applied finishes required and the faces of framework next to the concrete must be such material and construction and be sufficiently true to provide a concrete surface which will in each particular case permit the specified surface treatment or applied finish.

All surfaces which will be in contact with concrete shall be oiled or greased to prevent adhesion of mortar. Oil or grease shall be of a non-staining mineral type applied as a thin film before the reinforcement is placed. Surplus moisture shall be removed from the forms prior to placing of concrete.

Temporary openings shall be provided at the base of the columns, walls and beam forms and at any other points where necessary to facilitate cleaning and inspection immediately before the pouring of concrete. Before the concrete is placed, the shuttering shall be true-up and any water accumulated therein shall be washed out or otherwise removed from within the formwork.

Construction of form

The reinforcement shall be inspected for accuracy of fixing. Immediately before placing the concrete the formwork shall be well watered and inspection openings shall be closed. The erection, easing, striking and removing of all formwork must be done under the personal supervision of a competent foreman, and any other occurring through faulty formwork or its incorrect removal shall be made good by the contractor at his own expense.

After removal of formwork, all projections fins, etc. on the concrete surface shall be chipped off and made good to the requirements of the Engineer. Any voids or honeycombing shall be treated as described under "Faulty concrete".

A. Stripping Formwork

All formwork shall be removed without undue vibration or shock and without damage to the concrete. No formwork shall be removed without the prior consent of the Engineer and the minimum periods that shall elapse between the placing of the concrete and the striking of the formwork will be as follows:-

Beam sides, wall and columns (unloaded)	2 days
Slab soffits (props left under)	3 days
Beam soffits (props left under)	7 days

Removal of props to (partly subjected to 7 days concrete cube strength being satisfactory)

Slabs	10 days
Beams	14 days

If the contractor wishes to take advantage of the shorter stripping times permitted for beam and slab soffits when props are left, he must so design his formwork that sufficient props as agreed with Engineer can remain in their original position without being moved in any way until expiry of the minimum time for removal of props. Stripping and re-propping will not be permitted.

The above times may be reduced in certain circumstances at the discretion of the Engineer provided an approved method is adopted at the Contractor‟s expense to ensure that the required concrete strength is attained before the forms are stripped.

Solid strips in composite slab shall be considered as beams. The top of retaining walls shall be adequately supported with stout taking props at intervals required by the Engineer. These props are not to be removed until after 7 days after casting of the floor slab.

A. Surface Finishes

Where fair finish is specified the concrete shall be brought to a perfectly true smooth and even surface by rubbing with carborundum stone dipped in cement grout. Such work must be commenced within one hour of removing the formwork and be actively and rapidly pursued until completed the object being to complete the finish as soon as possible after the removal of the shattering on no account may such work be postponed to a later stage in the Contract. Fair face surfaces shall be clean, smooth, even to form and free from all board marks, joint marks, honey combing, pitting etc. The Contractor is permitted at his own expense to provide smooth lining to the forms which will achieve the required finish without rubbing down. All rubbed down work must be lightly washed with plain cold water at the completion of the Contract, and not before the cement grout used in the finish is at least four weeks old after initial mixing.

B. Wrought Lined Formwork

The shuttering shall be constructed of wrought tongued and grooved boarding plywood or block board lined with approved laminated plastic sheeting to produce a concrete surface with truly flat surface completely free from all air bubbles, joint marks, honey comb and other pittances and blemishes to the approval of the Engineer.

Should the Contractor desire to use alternative materials he should submit proposals to the Engineer for approval.

Should the Contractor fail to obtain approval and the Architect subsequently rejects the work, the Contractor will at his own expense carry out all work necessary to attain the approval of the same.

C. Tamped Finish

Areas so specified shall be finished at the time of casting with a tamped finish to the Engineer‟s approval produced by and edge board. Board marks are to be made to a true pattern and will generally be at right angles to the traffic flow. Haphazard or diagonal tamping will not be accepted.

D. Board Marked Finish

Where so directed or measured the finish shall be that of a board marked pattern panels, the boards shall be arranged and of widths and sizes all as detailed on the drawings. All exposed concrete will be left unpainted and therefore every care and attention shall be paid to obtain a satisfactory visual appearance and that maintenance of the same throughout the building operation. The finished surfaces shall be free from blow holes, hungry patches and other blemishes, and a sample panel is to be provided and approved by the Engineer before work commences.

Board Marked finish (Cont'd)

Unless otherwise specified, the formwork shall be rip sawn softwood to the Engineer‟s approval and shall have sufficiently strong grain to impart a corresponding pattern on the concrete surface. Unless otherwise approved it shall be lightly oiled with approved non-staining mould oil.

A. Vertical Ribbed Finish

Vertical ribbed finish to walls shall comprise 50x50mm concrete projections at 450mm centres cast vertically on the face of the wall. All surfaces are to be used as described under „Wrought Formwork‟.

B. Diagonal Ribbed Finish

Diagonal ribbed finish to walls shall comprise 5 x 20 mm deep concrete projections at 100mm centres cast at 45 degree angle to the vertical on face of wall. All surfaces are to be described under „wrought formwork‟.

C. Chisel Dressed Finish

Where specified a chisel dressed finish is to be carried out on any grade of concrete but not until it is at least 30 days old. The surfaces are to be fully chisel dressed to removed maximum of 12mm (average 9 mm) of the surface to expose the aggregate without excessive cracking or breaking thereof.

Where the drawings show details of arrises of columns, beams, etc. these are to be performed with timber fillets set in the formwork and care must be taken in working up to those preserve a clean line.

For vertical surfaces of walls and columns, particular care must be taken to remove all sharp projections. For beam soffits this requirement is not necessary.

All chisel dressed surfaces are to have margins chisel dressed by hand for a minimum width of 75mm commencing from the fillet edge. Thereafter mechanical chisel dressing may be used but the Contractor must ensure that a uniform texture and even plane surface is achieved. The use of pointed steel tools for both hand and mechanical chisel dressing is essential. Upon completion the surfaces are to be thoroughly wire brushed and washed down and protected during the course of construction from damage dirt, cement grout.etc.

A. Precast Concrete

Unless otherwise approved by the Engineer all precast concrete construction shall be carried out on the site and shall conform to requirements given elsewhere in these preambles.

The maximum size of coarse aggregate in precast concrete shall not exceed 20 mm except for the thickness less than 75mm where it shall not exceed 15mm.

The compacting of precast concrete shall conform to requirements given elsewhere in these preambles except for thin slabs where use of immersion type vibrators is not practicable. The concrete in these slabs may be consolidated on a vibrating table or by any other methods approved by the Engineer.

Steam curing precast concrete will be permitted. The procedure for steam curing shall be subject to the approval of the Engineer.

The precast work shall be made under cover and shall remain under the same for seven days. During this period and for a further seven days the concrete shall be shielded by sacking or approved materials kept constantly wet. It shall then be stacked in the open for at least a further seven days to season before being set in position. Where steam curing is used these times may be reduced subject to the approval of Engineer.

Precast concrete units shall be constructed in individual forms. The method of handling concrete units after casting, during curing and during transport and erection shall be subject to the approval of the Engineer, providing that such approval shall not relieve the Contractor of responsibility for damage to precast concrete units resulting from careless handling.

Repair of damage to the precast concrete units, except for minor abrasions of the edges which will not impair the installation and/or appearance of the units will not be permitted and the damaged units shall be replaced by the contractor at his own expense.

Except where precast work is described as „fair face" or as having „exposed aggregate" or terrazzo finish the moulds shall be made of suitable strong sawn timber true in form to the shapes required. Unless otherwise described faces are to be left rough from the sawn moulds.

Where precast work is described as „fair face" the moulds are to be made of metal or are to have a metal or plywood linings or are to be other approved moulds which will produce a smooth dense fair face to the finished concrete suitable to receive a painted finish direct and free from all shutter marks, holes, pittances, etc. in his prices for such precast work is to have an „exposed aggregate" or terrazzo finish the moulds shall be constructed to the requirements given for moulds for „finished fair" work. The method of achieving exposed aggregate finish shall be aggregate transfer or other approved method.

Precast concrete

The precast units shall be installed to the lines, grades and dimensions shown on the Drawings or as directed by the Engineer.

A. Hollow Concrete Block Suspended Construction (Composite Floor Slab)

Concrete hollow blocks for use in the composite floor slab are to be of the same sizes required as shown on the drawings and with thickness and are to be adequate strength to support the concrete during placing and consolidation of vibration. Blocks are to be manufactured in accordance with the procedure specified in B.S 2028 and to be of a mix not weaker than 1:4:8 cement : sand : stone: using maximum 10mm size aggregate. Concrete blocks are cured for at least 28 days before use on the site. During the first seven days of curing, blocks are to be kept permanently damp and protected from exposure to sun and wind.

Concrete blocks are to be wetted before the pouring of concrete.

Hollow clay filler blocks for use in the composite floor slabs are to be of the sizes shown on the drawings and to be of adequate strength to support the concrete during placing and consolidation by vibration. They shall be obtained from an approved manufacturer. Before any orders are placed, at least 6 sample clay blocks shall be provided for approval of the Engineer. Any clay blocks subsequently delivered to the Site which in the opinion of the Engineer are not of equal standard to the approved samples shall be rejected.

Rejected blocks shall immediately be removed from site and shall not be used in the works. Clay blocks are to be full cured before delivery or use on site.

Clay blocks are to be well wetted before the pouring of concrete.

B. Composite Floor Construction.

The hollow block floor construction is generally to be as shown on the Engineer‟s Drawings.

Care shall be taken in placing blocks to ensure that they are set out in accordance with the details shown on the drawings and that they run truly in line without encroaching on the width of the in-situ ribs.

The open ends of hollow blocks, if adjacent to concrete to be placed insitu, are to be plugged or stopped to prevent the concrete from flowing into the void and the Contractor is to include for this in his prices.

The contractor should note that slip tiles are not to be used to the soffit of ribs and he is to take this into consideration in pricing the items of formwork to the soffit of hollow block floor construction.

Composite Floor Construction (cont'd)

Before concreting is carried out the blocks are to be thoroughly wetted.

Care should be taken during concreting that the width of ribs between the rows of blocks and the solid in-situ concrete shown on the Drawings adjacent to supporting beams is not encroached upon by the blocks.

It is essential that the concrete topping be poured at the same time as the ribs between hollow blocks.

Reinforcement shall be positioned accurately with required cover in accordance with the Drawings and using the particular spacing blocks shall be provided in ribs at not more than 1,200m centres. Care must be taken during concreting that the reinforcement is not displaced.

Where holes or services occur, the necessary holes or pockets shall be accommodated by the replacing of a hollow block in-situ concrete or the widening of a rib all in accordance withy the Engineers instructions.

Prices for such holes through hollow block construction are to include the re-arrangement or substitution of the hollow block with solid concrete in addition to the actual formation of the hole.

A. Concrete Surface Beds

Before placing concrete and where specified or shown on the Drawings a layer of 500 gauge polythene or diothene sheeting shall be laid on the base course. Minimum 300 mm laps shall be provided at all joints.

The concrete shall be placed as soon as possible after being mixed. In transporting the concrete, adequate precautions shall be taken to avoid damage to the prepared base. The concrete shall be spread to such a thickness that what compacted it shall have the finished thickness as specified or shown on the drawings. A layer of concrete 50mm less than the finished thickness shall first be spread and struck off at the correct level to receive the top fabric reinforcement.

The top layer shall then be added. Not more than 30 minutes shall elapse between spreading the bottom layer and the start of compaction of the top layer. The Contractor shall be responsible for maintaining the reinforcement in its correct position during the placing and compaction of the concrete.

Concrete Surface Beds (cont'd)

The compaction and finishing of the concrete shall be effected by immersion vibrators and a hand or mechanical tamper weighing not less than 10kg per meter and having tamping edge shod with a steel strip 75mm wide fixed to the tamper by countersunk screws. Immersion vibrator with „spade" attachments will be permitted. Compaction shall be continued until a dense, sealed surface finish is achieved. Over-compaction causing an excessive amount of fines to be brought to the surface shall be avoided.

The surface of the concrete shall be finished to the surface texture specified to the levels falls and cross falls as directed or shown on the Drawings and shall be subject to the following tolerances:-

- The levels shall be within + or -6 mm of the levels specified.
- The falls shall be within 1% of the falls specified.
- The smoothness shall be such that departures from a 3.00 M straight edge laid in any direction shall not exceed 3mm.

Minor irregularities shall be made good by the use of a steel float but in no circumstances shall mortar be used to make good the surface.

As soon as the surface has been finished, it shall be protected against too-rapid drying by means of damp Hessian, polythene sheeting or other approved means placed carefully on the surface and kept wet for a further 21 days.

The most critical period is the first 24 hours after placing and curing during that time shall be very thorough.

The Contractor is to obtain the Engineer"s approval to the material and method he proposes to use for curing and no concreting will be permitted until sufficient such material is on site.

Forms shall not be removed from freshly placed concrete until it is at least 24 hours old.
Care shall be taken that in their removal no damage is done to the concrete, but should any damage occur the Contractor shall be responsible for making it good.

A. Concrete Surface Beds

Expansion joints shall be positioned and constructed as shown on the drawings. The joints in the surface beds shall be absolutely square and true to line and position.

All Joints in surface beds shall be formed to the patterns and shapes to coincide exactly with the joints in the surface finish or as otherwise indicated on the drawings. Formwork shall be manufactured from steel of heavy angle section and be to the Engineer‟s approval. The Contractor shall submit drawings of the forms he intends to use and obtain the Engineer‟s approval before fabrication. Panels shall be poured in alternate bays as agreed with the Engineer. No construction joints and other than those indicated on the Drawings shall be submitted.

B. Notes Concerning Measurement and Pricing

The Contractor must allow for all costs incurred during the progress of the Contract for complying with the provisions concerning the preparation and use of graded mixes.

Prices of concrete shall include for mixing and depositing as described or indicated and for hoisting and depositing at the various levels required throughout the building and shall also include for forming or hacking a satisfactory key for all faces receiving asphalt and plaster work. Prices for slabs shall also include for leveling off the surface as described under „Compaction‟ and all temporary formwork to form construction joints at bay edges.

Prices for reinforced concrete shall in addition, include for filling into between or on formwork and thoroughly compacting between and around rods and fabric reinforcement and for forming all additional construction joints between varying mixes. Where described as Vibrated, prices must include for fully vibrating as described.

Prices for formwork shall include for extra material at joints, extra labour and waste for narrow widths, small quantities, overlaps, passing at angles, straight cutting and waste, splayed edges, notching, etc. and for fixing at the various levels including battens, struts and supports and for bolting, wedging easing, striking and removal. Prices for linear items such as boxing shall include for angles and ends.

Prices for steel rod reinforcement shall include for cutting to lengths and all labour in bending and cranking, forming hooked ends handling, hosting and fixing in position and for providing all necessary tying wire and supports. Prices for fabric reinforcement shall include for all straight cutting and waste, handling, hoisting and fixing in position providing all necessary tying wire supports and all extra materials in laps.

Notes Concerning Measurement and Pricing (Cont'd)

Prices for all precast concrete shall include for all moulds, finishing as described, handling reinforcement, hoisting and fixing at the required levels, bedding, jointing and pointing in cement and sand (1:5) mortar also for casting or cutting to the exact lengths required and any waste resulting from such cutting.

Prices for expansion joints shall include for cutting to size all temporary supports, and prices for expansion joint sealers shall include all temporary battens or fillets required to form the necessary grooves.

Prices for suspended hollow tile composite floor and roof slabs must be a „all inclusive" to include for concrete hollow tiles, in-situ concrete ribs, concrete topping, concrete filling to open ends of hollow concrete tiles.

Concrete in main beams shall be separately measured to the full width thereof and for full depth to top of slab level and composite slabs are measured the net area between the same. No adjustment will be made in reinforcement etc, into main beams or flanges etc to obtain bearing which are deemed to be covered in the Contractor"s rates.

WALLING

A. Stones

Stone for walling shall be hard, dense, dark grey stone from an approved quarry or other equal and approved.

Stone walling described as load-bearing shall have a minimum crushing strength of 7.00 Newtons per square millimeter and shall comply with C.P 111: Part 2.

B. Concrete Blocks

All hollow or solid concrete blocks for general use shall comply with B.S 2028 Type "A" and with C.P 111: Part 2, of minimum crushing strength of 3.5 Newtons per square millimeter, maximum density 1,500 Kg/m^3 and minimum density 1.0 kg/m^3 and must be obtained from an approved manufacturer equal to samples deposited with and approved by the Architect.

Concrete block walling described as load-bearing shall a minimum crushing strength of 7. Newtons per square millimetre and minimum density of 1,500 Kg/m^3.

All concrete blocks must be cured for a minimum period of four weeks before use, the first 3 days of which shall be done under cover on a boarded surface or clean concrete floor. All testing of blocks is to be carried out by the Ministry of Works Materials Testing Laboratory or other.

C. Block Shape and Conditions

All concrete blocks shall be of even textured and of properly mixed ingredients and all portions of the block shall be of properly set and hardened concrete.

Blocks shall be free from cracks or blemishes and shall be true to shape and size with clean sharp edges and corners and with corners truly square.

D. Casting

Blocks shall be cast in suitable block-making machines, either power-driven or hand-operated. The moulds shall be of steel and accurately made to size and to give the required shape and squareness of block.

The mould and contents should be subject to vibration and the material in mould subject to pressure during casting, so as to form a dense and uniform concrete block. The material should contain only sufficient water to obtain full chemical reaction of the cement and to give proper workability of constituents.

A. Mixing of Materials

The maximum ratio combined aggregate to cement shall not be greater than 9:1.

Mixing shall take place in mechanical mixers so as to thoroughly mix the constituents to a uniform consistency before casting.

B. Stacking

The blocks after curing as specified above may be stacked up to a maximum of one metre high and in such a way as to prevent damage to the edges or corners.

C. Hollow Clay Blocks

Hollow clay blocks shall be sound well-burnt hollow clayware blocks, "best quality and obtained from an approved manufacturer precisely to the specified sizes".

D. Wall Reinforcement

All walling under 200mm thick shall be reinforced with hoop iron 25mm wide or similar reinforcement centrally in joints as approximately 400mm centres (Vertically for the full length of the walls, lapped and crimped 3mm at running joints and full width of wall at angles and intersections).

E. Chasing

Chasing in load-bearing walling for electrical conduits, pipes etc. is to be kept to a minimum size of cut and position and runs of chases are to be approved by the Architect before any cutting is commenced. Horizontal runs will not be permitted.

F. Cement

The cement shall be as described in "concrete work".

G. Sand

The sand for mortars shall be described in "concrete work" except that it shall be fine sand.

H. Lime

The lime shall be described in "plasterwork".

A. Mortars

Cement mortar shall consist of one part of Portland cement to three parts of sand by volume.

The cement/lime mortar shall consist of one part of Portland cement, one part of lime and six parts of sand by volume.

The ingredients of mortar shall be measured in proper gauge boxes on a boarded platform, the ingredients being thoroughly mixed dry, and again whilst adding water. In the case of cement/ lime mortar, the sand and lime shall be mixed first and then the cement added. All mortar is to be thoroughly mixed to a uniform consistency with only sufficient water to obtain a plastic condition suitable for trowelling. No mortar that has commenced to set is to be used or remixed for use.

B. Setting Out

The Contractor shall provide proper setting out rods and set out on the same all work showing openings, heights, sills and lintel and shall build the various walls and piers to the thicknesses, widths and heights shown upon the Drawing. No part of the walling shall be carried up more than one metre higher at one time than any other part and in such cases the jointing shall be made in long steps so as to prevent cracks arising and all walls shall be leveled around at floor and wall heads.

C. Bonding Walling

All blocks shall be properly bonded together and in such a manner that no vertical joint in any one course shall be within 100 mm of a similar joint in the courses immediately above and below. Alternate courses of walling at all angles and intersections shall be carried through the full thickness of the adjoining walls

All perpends, reveals, quoins and other angles and joints of the walls etc shall be built strictly true and square.

D. Laving and Jointing

All blocks are to be well-wetted before laying and tops of walls where left off shall be well-wetted before commencing building. All joints are to be 10 mm thick and flushed up and grouted in solids as the work proceeds.

All exposed faces of walls for plastering are to be left rough and the joints raked out while mortar is green to form adequate key.

All other faces shall be cleaned down on completion with a wire brush or as necessary and mortar drippings, smear marks etc removed and rates must include for this.

A. Putlog Holes

All put log holes shall be carefully, properly and completely filled up on completion of walling and before plastering is commenced.

B. Fair Face

Walling described as fair-faced shall be built with selected blocks and pointed with neat flush joints.

C. Damp-proof courses

Damp-proof courses shall be bituminous felt to B.S 743 weighing 7 lbs. per square yard, free from tears and holes to be laid with 150 mm minimum laps on and including a leveling screed of cement mortar.

D. Prices to Include

The prices of walling shall include for all straight cutting, bonding, plumbing angles forming reveals, pinning up to undersides of concrete soffits and cutting up sides of columns and cutting and pinning ends of lintels and sills.

CARPENTRY

A. Generally

All timber as it arrives on the site shall be inspected by the Contractor and any timber brought on the site and not complying with the specification or not approved, must be removed forth with from the site and only timber is approved shall be used.

The contractor shall upon signing the contract purchase sufficient supplies of specified hardwoods to avoid possible shortages at a later date.

B. Species of Timber

The following timber shall be used:-

Standard Common Name	**Botanical Name**
Podocarpus	Podocarpus spp.
Cedar	Juniperus procera.
African Mahogany (Munyama)	Khay anthotheca.
Camphor	-
Mninga	Ptecocarpus Angloensis
Mvule	Chlorophora axcelsa
Cypress	-

A Tolerances in Thickness

Shall confirm with the following Grading Rules**:-**

1) Hardwood Grading (First and second grades)

The following tolerances in thickness will be admitted:-

a) 1.5 mm oversize on pieces up to 25 mm and up to 50 mm in thickness.

b) 3 mm oversize on pieces over 25 mm and up to 50 mm in thickness.

c) 6 mm oversize on pieces over 50 mm in thickness. Under size will not be permitted.

2) Softwood Grading; strength grades (for carpentry)

First and second grades

Undersize not allowed

Oversize: All timber to be sawn oversize by 1.5mm per 25mm of thickness and width to a maximum of 3mm in thickness and 6mm in width.

3. Softwood Grading: Appearance grades (for joinery)

First and second grades
All for strength grades above.

B. Insect Damage

All timber shall be free from live borer beetles or other insect attack when brought upon the site. The contractor shall be responsible up to the end of the maintenance period for executing at his own cost all work necessary to eradicate insect attack to timber which becomes evident, including the replacement of timber attacked or suspected of being attacked, notwithstanding that the timber concerned may have already been inspected and passed as fit for use.

A. Seasoning of Timber

All timber shall be seasoned to a moisture content of not more than 22% for carpentry and 15% for joinery.

B. Pressure impregnation treatment

All carpentry timbers, sawn joinery and timber grounds for fixing joinery shall be treated with pressure impregnated "celcure" or "Tanalith" solution with a minimum net retention of 0.35 lbs. of dry salt per cubic foot. If so required "charge sheets" issued after treatment with "celcure" or Tenalith" shall be submitted by the contractor to the Architect for his retention. All cut ends and any other cut faces of timbers sawn after treatment shall be treated before mixing with "Celcure B" of "Wolmanol" solution brushed on.

The Contractor prices for such timber hereinafter must allow for the above treatment.

C. Inspection and Testing

The Architect shall be given facilities for inspection of all works in progress whether in workshop or on site. The contractor is to allow for testing of prototypes of special construction units and the architect shall be at liberty to select any samples he may require for the purpose of testing i.e. for moisture content or identification, species strength, etc. Such tests will be carried out by the forestry Department.

D. Clearing up

The contractor is to clear out and destroy or remove all cut ends, shavings and other wood waste from all parts of the building and the site generally, as the work progresses and at the conclusion of the work.

This is to prevent accidental borer infestation and to discourage termites and decay.

E. Workmanship

All carpenter‟s work shall be accurately set out in strict accordance with the drawings and shall be framed together and securely fixed in the best possible manner with properly made joints; all brads, nails and screws, etc shall be provided as necessary, directed and approved, and the contractor‟s prices shall allow for all the foregoing.

All workmanship shall be of the best quality.

All carpenters works shall be left with sawn surfaces except where particularly specified to be wrought.

A. Dimensions

Dimensions of timber for carpentry left with sawn faces shall comply with the previous clause specifying tolerances in thickness. Dimensions for wrought members shall be as described in "Joinery".

B. Jointing

All timber shall be as long as possible and practicable to eliminate joints. Where joints are unavoidable surfaces shall be in contact over the whole area of the joint before fastenings are applied.

No nails, screws or bolts are to be fixed in any split end. If splitting is likely or is encountered in the course of any work, holes for nails are to be prepared at diameters not exceeding $4/5^{th}$ of the diameter of the nails. Clenched nails must be bent at right angles to the grain.

Lead holes are to be bored for all screws. When the use of bolts is specified the holes are to be bored from both sides of the timber and are to be of the diameter DD/16, where D is the diameter of bolt. Nuts must be brought up tight but care is to be taken to avoid crushing of the timber under the washer.

JOINERY

A. All Timber

All timber shall be first (or prime) Grade species of timber and tolerance shall be defined under "carpentry".

B. Generally

All joiners‟ work shall be accurately set out on boards to full size for the information and guidance of the artisans before commencing the respective works, with all joints, iron work and other works connected therewith fully delineated. Such setting out must be submitted to the architect and approved before such respective works are commenced.

All joiners‟ work shall be cut out and framed together as soon after the commencement of the building as is practicable, but not be wedged up or glued until the building is ready for fixing same. Any portions that warp wind or develop shakes or other defects within six months after completion of the works shall be removed and new fixed in their place together with all other work which may be affected thereby all at the contractor‟s own expense.

All work shall be properly mortised or detailed, and so designed and secured as to resist or compensate for any stresses to which they may be subjected. All nails, sprigs, etc, are to be punched and puttied. Loose joints are to be made where provisions must be made for shrinkage, glued joints where shrinkage need not be considered and where sealed joints are required. Glued for load bearing joints or where conditions may be guaranteed case in or organic glues may be used.

C. Insect Damage

All timber shall be free of insect damage as defined under "Carpentry".

D. Seasoning of Timber

All timber shall be seasoned to a moisture content of not more than 15%.

A. Dimensions

3 mm reduction off specified sizes will be allowed to each wrought face except where described as finished sizes in which joinery shall hold up to the full dimensions.

B. Chipboard

Shall be resin bonded and shall comply with B.S 2604.

C. Protect Joinery

Any fixed joinery which in the opinion of the Architect is liable to become bruised or damaged in any way, shall be completely cased and protected by the contractor until the completion of the works.

D. Flush Doors

All flush doors shall be manufactured to the thicknesses specified and consist of 10mm wide framing all round with horizontal core battens at not more than 75mm centres pressure impregnated as described and bored with 12 mm diameter ventilation holes at 300 mm centres. Doors shall have two lock blocks and be faced both sides with 6 mm ply wood and 25 mm mahogany twice rebated lipping all round and otherwise be equal to an approved sample. External flush be as described above but faced both with "exterior" quality plywood.

E. Prices to Include

Prices of items hereafter shall include for the foregoing labours, etc and in addition all prices for linear items are to include all internal and external angles either mitred or tongued, all fair, fitted, stopped, notched or returned ends all similar incidental labours and all short lengths.

F. Bottom Edges

Bottom edges of doors shall be painted with one coat of approved primer before fixing**.**

A. Iron mongery

All locks and iron mongery shall be fixed with screws etc, to match. Before the woodwork is painted, handles shall be removed carefully stored and reaffixed after completion of painting and locks oiled and left in perfect working order. All keys shall be labeled with the door reference marked on labels before handling to the Architect on completion.

All iron mongery described herein as to be supplied and fixed shall be of "Union" make or other equal standard.

The contractor is to note that joinery timber sizes are nominal unless otherwise stated as finished sizes. These nominal sizes have been calculated in accordance with standard method of measurement of building works for East Africa, 2nd Edition metric and no regard has been taken of metric sizes of timber at present being sold.

B. Fixing Joinery

All beads, fillets and small members shall be fixed with round or oval brads or nails well punched in and stopped. All larger members shall be fixed with screws. Brass screws shall be used for fixing of all hardwoods, the heads let in and pelleted over with wood pellets to match the grain.

C. Bedding frames etc

The Contractor"s rates must include for bedding frames, sills, etc, in mortar or dressing surfaces of walls, etc in lieu

D. Plugging concrete and walls

Round wood plugs shall not be used. All work described as plugged shall be fixed with screws to plugs framed by drilling concrete walls, etc, with a proper tool of suitable size at 750mm spacing and filling the holes completely with "Philplug" raw plastic or Rawl plugs in accordance with the manufacture"s instructions. Alternatively and where so agreed by the architect hardwood dovetailed fixing slips, dipped in "Woolmanol" or Celcure B" solution and cut and pinned or bedded in cement mortar (1:3) may be used.

E. Fibreboard

Shall be 12mm "Celotex" or other approved termite-proofed sot board cut panels with V-edges.

A. Plywood

Shall comply with B.S 1455 (First Quality "interior type" unless otherwise specified.)

B. Blockboard

Shall be laminated board faced both sides with 4mm plywood. Exposed edges shall be lipped with 20 mm hardwood and rates shall include for lipping.

C. Plastic Sheeting

Shall be "Formica" sheeting 1/16 thick and securely fixed with approved type waterproof adhesive, and in the colours approved by the Architect.

PLASTER WORK AND OTHER FINISHINGS

A. Cement

The cement shall be as previously described in "Concrete Work"

B. Sand

The sand shall be as described for fine aggregates but that for plastering shall be light in colour and well graded to a suitable fitness in accordance with the nature of the work in order to obtain the finish directed.

C. Line

The lime for plastering shall comply with B.S 890 Class "A" for hydraulic lime and shall be as rich as obtainable and to approval. It must be freshly burnt and shall be slaked at least one month before being used by drenching with water well broken up and mixed and the wet mixture shall be passed through a sieve of two meshes per square millimetre. Lime putty shall consist of freshly slaked lime as above described, saturated with water until semi-fluid and passed through a fine sieve: it shall then be allowed to stand until superfluous water has evaporated and it has become of the consistency of thick paste, in no case for a shorter period than one month before being used, during which it must be kept damp and clean and no portion of it allowed to become dry.

Alternatively, hydrated lime with 70% average calcium oxide content may be use and it must be protected from damp until required for use. It shall be soaked to putty at least 24 hours before use.

D. Composition of Plasters etc

A mix referred to as 1:4 shall mean 40 Kg of cement and 0.10 cubic metres of sand. All other mixes shall be construed in a like manner.

E. Hacking, etc

The prices for all pavings and plastering etc. shall include for hacking concrete surfaces and for raking out joints of walls 12mm deep and for cross-scoring undercoats to form a proper key.

Plastering on walls generally be taken to include flush faces of lintels, beams etc in same.

A. Surfaces

All surfaces to be paved or plastered must be brushed clean and well-watered before each coat is applied. All cement paving and plaster shall be kept continually damp in the interval between application of coats and for seven days after the application of the final coat.

B. Dubbing out

Where required shall be composed of one part cement to six parts of sand.

C. Partially set mixes

Partially or wholly set materials will not be allowed to be used or remixed. The plaster, etc, mixes must be used within two hours of being combined with water.

D. Samples

The contractor shall prepare samples of the screeds, pavings and plastering as directed until the quality, texture and finish required is obtained and approved by the Architect, after which all work executed shall conform with the respective approved sample.

E. Finish generally

All screeds, paving, etc, shall be finished smooth, even and truly level unless otherwise specified, by whatever method the contractor thinks fit excepting screeds, paving, etc to receive vinyl tiles which shall be steel trowelled.

Rendering and plastering shall be finished plumb, square, smooth, hard and even and junction between surfaces shall be perfectly true, straight and square.

All work shall be to approval and any not complying with the above shall be hacked away and replaced at the contractor‟s expense.

F. Arrises and Angles

All arrises and angles shall be clean and sharp or slightly rounded or thumb coved as directed, including neatly forming mitres.

G. Making good

All making good shall be cut out to a rectangular shape, the edges undercut to form dovetail key and finished flush with face of surrounding paving or plaster. Cut out and make good all cracks, blisters and other defects and leave the whole of the work perfect on completion.

A. Prices to include

In addition to the foregoing, prices of superficial items are to include for work in narrow widths, all linear labour, angles and arrises, all fair edges, for making good up to or stopping to a line at the required level at top of skirting or dadoes where directed and for making good up to window, door frames and similar.

The prices for all linear items unless otherwise measured are to include for all short lengths, angles and arrises, mitres and ends of every description.

B. Prices for paving

Prices for pavings, screeds, etc, are to include for adequate covering and protection during the progress of the works to ensure that the floors are handed over in perfect condition.

C. Floor screeds

Floor screeds shall be composed of green or red-coloured cement and sand (1:2) and shall not be laid in areas exceeding ten square meters during any period 24 hours. As bays are formed steel edge strips must be used to retain the exposed edge of the screed.

D. Two-coat lime plastering

Lime plastering shall consist of a first coat in cement, lime and sand (1:2:9) and a finishing coat of lime putty skim with 10% cement added. The two coats shall have total finished thickness of not less than 15 mm on total thickness on concrete soffits, beams, edges, etc.

The first coat shall be trowelled to a perfectly true and even surface and finished with a wood float, the surface being sprinkled with water from a brush during the process and before it has set thoroughly worked with a steel trowel, sprinkled with water as before and be brought to a uniform smooth and hard surface.

E. Parquet tiles flooring

All timber for parquet tiles flooring shall be seasoned to a moisture content of not more than 15% and be free of any insect damage.

The tiles shall be of a uniform size of 480 x 480 x 8 mm thick and bedded on and fixed with and including bituminous adhesive to a screeded bed. The tiles shall be sanded and wax polished on completion to the satisfaction of Architect.

The contractor shall take all the necessary precaution to avoid bleeding of the adhesive and any other dirty marks on the surface of the tiles.

A. White Glazed Wall Ties

White glazed walls tiles shall be of local manufacture size 150 x 150 x 6mm thick, with associated fittings all to B.S 1281. Tiles shall be well soaked in water laid with straight horizontal and vertical joints, on and including cement and sand (1:4) screed 20 mm thick bedded in cement mortar (1:3) pointed in white cement and cleaned down on completion, all to approval.

Rates for linear items shall include for all special fittings and cutting at angles and intersections.

B. Granolithic Paving

The granolithic shall consist of one part cement (by volume) to two and a half parts (by volume) of local granite chipping graded from 6mm down to 3mm with not more than 15% to pass a No. 50 B.S. Sieve.

Granolithic shall be spread and given only sufficient trowelling to produce a perfectly level surface immediately after laying. When the granolithic has stiffened sufficiently so that a hard surface can be obtained without laitance, then the surface shall be polished with a steel float to a perfectly even and smooth surface. On no account will dusting with near cement the surface be permitted.

C. Polished Terrazzo

Polished terrazzo shall consist of screed or backing coat and a finishing coat of "Snowcrete" and marble chippings (1:2) mixed with "Cementone No 1" colouring compound in accordance with manufacturer"s instructions. Overall thickness is to be as later specified.

The finishing coat shall be a minimum of 12mm thick for paving and 9mm thick for wall finishes trowelled to a smooth and even finish and well rubbed and polished carborandum. The finished texture and colour shall be similar to a sample approved by the Architect.

D. Flexible Vinyl flooring – P.V.C Tiles

Flexible vinyl floor tiles shall comply with BS. 3261 and be "Dunlop Vinyl Asbestos Bitumen Tile Adhesive" or other equal and approved in strict accordance with the Manufacturer"s printed instructions. Prices for tiles shall include for adhesive, cutting and fitting and all waste.

A. Protection

The Contractor‟s rates for all finishing shall allow for adequate protection against damage by all following trades or any other cause to the satisfaction of the architect.

A. ALL MATERIALS

Shall be of the best quality, free from defects. The materials in all stags of transportation, handling and piling shall be kept clean and injury from braking, bending and distortion prevented.

B. NAILS, SCREWS, AND BOLTS

Shall be of best quality mild steel of lengths and weights approved by the Architect. Nails shall be B.S 1202 and bolts of B.S. 916.

C. WORKMANSHIP

All work shall be carried out in the most workmanlike manner and strictly as directed by the architect.

Welding shall be neatly cleaned off and units shall be prefabricated in the workshop wherever possible, the minimum of site welding being employed.

All screws works shall have full internal and external threads and holes shall have been cleaned off. Counter-sinking must be concentric.

D. RAINWATER GOODS

Prices shall include for building in, casting in or cutting mortises for fastenings all making good jointing, short lengths and all joints in the case of fittings.

E. NACO LOUVRES

Shall be of steel, aluminium-lacquered, single control type, unless otherwise described carefully screwed into timber sub-frames or plugged and screwed to walling. Louvres of equal quality of other manufacturers may be substituted on approval.

Prices shall include for oiling and adjusting and leaving clean and undamaged on completion.

F. FIXING METAL WINDOWS

The Contractor‟s prices for fixing metal windows, doors etc, shall include for assembling and fixing, cutting mortices for lugs in concrete or walling and running with cement mortar (1:4) bending frames in similar mortar and pointing in mastic, bedding cills, fixing, oiling and adjusting all fittings.

A. MILD STEEL

For balustrades, etc shall comply with B.S 15. No work shall be fabricated until site dimensions have been checked and no additional claim will be accepted should final dimensions differ from those on the drawings.

All welds shall be ground smooth and the Contractor shall ensure that the metal work is prepared for painting as described in painting and decorating.

The Contractor is to ensure that all work is erected plumb and true and be so maintained until properly secured by permanent fixings.

B. STRUCTURAL HOLLOW SECTIONS

All hollow sections are to be connected by electric welding. For butt welds the fusion surfaces of each member must be properly aligned and prepared.

C. ELECTRONIC WELDING

All welding is to be in accordance with the requirements of B.S. 1856 and 938 and the electrodes shall comply with B.S 639.

Fusion faces shall be free from irregularities which could interfere with the welding material. Those faces shall be free from any deleterious matter such as rust, grease and paint.

All welds shall be prepared by planning or machine flame cutting.

During welding all parts will be maintained in their correction position.

Welds shall be carried out with each run closely following the one prior with sufficient time between to allow for removal of slag.

Each run is to be inspected and the Contractor shall ensure that unsatisfactory welds cut out or re-made to the required standard.

The minimum size of fillet weld shall be 6mm.

All completed welds shall have regular and smooth surface. The weld material shall be solid with complete fusion throughout the weld and to the farecut metals.

Any defect shall be cut out more or made good to approval.

External faces of butt welds to be ground smooth.

A. PAINTING

All steel is to be wire brushed and any loose scale; dirt or grease shall be made good to the Architects satisfaction.

PAINTING AND DECORATION

A. Approved Specialist

All work under this trade must be executed by an approved specialist, unless the Architect agrees otherwise.

B. Generally

The contractor shall so arrange his programme of work that all other trades are complete and away from an area to be painted when painting begins. Before painting, the contractor must remove all concrete mortar drops and the like from all work to be decorated and remove all stains from and obtain uniform colour to work to be oiled and polished.

All plaster, metal, wood or other surfaces which are to receive finishes or paint, stain, polish, distemper or paint work or any description are to be carefully inspected by the contractor before he allows any of his painters to commence work. The contractor will be held solely responsible for all defective work condemned as a result of his painter‟s failure to insist on receiving from the other trades surfaces in proper condition to allow first class finishes of the various kinds specified being applied to them.

C. Painting Generally

All materials are to be of the best quality and shall be of an approved proprietary brand selected from the latest schedule of approved paints issued by the ministry of works.

All materials to be applied externally shall be of exterior quality and/or recommended by the manufacturers for external use.

All materials shall be delivered on site intact in the original sealed drums or tins and shall be mixed and applied strictly in accordance with manufacturer‟s instruction and to the approval of the architect.

Unless specially instructed or approved by the architect no paints distemper, etc, are to be thinned or otherwise adulterated, but are to be used as supplied by the manufacturers and direct from the tins.

If required by the architect the contractor is to provide at his own expense samples of paints etc with containers and cases to be forwarded carriage paid by the contractor for analysis to a laboratory.

Painting Generally (Cont'd)

The priming, undercoats and finishing coats shall each be of differing tints and the priming and under coat shall be the correct brands and tints to suit the respective finishing coats in accordance with the manufacturer‟s instructions. All finishing coats shall be of colours and tints selected by the architect. Each coat must be approved by the architect before the next coat is applied.

Each coat shall be properly dry and in the case of oil or enamel paints shall be well rubbed with fine glass paper before the next coat is applied. The paint work shall be finished smooth and free from brush marks.

Colour cards of all paints, etc, shall be submitted to, and samples prepared for approval of the architect before laying on, and such samples, when approved shall become the standard for work.

All paints, emulsion paints and distempers shall be applied by means of a brush spray gun or roller of an approved type where so agreed by the architect.

No painting is to be done in wet weather or on surfaces which are not thoroughly dry.

Prices of paint, distemper; etc, shall include for preparation of surfaces, rubbing down between each coat, stopping knotting etc, and all other work in connection and as described as necessary to obtain a first class and proper finishing to approval.

Emulsion paint on ceiling and all under coats of emulsion paints and complete oil painting on walls shall be completed before flooring is laid. Final coats of emulsion paints on walls shall be applied after such flooring has been laid complete.

A. Samples

The Contractor shall furnish at the earliest possible opportunity before work commences and at his own cost, samples of painting for the Architect‟s approval and any further samples in the case of rejection until such samples are approved by the architect and such sample when approved shall be the minimum standard for the work to which they apply.

The architect may reject materials or workmanship not in his opinion up to the approved sample and these must be removed from the site without delay.

A. Preparation and Priming of Plaster, Etc, Surfaces

Plaster surfaces shall be perfectly smooth free from defects and ready for decoration. All such surfaces shall be allowed to dry for a minimum period of six weeks, stopped with approved plaster stopping compound and rubbed down flush, as necessary and then be thoroughly brushed down and left free from all efflorescence, dirt and dust immediately prior to decorating.

Plaster surfaces which are to be finished with emulsion, oil or enamel paint, shall be primed with Leyland Primoplas P.20 or other equal and approved and applied in accordance with the manufacturer"s instructions.

B. Preparation and Priming of fibreboard

Fibreboard or similar surfaces shall be lightly brushed down to remove all dirt, dust and loose particles and have all nail holes or other defects stopped with an approved plaster stopping compound rubbed down flush and left with a texture to match surrounding materials and shall receive one coat primer at last.

C. Preparation and priming of metal work

All surfaces shall be thoroughly brushed down with wire brushes and scraped where necessary to remove all scale rust etc, immediately prior to decorating and given one coat of red oxide primer. Where severe rust exists and if approved by the architect a proprietary de-rusting solution may be used in accordance with the manufacturer"s instructions.

Galvanized surfaces shall be treated before painting with a solution of calcium plumbate applied in strict accordance with the manufacturer"s printed instructions (agents: M/s Dodwel & Co., Nairobi) or with an approved calcium plumbate primer.

Coated surfaces already treated with a bituminous solution shall be scraped to remove parts and then receive two isolating coats of aluminium primer or other approved anti-tar primer.

D. Preparation and priming wood work

All wood work shall be rubbed down all knots covered with a thick coat of good shellac or aluminium knotting: Primed with one coat of approved ready mixed proprietary wood primer and all cracks, nail holes, defects and uneven surfaces etc, stopped and face up with hard stopping rubbed flush. Plywood shall be brush filled over the entire surface.

Painting Generally (Cont'd)

Wood work to receive finishes other than paint shall have all stains removed be well rubbed down and have all defects leveled with hard stopping or a colour to match the adjoining surface.

A. Existing painted and decorated surfaces

In addition to the preparation described above, existing painted plaster, metal or wood etc. Surfaces shall be rubbed down to expose the material beneath and old paint burnt off with blow torches if necessary in the Architect‟ opinion.

B. Wood preservative

All woodwork in contact with walling or plaster shall be treated after cutting and preparation but before assembly or fixing with one coat approved wood preservative.

C. Wax Polish

Wax polish shall be furniture polish of an approved brand, and wood surfaces shall be clean, smooth, free from oil or grease or any other blemishes. A minimum of two coats shall be applied to approval.

D. Cement paint

Shall be Super Snoweem or equal and approved. Two coats shall be applied after preparation as specified above.

E. Emulsion Paint

Emulsion paint shall be approved first grade. After preparation as specified above, a minimum of THREE coats shall be applied using a thinning medium of water only if and as recommended by the manufacturer.

F. Enamel paint on metal work and wood work

Enamel paint shall be LEYLAC or other equal and approved. Apply one under coat and two finishing coats after preparation and priming as specified above.

G. Ironmongery

Where instructed, all ironmongery shall be removed from joinery, steel windows and louvers before painting is commenced, and shall be cleaned and renovated if necessary and refixed after completion of painting.

A. Painting Items

Painting items are billed hereafter shall include for preparing and priming surfaces as above described.

B. Cover Up

Cover up all floors, fittings etc, with dust sheets when executing all painting and decorating work.

C. Clean and touch up

Paint splashes, spots and stains shall be removed from floors, woodwork, etc, any damaged surfaces touched up and the whole of the work left clean and perfect upon completion

GLAZING

A. Glass

All glass shall be of British Manufacture complying with B.S. 952 free form flaws, bubbles, specks and other imperfections. All glass shall be delivered in proper container with maker‟s name guarantee, type of glass and thickness or weight attached to the outside of the containers.

Glass panes shall be cut to sizes to fit the opening with not more than 1.50mm play all rounds and where puttied shall be sprigged to wood or clipped to metal frames.

Clear sheet glass shall be rough cast plain rolled glass 4 mm thick.

Wire glass shall be polished Georgian wired glass 6 mm thick.

B. Beads and Wash Leather

The glass to doors and screens and other places where vibration may occur shall be bedded in wash leather with beads and fixed with brass cups and screws.

The timber rebates shall be cleaned, primed and painted with one coat of oil paint.

C. Putty

Putty for glazing in wood frames shall be composed of pure linseed oil and powdered whiting free from grittiness in accordance with B.S. 544 type 1 putty.

Putty for glazing in metal frames shall be quick hard setting tropical putty specially manufactured for use with steel windows.

Rebates of metal frames receiving glass shall be prepared and treated with primer for putty prior to glazing and putty shall be primed ten days after glazing.

D. Bedding Strips

Shall be of plastic or wash leather approved by the Architect and shall be cut to fit exactly the line of frame and beads.

A. On Completion

Remove all broken, scratched or cracked panes and replace with new to the satisfaction of the Architect. Clean inside and out with an approved cleaner. On no account shall window be cleaned by scraping with glass.

PRELIMINARIES

Item	Description	Amount
	PRELIMINARIES AND CONDITIONS	
	PRELIMINARIES PARTICULARS In this contract (as hereinafter defined) the following word(s) and expressions shall have the meaning hereby assigned to them except where the content otherwise requires:-	
A	**The "Employer":** **Kisii County Government** **P. O. Box 4550-40200** **KISII**	
B	Architect County Architect Department of Public works P. O. Box 4550-40200 **Kisii**	
C	Quantity Surveyor Quantity Surveyor Department of Public works P. O. Box 4550-40200 **Kisii**	
D	Structural Engineer County Structural Engineer Department of Public works P. O. Box 4550-40200 **Kisii**	
E	Electrical/Mechanical Engineers County Electrical and Mechanical Engineer Department of Public works P. O. Box 4550-40200 **Kisii**	
F	**Project Manger** The Project Manager Department of Public Works Kisii County Government P. O. Box 4550-40200 Kisii	
G	**Department Representative** **The Chief Officer** **Kisii County** **P.O Box 4550-40200** **Kisii**	
	Carried to Collection	

Item	Description	Amount
A	Description of site The site is located at **Kisii County**	
B	Materials excavated from the site These will be the property of the Employer and may be incorporated in the works with the permission of the Architect. Disposal of surplus excavated material has been measured in the Bills and should the Project Manager permit the incorporation of such materials in the works or otherwise direct as to their disposal then an adjustment will be made to the Contract sum.	
C	Visiting the site The Contractor is advised to visit the site to establish accessibility, in the nature of the ground and the circumstances in which the works will be executed as no claims on the grounds of want of knowledge will be entertained.	
D	Working Space The extent of working space available to the contractor will be the entire site boundaries as shown on the site layout plan or otherwise directed, plant, temporary buildings, spoil heaps, etc shall not be erected or placed beyond this area. The Contractor shall be solely responsible should there be any defaults in this respect.	
E	General description of the works The works comprise the Construction of Phase 1 of a Hospital Block as per the architectural/structural/MEP drawings interpreted in conjunction with the bills of quantities	
F	Drawings The drawings used in the preparation of these Specifications are as listed in Appendices at the end hereof. The said drawings and other documents which form part of this contract are enclosed together with these Bills of Quantities.	
	Carried to Collection	

Item	Description	Amount
A	**Form of Contract** The Form of Contract shall be the Standard tender document for procurement of works and conditions of contract for Building and Associated Civil Engineering works prepared by the Public Procurement Regulatory Authority issued on 22/04/2021 and updated on 21/04/2022	
B	Performance Bond The Contractor shall find and submit on the Form of Tender an approved bank and who will be willing to be bound to the Employer, in an amount equal to **not more than 10%** of the Contract amount for the due performances of the Contract. Reference to section 142 PPDA 2015 shall apply	
C	**Sufficiency of Tender** The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his Tender for the works and of the rates and prices stated in the priced Bills of Quantities, which rates and prices shall cover all his obligations under the contract and all his obligations under the contract and all matters that are necessary for the proper completion and maintenance of the works.	
D	**Stamp Charges** The Contractor shall allow for the payment of all stamp charges in connection with the Contract Agreement	
E	**Definitions and Abbreviations** Terms used in these Bills of Quantities shall be interpreted as follows:- "Approved" shall mean *approved by the Architect.* "As directed" shall mean *as directed by the Architect.* "B.S." shall mean the *Current British Standard Specification* published by the British Standards Institution, 2 PaAP Street, London, and W.I., England. "C.M." shall mean *Cubic Metre* "S.M." shall mean *Square Metre* "L.M." shall mean *Linear Metre* "mm" shall mean *millimetre* "No." shall mean *Number* "Kg." shall mean *Kilogramme* "Do" or "Ditto" shall mean *the whole of the preceding description except as qualified in the description in which it occurs.*	
	Carried to Collection	

Item	Description	Amount
A	"As described" shall mean *as described previously in a foregoing Bills, Preambles, l or in the Public Works, General Specification for Building Works 1976 Edition or any subsequent revision thereof.*	
B	**Progress Schedule** The Contractor shall, upon receiving instructions to proceed with eth works, draw up a Time and Progress Schedule to which the works are to be carried out and stating the appropriate dates. This Time and Progress Schedule is to be agreed with the Architect and no deviation from the order set out in this Schedule will be permitted without the written consent of the Architect. The Main Contractor will be responsible for agreeing the above programme with all Sub-Contractors including the Nominated Sub-Contractors and Nominated Suppliers.	
C	**Figured Dimensions:** Figured dimensions are to be followed in preference to dimensions scaled from drawings, but whenever possible dimensions are to be taken on the site or from the buildings. Before Sub-Contractors or specialist firms commence any works, dimensions must be checked on the site and/or building and agreed with the Contractor, irrespective of the comparable dimensions shown on the drawings. The Contractor shall be responsible for the accuracy of such dimensions.	
D	**Provisional Works** All "Provisional" and other works liable to adjustment under this contract shall be left uncovered for a reasonable time to allow all measurements needed for such adjustment to be taken by the Quantity Surveyor. Immediately the works is ready for measurement the Contractor shall give notice to the Quantity Surveyor.	
E	If the Contractor makes default in this respect he shall, if the Architect so directs, uncover the works at his own expense to enable measurements to be taken.	
F	**Lighting and Power** The Contractor shall provide all artificial lighting and power for use on the works, including all temporary supply and connections, wiring, fittings, etc., and clear away on completion. The Contractor shall pay all fees and obtain all permits in connection therewith. For lighting and power for Nominated Sub-Contractors and Specialist, see Item …	
	Carried to Collection	

Item	Description	Amount
A	**Water** The Contractor shall provide at his own risk and cost all water for use in connection with the works, make arrangements with the Local Authority for the installation of a separate meter for all water used by him throughout the contract and pay all costs and fees in connection therewith. He shall also provide temporary storage tanks and tubing, etc, as he may consider necessary and clear away at completion. All water shall be fresh, clean and pure, free from earthly, vegetable or organic matter, acid or alkaline substance in solution or suspension.	
B	**Existing Services** Prior to commencement of any works the Contractor is to ascertain from the relevant authorities the exact position, depth and level of existing electric cables, water pipes or other services in the area and he shall make whatever provisions may be required by the authorities concerned for the support and protection of such services. Any damage or disturbance caused to any service shall be reported immediately to the Architect and the relevant authority and shall be made good to their satisfaction at the Contractor's expense.	
C	The Contractor must make himself fully acquainted with current Acts and Regulations, including Police Regulations regarding all such regulations and/or restrictions which may affect the organization of the works, supply and control of labour, etc., and allow accordingly in his tender. No claim in respect of want of knowledge in this connection will be entertained. Particular attention is drawn to the Rules published in Legal Notice 179, dated 2nd June ,1978 (Building Operations and Works of Engineering Construction)	
D	**Security of Works, etc.** The Contractor shall be entirely responsible for the security of all the works, stores, materials, plant, personnel, etc., both his own and Sub-Contractor's and must provide all necessary watching, lighting and other precautions as necessary to ensure security against theft, loss or damage and the protection of the public. Hoarding may be required on site.	
	Carried to Collection	

Item	Description	Amount
A	**Working Hours** The working hours shall be those generally works by good employers in the Building and Civil Engineering trades in Kenya. No works shall be carried out at night or on **gazetted holidays** unless the Contractor shall so direct.	
B	**Firm Price Contract** Unless otherwise specifically stated, this is a fixed rate contract and that no claim for increased costs will be entertained except only increased costs arising from fluctuation clause as defined in Clause 34.0 of the Condition of Contract.	
C	**Operation of Fluctuations Clauses** The operation of the fluctuations clauses shall be generally in accordance with the practice Notes issued by the joint Building Council, except that the Tender Documents will not include the list of basic prices but only a reference thereto, and where clause numbers are quoted, they will be deemed to be the relevant clauses in the **Agreement and Schedule of Contracts for Building Works** applicable where quantities form part of the Contract.	
D	**Materials and Workmanship** All materials shall be new unless otherwise directed or permitted by the Architect and in all cases where the quality of goods or materials is not described or otherwise specified is to be the best quality obtainable in the ordinary meaning of the word "best" and not merely a trade signification of that word.	
E	The Contractor shall order all materials to be obtained from overseas immediately after the Contract is signed and shall also order materials to be obtained from local sources as early as necessary to ensure that such materials are on site when required for use in the works.	
F	The Contractor shall be responsible for and shall replace or make good at his own expense any materials lost or damaged.	
	The works throughout shall be executed by skilled workmen well versed in their respective trades.	
	The Bills of Quantities shall not be used for the purpose of ordering materials.	
	Carried to Collection	

Item	Description	Amount
A	**Rejected Workmanship or Materials** Any workmanship or materials not complying with the specific requirements or approved samples or which have been damaged, contaminated or have deteriorated, must be immediately removed from the Site and replaced at the Contractor's expense, as required.	
B	**Proprietary Materials** Where proprietary materials are specified hereinafter the Contractor may propose the use of materials of other manufacture but of equal quality for approval by the Architect.	
C	All materials and goods, where specified to be obtained from a particular manufacturer or supplier, are to be used or fixed strictly in accordance with their instructions.	
D	**Regulations and Standards** The Contract equipment, materials and works shall comply with the current editions or the following:- (a) The Kenya Bureau of Standards and Government Regulations. (b) British Standards and Codes of Practices, DIN Standards or equivalent. (c) Kenya Ministry of Public Works General Specification for Building Works (1976 Edition) together with any amendments thereto, copies can be purchased from Kenya Ministry of Public Works - KBRC (d) Local council By-Laws (e) The Electricity Supply Authority By-Laws (KP&LC.)	
E	**Materials and Workmanship** All materials and workmanship used in the execution of the works shall be of the best quality and description unless otherwise described.	
F	The contractor shall order all materials to be from overseas immediately after the contract is signed and shall order materials to be obtained from local sources as early as necessary to ensure that they are on sit when required for use in the works. The bills of Quantities shall not be used for the purpose of ordering materials.	
	Carried to Collection	

Item	Description	Amount
	Sign for Materials Supplied	
A	The contractor will be required to sign a receipt for all articles and materials supplied by the Employer at the time of taking delivery thereof, as having received them in good order and condition, and will thereafter be responsible for any loss or damage and for replacements of any such loss or damage with article and /or materials which will be supplied by the Employer at current market prices including Customs Duty, all at the Contractors own cost and expense, to the satisfaction of the Architect and Employer.	
	Storage of Materials	
B	The contractor shall provide at his own where on the site weather pool lock-up sheds for the safe storage and custody of materials for the works and for the use of works engaged thereon and shall remove such sheds and make good damaged or disturbed surface upon completion to the satisfaction of the Architect.	
C	The Contractor shall also provide at his own cost lockable facilities for the sole use of nominated sub-contractors.	
D	No materials shall be stored or stacked on suspended slabs without the prior approval of Architect.	
	Government Acts Regarding Workpeople, etc	
E	Allow for complying with all Government Acts, orders and Regulations in connection with employment of labour and other matters related to the execution of the works in particular the Contractors attention is drawn to the Factory Act 1950 and his tender must include for all the cost arising or resulting from compliance with any act, order or Regulation relating from compliance, pensions and Holidays for works people or to the safety, health or welfare of works people.	
	Carried to Collection	

Item	Description	Amount
A	**Government Act Regarding Works people** The Contractor must make himself fully acquired with current Acts and Regulations, including Police Regulations regarding the movement, housing security and control of labour camps passed for transport, etc. It is most important that the Contractor, before tendering shall obtain from relevant authority the fullest information regarding all such regulations and/or restrictions which may affect the organization of the works, supply and control of labour, and allow according in his tender. No claim in respect of want of knowledge in this connection will be entertained.	
B	**Security of Works** The Contractors shall be entirely responsible for the security of all the works, stores, materials, plant personnel etc. both his own and Sub-Contractors and shall provide all necessary watching, lighting, boarding and other precautions as necessary to ensure the security and the protection of the public.	
C	**Working Hours** The working hours shall be those generally worked by good employers in the Building and Civil Engineering Trades in Kenya. No work shall be covered up nor any concreting be carried out in the absence of the Clerk of Works without the prior approval of the Engineering in writing.	
D	**Project Manager's Office Documentation and Stationery** The contractor to supply, **preliminary to the Works**, to the Office of the Project Manager (KCG Public Works), one-off, two (2) mobile phones and the stationery for the whole duration of the project shall be executed. Allow for a sum of four hundred thousand shillings (Ksh. 400,000.00) for these items. Minimum Specifications are as follows: Chipset:Snapdragon 8 Elite Gen 5 (3nm) RAM/Storage:16GB/1TB Graphics: Adreno 840 Display: LTPO AMOLED Operating System: Android 16 The bidder shall extend this item. The Contractor shall be deemed to have made allowances in their prices for the Main Works to cover this item and any other preliminary item against which no price has been inserted in the submitted tender Bills of Quantities.	**400,000.00**
	Carried to Collection	

Item	Description	Amount
	Samples and Test Cubes	
A	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 Structural Engineer and Architect for his approval or rejection and any further samples in case of rejection until such samples are approved by the Architect and other Architect may reject any materials or workmanship not in this opinion up to the approved samples. The Architect shall arrange for the testing of such material as he may at his discretion deem desirable, but the testing shall be made at the expense of the Architect not at the expense of the contractor unless the materials fail to pass the test or are in the opinion not in accordance with the specification, in either case the contractor shall pay for testing accordance with the current scales of testing charges laid down by the Ministry of Public Works.	
B	The procedure for submitting samples of materials for testing and the method of making for identification shall be as laid down by the Architect.	
	Materials, Tools, Plant etc	
C	All materials workmanship used in the execution of the works shall be the best quality and description unless otherwise described. Any materials for the works condemned by the Architect shall immediately be removed from the sit at the contractor's expense.	
D	The contractor shall be responsible for the provision of all materials scaffolding, tools, plant, transport and workmen required for the works except as may be stated otherwise herein and he shall allow for the provision of the fore going except for such items specially and only requires for the use of Nominated Sub-Contractor as described herein. No timber for scaffolding, formwork or similar purposes shall be used afterwards in the permanent work.	
	Carried to Collection	

Item	Description	Amount
A	**Contractors Superintendence** The contractors shall constantly keep on the works a literate English speaking agent or representative competent and experienced in the kind of works involved, who shall give his whole time to the superintendence of the works. Such agent or representative shall receive on behalf of the contractor directions and instructions from the Architect and such directions shall be deemed to the given to the contractors in accordance with the conditions of contract.	
B	**Method of Measurement** Special attention is directed to the fact that "METRIC UNITS" have been used in these Bills of Quantities.	
C	However the principle of measurement adopted for these Bills of Quantities is that advocated by the Standard Method of Measurement of Building Works (**SMM**) for East Africa Edition metric, April, 1991 published by the Architectural Association of Kenya Chapter of Quantity Surveyors which is available for inspection at the offices of the Quantity Surveyors for all the Building and related Civil Works. The rates set down by the contractor against each item in these Specification of works shall, unless otherwise expressly provided to the contrary, or unless there is a separate item for extra labour, cutting or waste be held to include for waste on materials, carriage and cartage, carrying in and return of empties, hoisting, setting, fitting and fixing in position, making and all the other labour an everything else necessary for the proper completion of each items and for shall include for consequent waste.	
	Carried to Collection	

Item	Description	Amount
A	**Exceptions to the Standard method or Measurement** The exceptions to the standards method of measurement are as follows: (a) Clause B 19 (b) of the standard method measurement is deleted and the following clause is substituted:- Attendance on nominated Sub-Contractors shall be given as an item in each case and shall be deemed to include allowing use of standing scaffolding, mass rooms, sanitary accommodation and welfare facilities; providing space for office accommodation and for storage of plant and materials, providing light and water for facilities for storage (as specified under "storage of materials") hoisting providing water and power (as specified under "water and electricity supply for the works") and removing and replacing duct covers casings and the like necessary for the execution and testing of sub contractors works, providing templates dimensions and supervision for the proper carrying out of the Sub-Contractors works and being responsible for the accuracy of the same. b) Clause D 18 (a) and (b) of the standard method of measurement are deleted and the following is substituted:- Keeping excavations free from all water including spring and running water shall be given as an item, or alternatively shall be given in the description of excavation. c) Clause D 19 of the standard method of measurement. The last sentence which reads "and shall be given as an item or shall be included in the description of excavation: shall be deleted and the following substituted; " and shall be included in the description of all items of excavations".	
B	**Keep Site Clean** Great care must be taken to keep the site free from debris and in a clean condition.	
C	**Provisional Sums** **Adjustment of P.C. Sums** In the final account all P.C sums shall be deducted and the amount properly expanded upon the architects order in respect of each of them to the contract sum.	
	Carried to Collection	

Item	Description	Amount
A	The Contractor shall produce to the Architect such quotations, invoices or bills properly receipted, as may be necessary to show the actual details of the sum paid by the contractor.	
B	Items of profit upon P.C Sums shall be adjusted in final accounts prorate to the amount paid.	
C	Items of "attendance" and "special attendance" following P.C Sums shall be adjusted prorata to the physical extent of the works executed (not pro rata to the amount paid) and this shall apply even though the contractors priced Bills show a percentage in the rate column in respect of them.	
D	Should the contractor be permitted to tender and his tender be accepted for any works for which a P.C Sums is included in these Bills of Quantities, profit and attendance will be allowed at the same rate as it would be if works were executed by a Nominated Sub-Contractor.	
E	**Adjust of provisional Sums** In final account all provisional sums shall deducted and the value of the works properly executed in respect of them upon the Architects order added to the contract sum. Such works shall be valued as described for variations in Clause II of the conditions of contracts, but should any part of the works be executed by a Nominated Sub-Contractor, or any articles for the work be supplied by a Nominated Sub-Contractor, or any articles for the work be supplied by a Nominated Supplier, the value of such work or articles shall be treated as P.C Sums and profit and attendance comparable to that contained in the Bills for Ouantities for similar items added.	
F	**Nominated Sub-Contractors** When any work is ordered by the Architect to be executed by nominated Sub-Contractors, the contractor shall enter into Sub- contracts as described in Clause 27 of the conditions of contract an shall thereafter be responsible for such sub-contractors in every respect.	
G	Unless otherwise described the contractor is to provide for such sub-contractors any or all of the facilities described in these preliminaries.	
H	The contractor should price for these with the nominated sub-contractors work concerned in the P.C Sums under the description "Add for attendance".	
	Carried to Collection	

Item	Description	Amount
A	**Attendance Upon Other tradesmen etc** The contractor shall allow for the attendance of trade upon trade upon trade and shall afford any tradesmen or other persons employed for the execution for any work not included in this contract facility for carrying out their work and also for the use of his ordinary scaffolding. The contractor, however, shall not be required to erect any special scaffolding for them.	
B	The contractor shall perform such cutting away for and making good after the work of such tradesman or persons as may be ordered by the Architect and the work will be measured and paid for to the extent at rates provided in these Bills.	
C	**Hoarding** The contractor shall provide and erect a temporary hoarding, with gate, access doors and fastenings, for the proper execution of the works for the protection of the public and occupants of the adjoining premise for meeting the requirements of any local or other authority.	
D	**Insurance** **The contractor shall insure as required in Clauses 11.0, 12.0, 13.0,14.0, and 15.0 of the conditions of contract.** No payment on account of the week executed will be made to the contractor until he has satisfied the Architect either by production of an Insurance Policy or an Insurance Certificate that the provisions of the foregoing Insurance clause have been compiled within all respects.	
E	**Alterations to Specifications rates and , pricing etc** Any unauthorized alteration or qualification made to the next of the Bills of quantities may cause the tender to be disqualified and will in any case in be ignored. The contractor shall be deemed to have made allowance in his priced generally to cover any against which no price has been inserted in the schedule of rates or any item within these specifications.	
F	All items of measurement works shall be prices in detail and tenders containing lump sums to cover trades or groups of works must be broken down to show the price of each item before they will be accepted. Lump sums to cover any item of preliminaries shall be likewise broken if so required.	
	Carried to Collection	

Item	Description	Amount
A	**Blasting Operations** Blasting will only be allowed with the express permission of the Architect in writing.	
B	All blustering operations shall be carried out at the contractors sole risk and cost in accordance with any government regulations in force for the time being and any special regulations laid down by the architect governing the use and storage of explosive.	
C	**Noise** The use of noisy mechanical equipment shall be kept to a minimum and all possible steps shall be taken to suppress or baffle the noise from such equipment. The use of portable radios on site shall be prohibited. The contractor shall deal with any complaints which may arise from occupants of nearby building by making such arrangements as may be necessary including suspending the works in whole or part and bearing all costs arising there from.	
D	**Materials Arising from Excavations** Materials of any kind obtained from the excavations shall be the property of the Employer. Unless the Architect directs otherwise such materials shall be dealt with has provided in the Contract Such materials shall only be used in the works, on substitution of materials which the Contractor would otherwise have had to supply with the written permission of the Architect. Should such permission be given the contractor shall make due allowance for the value of the materials so used at a price to be agreed.	
	Carried to Collection	

Item	Description	Amount
A	**Protection of the Works** Provide protection for the whole of the works contained in the Bills of Quantities including casing up, covering or such other means as may be necessary to avoid damage to the satisfaction of the Architect and remove such protection when no longer required and make good any such may nevertheless have been done at completion free of cost to the Employer.	
B	**Training Levy** The Contractor' s attention is drawn to Legal Notice No. 237 of October 1971, which requires payment by the contractor of Training Levy on all contracts of more than KSh. 50,000/= in value and his tender must include for all costs arising or resulting therefrom. Payment of Training levy shall be pegged to proof of actual payment of the amount	
C	**Standard Levy** The Contractor's attention is drawn to the Standards Levy Order, which was amended on 15th October 1998 vide Legal Notice 154 of 1998. The Contractor is required to pay a monthly levy of 0.2% of his ex-factory price of construction works with effect from January 1999. The tenderer shall allow for this in the build up of his rates.	
D	**Removal of Rubbish, etc** Removal all the rubbish and debris from the site as it accumulate and at completion of works and remove all plant, scaffolding and unused materials at completion.	
E	**Works to be Delivered Up Clean** Clean and flush all gutters, rainwater and waste pipes, manholes and drains, wash (except where such treatment might cause damage) and clean all floors, sanitary, glass inside and outside, and any other parts of the works which may require it, remove all marks, blemishes, stains and defects from joinery, fittings and surfaces generally, polish door furniture and bright parts of metalwork and leave the whole of the buildings watertight clean, perfect and fit for occupation to the approval of the Architect.	
	Carried to Collection	

Item	Description	Amount
	COLLECTION Brought forward from Page 1 Brought forward from Page 2 Brought forward from Page 3 Brought forward from Page 4 Brought forward from Page 5 Brought forward from Page 6 Brought forward from Page 7 Brought forward from Page 8 Brought forward from Page 9 Brought forward from Page 10 Brought forward from Page 11 Brought forward from Page 12 Brought forward from Page 13 Brought forward from Page 14 Brought forward from Page 15 Brought forward from Page 16	
	TOTAL FOR BILL NO. 1 – PRELIMINARIES Carried to Grand Summary	

BUILDER'S WORK

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	ELEMENT NO. 1				
	SUBSTRUCTURES (All Provisional)				
	Detailed soil investigation has NOT been carried out and the Contractor is advised to familiarise with the general nature of the site soil stratum.				
	Site clearance				
1	Clear site of small trees girth n.e 600mm, shrubs, grub up roots and burn arising debris	SM	1175		
2	Cut down trees and grub up their roots girth 600-900mm measured at a height of 1 metre above ground	NO	5		
3	Ditto but girth 900-1200mm	NO	5		
4	Grub up roots or stamps girth 600-900mm at top	NO	5		
5	Excavate oversite to remove top vegetative soil average depth 150mm deep, heaped for part re-use on site and surplus disposal as directed by the PM	SM	1175		
	Excavations				
	Excavations including maintaining and supporting sides of excavations from fallen soil, mud and sub-surface water by baling, pumping or otherwise				
6	Excavate to reduce levels in cotton soil commencing from stripped level	CM	1763		
7	Excavation for strip footing not exceeding 1.50 metres deep from reduced ground level	CM	100		
8	Excavation for column bases not exceeding 1.50 metres deep from reduced ground level	CM	900		
9	Excavation for lift shaft bases not exceeding 1.50 metres deep from reduced ground level	CM	34		
	To collection 1/1			**Kshs.**	

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
10	Extra over excavation and cart away for excavating in soft rock (Class 1)	CM	100		
11	Extra over excavation and cart away for excavating in hard rock (Class 2)	CM	50		
12	Allow for keeping excavations free from water	ITEM			
13	Allow for maintaining and supporting sides of excavations and for keeping the same free from fallen materials.	ITEM			
	Disposal				
14	Load and cart away surplus soil away from site of works	CM	2503		
15	Return, fill and ram selected excavated materials around foundations	CM	294		
	Imported Fill				
16	Approved hardcore or murram fill to make up levels compacted in layers not exceeding 150mm thickness	CM	1763		
17	50mm thick quarry dust blinding	SM	630		
	Soil poisoning				
18	Bayer Premise 200SC or other equal and approved chemical treatment to surfaces of blinded hardcore and around foundations: apply in accordance with the manufacturer's specifications: provide a ten (10) years written guarantee against termites against termites	SM	730		
	Damp proof membrane				
19	1000 gauge polythene damp proof membrane laid under surface bed with 300mm side and end laps (measured net- no allowance for laps)	SM	730		
	To collection 1/2			**Kshs.**	

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Concrete works				
	Mass concrete class 15/20 as described to:-				
20	Under strip footings	SM	66		
21	Ditto column bases	SM	599		
	Reinforced concrete class 25/20 as described in:-				
22	Strip footings	CM	14		
23	Column bases	CM	421		
24	150mm thick shear wall	SM	63		
25	150mm thick lift shaft wall	SM	43		
26	Columns	CM	22		
27	150mm thick surface bed	SM	730		
28	Ground beam	CM	59		
29	100mm thick apron slab	SM	142		
	Reinforcement				
	Bar reinforcement to B.S. 4449 as described in different sizes in structural concrete work all in accordance with the Engineer's details and approval including all cutting, bending, laying and binding wire to:-				
30	Bars of assorted sizes	KG	64517		
	BRC Mesh				
	Mesh fabric reinforcement to B.S. 4483 and setting in concrete with 300mm side and end laps (measured nett-allow for laps)				
31	Fabric mesh ref: A142 weighing 2.22 Kg per square metre in floor bed	SM	872		
	To collection 1/3			**Kshs.**	

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Formwork				
	Marine ply softwood formwork as described to:-				
32	Sides of strip footing	SM	50		
33	Ditto column bases	SM	255		
34	Ditto columns	SM	234		
35	Ditto sides of shear walls	SM	126		
36	Ditto ground beam	SM	516		
37	Edges of ground floor slab over 75mm but not exceeding 150mm high	LM	300		
	Substructure walling				
	Load-bearing natural quarry stone walling with minimum crushing strength of 7 N/mm², rough chisel dressed on both sides and jointed in cement and sand (1:3) mortar; reinforced with and including 25mm wide x 20 gauge hoop iron at every alternate course as described to:				
38	200mm thick walling	SM	810		
	Thermal expansion joint				
39	25 x 200mm wide flexible styrofoam expansion joint filler	SM	30		
40	25mm dia. sealant chord or any equal and approved	LM	30		
	Plinth treatment				
	Render				
	25mm thick cement and sand (1:3) render on stone or concrete work				
41	Masonry or concrete walls, beams and columns	SM	120		
	To collection 1/4			**Kshs.**	

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Prepare and apply three coats of bituminous paint to:-				
42	Rendered surfaces	SM	120		
	Approved horizontal damp proof course bedded with 1:3 mortar, hessian based 3-ply bitumastic to B.S 743 laid under walling (measured net - no allowance for laps), as described, to walls				
43	200mm wide	LM	680		
	To collection below				
	COLLECTION				
	From page : 1/1				
	From page : 1/2				
	From page : 1/3				
	From page : 1/4				
	From page : Above				
	TOTAL CARRIED TO SUMMARY OF BILL			**KSHS.**	

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	ELEMENT NO. 2				
	REINFORCED CONCRETE FRAME				
	Reinforced concrete class 25/20 as described in:-				
44	Beams	CM	117		
45	Lintels	CM	20		
46	Columns	CM	97		
47	200mm shear wall	SM	87		
48	Ditto lift shaft wall	SM	0		
49	Ramp beams; sloping n.e 15 degrees from horizontal	CM	18		
50	175mm thick ramp slab; sloping n.e 15 degrees from horizontal	SM	13		
51	Staircase steps and waist	CM	16		
52	150mm thick staircase landing	SM	27		
53	150mm thick ramp landing	SM	26		
53	175mm thick suspended slab	SM	1293		
54	175mm thick suspended roof slab	SM	630		
55	Ditto canopy slab	SM	45		
56	200mm thick suspended staircase roof slab	SM	271		
	Reinforcement				
	Bar reinforcement to B.S. 4449 as described in different sizes in structural concrete work all in accordance with the Engineer's details and approval including all cutting, bending, laying and binding wire to:-				
56	Bars of assorted sizes	KG	90,106		
	To collection 2/1			**Kshs.**	

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Formwork				
	Marine ply formwork as described to:-				
57	Sides and soffits of beams	SM	1206		
58	Sides of columns	SM	872		
59	Ditto but curved R150	SM	117		
60	Vertical sides of shear or lift shaft walls	SM	174		
61	Sides and soffits of sloping ramp beams n.e 15 degrees from horizontal	SM	225		
62	Edge of riser over 75mm but not exceeding 150mm girth	LM	230		
63	Edges of open raking string to steps, 300mm high (extreme), cut and filed to profile of treads and risers	LM	128		
64	Sloping soffits of staircase or ramp	SM	85		
65	Soffits of suspended slabs or landings	SM	2292		
66	Edge of suspended slab over 150mm but not exceeding 225mm girth	LM	602		
67	Edge of suspended slab over 75mm but not exceeding 150mm girth	LM	202		
68	Sides and soffites of openings in wall	SM	50		
	To collection 2/2			**Kshs.**	

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	COLLECTION				
	From page : 2/1				
	From page : 2/2				
	TOTAL CARRIED TO SUMMARY OF BILL			**KSHS.**	
	2/3				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	ELEMENT NO. 3				
	EXTERNAL AND INTERNAL WALLING				
	External Walling				
	Natural hard machine-cut stone from an approved quarry with a crushing strength of 3.5 N/mm²; walling bedded and jointed in cement and sand (1:4) mortar; reinforcement with and including 25mm wide x 20 gauge hoop iron at every alternate course as described in;				
69	200mm thick	SM	1540		
	Internal Walling				
	Natural hard clay bricks **from an approved quarry with a crushing strength of 3.5 N/mm²; walling bedded and jointed in cement and sand (1:4) mortar; reinforcement with and including 25mm wide x 20 gauge hoop iron at every alternate course as described in;**				
70	200mm thick	SM	2050		
71	150mm thick	SM	0		
	Coping				
	Precast concrete class 20 (12mm,aggregate) including formwork, finishing fair face on all exposed surfaces, and bedding and jointing in cement and sand (1:3) mortar				
72	275x75mm coping twice weathered and throated	LM	75		
	TOTAL CARRIED TO SUMMARY OF BILL			**KSHS.**	

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	ELEMENT NO. 4				
	ROOFING AND RAIN WATER DISPOSAL				
	Rainwater Disposal				
73	Extra over slab for fulbora outlets	NO	14		
	Supply and fix Heavy gauge grey PVC pipes				
74	150mm diameter down pipes held onto walls with and including holder bats at 1000c/c.	LM	204		
75	Extra over for swanneck, 800mm long	NO	14		
76	Ditto for shoe	NO	14		
	Waterproofing				
	Light-weight roof screed consisting of cement, sand and pumice or vermiculite (1:3:7) finished with 12 mm thick cement and sand (1:4) topping as described in:-				
77	50 mm thick (average) screeded beds laid to falls and crossfalls on concrete roof slab	SM	901		
78	20mm thick render in parapet walls/ upstand beams to receive APP waterproofing (ms)	LM	120		
	Cement and sand (1:3) mix as described in:-				
79	32mm screed on APP roof covering (m/s) to receive concrete tile pavings (m/s)	SM	901		
80	50 x 50mm angle fillet	LM	120		
	APP bituminous waterproofing membrane fully bonded by blow torch application on cement and sand screed(m.s) laid in strict accordance with the manufacturers instructions				
81	4mm APP membrane laid to falls on cross screeds (ms) to receive screed (ms) to roof slabs including 300mm high skirting all round	SM	901		
	To collection 4/1			**Kshs.**	

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
82	Ditto but to 600mm high skirting of parapet walls	LM	120		
83	Dress membrane round 150mm rainwater outlet	NO	14		
	To collection below				
	<u>COLLECTION</u>				
	From page : 4/1				
	From page : Above				
	<u>TOTAL CARRIED TO SUMMARY OF BILL</u>			**KSHS.**	

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	ELEMENT NO. 5				
	WINDOWS				
	Precast concrete class 20 fair faced all exposed surfaces bedded and jointed cement and sand (1:3) mortar				
84	275x50mm thick window sill once rebated and throated laid and jointed in cement and sand 1:3 mortar	LM	130		
	In wrot mahogany				
85	100x25mm window board, plugged screwed and pelleted	LM	130		
	Curtain rods				
86	Supply and fix bronze plated double curtain rod; with 20mm diameter curtain rod and 10mm diameter sheer rod with fixing brackets plugged to wall and all fixing screws and accessories	LM	130		
	Supply, assemble and fix the following purpose made powder coated Aluminum windows and sections complete with fixing lugs on, plastic mosquito proofed permanent vent, 600mm long stainless steel scissor hinges including all necessary cutting, 6mm thick clear laminated or equivalent and approved glass and ironmongery				
87	Window overall size 5200 x 950mm high	NO	6		
88	Window overall size 4600 x 950mm high	NO	12		
89	Window overall size 4800 x 1800mm high	NO	23		
90	Window overall size 7230 x 9000mm high	NO	1		
	To collection 5/1			**Kshs.**	

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
91	Window overall size 2100 x 3450mm high	NO	2		
92	Window overall size 3800 x 6600mm high	NO	2		
93	Window overall size 2100 x 1800mm high	NO	1		
94	Window overall size 3000 x 1800mm high	NO	12		
	Finishes to reveals				
	15 mm cement and sand (1:3) render, finished with wood float to:-				
95	Concrete or masonry surfaces externally	SM	73		
	12mm (minimum) two coat lime plaster as described to				
96	Concrete or masonry surfaces internally	SM	73		
	Prepare surfaces and apply undercoat and 2 coats Crown Exterior Permacote paint to:				
97	Concrete or masonry surfaces externally	SM	73		
	Prepare and apply three coats first quality silk vinylemulsion paint on:-				
98	Concrete or masonry surfaces internally	SM	73		
	Painting and decorations				
	Prepare and apply three coats of gloss oil paint as described to:-				
99	Wooden Surfaces over 200mm not exceeding 300mm girth	LM	130		
	To collection 5/2			**Kshs.**	

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	COLLECTION				
	From page : 5/1				
	From page : 5/2				
	TOTAL CARRIED TO SUMMARY OF BILL			**KSHS.**	

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	ELEMENT NO. 6				
	DOORS				
	Wrot dry cypress indoor frames and finishings:				
100	15mm quadrant beading with one labour	LM	1572		
101	45 x 20mm architrave with one labour	LM	1572		
102	200 x 50mm frame with six labours plugged	LM	786		
103	Ditto door linings	LM	30		
104	200 x 50mm transome	LM	143		
	45mm thick solid core flush doors to B.S 459: part 2; non-embossed veneered on both sides with internal quality plywood and lipped on all edges in approved hardwood				
105	Door size 900x2400mm high	NO	51		
	Mahogany panel door				
106	50mm thick paneled door overall size 900x2400mm high comprising 100mm wide stiles, top rail,muntin and intermediate rails and 200mm wide bottom rails,with 4 No. solid panels each size 265x830mm high in filled splayed at edges and tongued and grooved to frame	NO	24		
107	Ditto but double-leaf door size 1500x2400mm high	NO	25		
	Steel door				
	50mm thick mild steel door comprising of 100x50mm RHS frame all round, 50x50mm RHS stile, top, middle and bottom rail, 3mm thick mild steel plate louvred door leaf complete with fixing lugs and all ironmongery, stops and supports; fixed to walls:				
108	Door overall size 750x2400mm	NO	3		
	To collection 6/1			**Kshs.**	

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
109	Door overall size 600x2400mm	NO	17		
	Supply, assemble and fix the following power coated aluminum door from an approved supplier complete hinges, handles, catches and building in lugs all to Architect's detail; infilled with 8mm thick clear laminated glass				
110	Door size 1800 x 2400mm high	NO	2		
111	Door size 1500 x 2400mm high	NO	2		
112	Door size 900 x 2400mm high	NO	2		
113	Door size 4200 x 2400mm high	NO	1		
114	Door size 4500 x 2400mm high	NO	1		
	Supply and fix the following items of ironmongery as per "Union" catalogue complete with matching screws.				
115	Stainless steel double washered hinges	PRS	146		
116	Ditto but double action	PRS	42		
117	Three lever mortice lock	NO	100		
118	Heavy duty tower bolt	NO	20		
119	Indicator bolt	NO	51		
	Painting				
	Prepare and apply three coats polyurethane pinotex stained varnish to:-				
120	General surfaces of wooden doors	SM	504		
121	Surface of woodwork, 0-100mm girth	LM	3144		
122	Surfaces of woodwork, 200-300mm	LM	929		
	To collection 6/2			**Kshs.**	

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Fanlight or glazing				
	6mm thick clear sheet glass and glazing to metal as described in :-				
123	In panes not exceeding 0.50 - 1.00 square metres	SM	20		
	Prepare and apply three coats gloss oil paint to:-				
124	General surfaces of metal doors	SM	60		
	To collection below				
	COLLECTION				
	From page : 6/1				
	From page : 6/2				
	From page : Above				
	TOTAL CARRIED TO SUMMARY OF BILL			**KSHS.**	
	6/3				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	ELEMENT NO. 7				
	FINISHES				
	External Wall Finishes **Render**				
	25mm thick cement and sand (1:3) render on stone or concrete work to receive paint finish (m/s) to;-				
125	Masonry or concrete surfaces	SM	1968		
	Painting and Decorating				
	Prepare surfaces and apply undercoat and 2 coats Crown Exterior Permacote paint to:				
126	Rendered concrete or masonry surfaces	SM	1968		
	Internal Wall Finishes				
	Plaster				
	20mm (minimum) two-coat lime plaster, finish, as described to:-				
127	Concrete surfaces or masonry walls: steel trowelled	SM	6677		
	Painting and Decorating				
	Prepare and apply one undercoat and two finishing coats 'crown' or other equal and approved silk vinyl paint on:-				
128	Plastered walls	SM	6677		
	To collection 7/1			**Kshs.**	

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Ceramic wall tiles				
129	600 x 300 x 8mm thick coloured ceramic tiles fixed against rendered background with and including approved adhesive, plastic edging strips and grouted up	SM	905		
	Staircase or ramp finishes				
	Insitu cement and sand (1:3) screeded beds on concrete to:-				
130	32mm thick screed to landings or sloped slabs	SM	138		
131	Ditto to 225mm wide treads	LM	168		
132	Ditto to 150mm wide riser	LM	192		
	Supply and fix 8mm thick ceramic tiles laid with approved adhesive and grouted				
133	8mm thick to landings or sloped slabs	SM	138		
134	Ditto to 225mm wide treads with and including non-slip groove: rounded edge	LM	168		
135	Ditto to risers 150mm high	LM	192		
136	100mm high skirting plugged - to landing and wall string to follow step profiles	LM	300		
	Plaster				
	12mm (minimum) two coat lime plaster, with steel trowelled finish as described to:-				
137	Soffits of suspended landings or sloped slabs	SM	138		
	Painting and decorating				
	Prepare and apply three coats 'Crown Solo Pure Satin' emulsion paint or other equal and approved				
138	Plastered soffits of suspended landings or sloped slabs	SM	138		
	To collection 7/2			**Kshs.**	

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Internal Ceiling Finishes				
	Plaster				
	20mm (minimum) Two-coat lime plaster, with steel trowelled finish, as described to:-				
139	Soffits of suspended slabs and sides of beams	SM	2239		
	Painting and Decorating				
	Prepare and apply three coats approved matt vinyl emulsion paint or other equal and approved				
140	Plastered soffits of suspended slabs	SM	2239		
	Gypsum				
141	12mm thick gypsum board lining to ceiling on and including all necessary galvanized steel channel brandering; prepare and apply three coats first quality emulsion paint	SM	42		
142	Moulded gypsum cornice	LM	25		
	FLOOR FINISHES				
	Screed				
	Insitu cement and sand (1:3) screeded beds on concrete to receive floor finish (m/s), all to Architect's approval to:-				
143	32mm screed finished to receive floor finish	SM	2424		
	Ceramic floor tiles				
	Supply and fix 600 x 300 mm thick polished granito tiles laid in and including cement/sand backing (m/s) and grouted				
144	8mm thick to floors	SM	2023		
	To collection 7/3			**Kshs.**	

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Skirting				
145	100mm high x 8mm thick ceramic tile skirting including bedding, bonding, jointing with cement grout, pointing in stained cement, laying to falls where necessary	LM	1049		
	Highly polished cast insitu terrazzo flooring; cement and local marble chippings (1:4) machine polished to pattern with necessary uPVC strips & dividers and nosing; including polishing and waxing of the all surfaces				
146	20mm finish to floor on screed (m.s)	SM	0		
147	300x15mm Terrazzo skirting with square top and coved junction at base	LM	0		
	Liquid epoxy flooring				
148	Monolithic, multi-component epoxy chemistry, steel trowel applied resinous flooring mortar system, nominal 5mmm thick system (heavy duty) comprised of a penetrating primer i.e Fosroc Nitoprime 25 or equal and approved, multi component 100% solids epoxy screed, grout coat sealer and clear VOC compliant i.e Fosroc Nitoflor TF5000 or equal and approved, aliphatic polyurethane nonreflective finish to Architect's approval.	SM	180		
149	Ditto to 300mm high skirting	LM	150		
	Concrete tiles				
150	Supply and fix 20mm thick concrete interlocking floor tiles size 200 x 200mm on screeded bed including all smooth cuttings to straight and curved edges	SM	901		
151	Ditto 200mm high skirting	LM	85		
	To collection 7/4			**Kshs.**	

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Balustrading and railing				
152	1200mm high mild steel balustrading comprising 40 x 40 x 2mm SHS balusters fish tailed and built into floor at 600mm centres; 500mm long 25 x 25 x 2mm RHS verticals with ends welded at 125mm centre to and including 2 No. 25 x 25 x 2mm mid rails; including all neccessary grouting and making good;complete to Architects detail and specification.	LM	126		
	Prepare and apply one undercoat and two finishing coats on gloss oil paint on metalwork as described to:-				
153	General surfaces of railing	SM	303		
	To collection below				
	COLLECTION				
	From page : 7/1				
	From page : 7/2				
	From page : 7/3				
	From page : 7/4				
	From page : Above				
	TOTAL CARRIED TO SUMMARY OF BILL			**KSHS.**	

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	ELEMENT NO. 8				
	BUILDER'S WORK IN CONNECTION TO SERVICES INSTALLATIONS				
	Plumbing, Drainage and Mechanical Installations				
154	Inspect all drawings and Bills of Quantities for Plumbing, Drainage and Mechanical Installations and allow for all Builder's work associated with the installations; including cutting away and making good after installing a concealed drainage system; including cutting or leaving all holes notches, mortices, sinkings and chases in both the structure and its coverings; including but not limited to forming recess in masonrv	ITEM			
	Electrical Services Installations				
155	Inspect all drawings and Bills of Quantities for Electrical Installations and allow for all Builder's work associated with the Electrical installations, including cutting away for and making good after Electrician installing a concealed conduit system including cutting or leaving all holes notches, mortices, sinkings and chases in both the structure and its coverings; including but not limited to forming recess in masonry	ITEM			
	TOTAL CARRIED TO SUMMARY OF BILL			**KSHS.**	

ITEM	DESCRIPTION	AMOUNT (Kshs.)
	BILL NO. 1 - SUMMARY	
1.0	SUBSTRUCTURES	
2.0	REINFORCED CONCRETE FRAME	
3.0	EXTERNAL AND INTERNAL WALLING	
4.0	ROOFING AND RAINWATER DISPOSAL	
5.0	WINDOWS	
6.0	DOORS	
7.0	FINISHES	
8.0	BUILDER'S WORK IN CONNECTION TO SERVICES INSTALLATIONS	
	TOTAL FOR BUILDER'S WORK CARRIED TO GRAND SUMMARY **KSHS.**	

PRIME COST OR PROVISIONAL SUMS

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	PRIME COST OR PROVISIONAL SUMS				
156	Allow a provisional sum of five million, five hundred thousand shillings (KSh. 5,500,000) for routine inspections, sample approval, documentations, testing, issuance of instructions and generation of as-built drawings in connections with the works	ITEM			
157	Allow a provisional sum of five hundred thousand shillings (KSh. 500,000) to cover costs associated withcompliance to professional standards, CPD training,professional affiliations, and attendance at industrysummits, as required by the Architects and QuantitySurveyors By-laws (2020), Legal Notice No. 202 of 6thNovember 2020, Engineers Act 2011, and EBK CPD Policy(EBK/CBA/POL/O1) of April 2024	ITEM			
158	Allow a provisional sum of one million shillings (KSh. 1,000,000) to for supply and installation of theatre doors to be expended during the course of the works per Project manager's instructions	ITEM			
159	Allow a provisional sum of one million shillings(KSh. 1,000,000) for geo-technical survey report prior to commencement of the substructure works	ITEM			
160	Allow a provisional sum of five hundred thousand shillings (KSh. 500,000) for connections to storm and foul water infrastructure as per S.E instructions	ITEM			
161	Allow a provisional sum of five million, five hundred thousand shillings (KSh. 5,500,000) for contingencies to be expended as per the instructions of the Architect, Structural Engineer, Electrical Engineer or Mechanical Engineer during the course of the works	ITEM			
162	Allow a provisional sum of five hundred thousand shillings (KSh. 500,000) for purchase of project laptops or phones as will be directed by the Project Manager	ITEM			
	TOTAL FOR PRIME COST OR PROVISIONAL SUMS CARRIED TO GRAND SUMMARY			**KSHS.**	

ELECTRICAL INSTALLATIONS

PROPOSED NYAMACHE LEVEL IV IN-PATIENT BLOCK

BILL NO. 1 SCHEDULE NO.1 - GROUND FLOOR LIGHTING AND POWER INSTALLATION

ITEM NO.	DESCRIPTION	QTY	UNIT	RATE (KSh. Cts.)	AMOUNT (Ksh Cts.)
	Supply, deliver, Store, Install, test and commission the following:-				
1.00	**LIGHTING POINTS (CONDUITING)**				
a	Conduiting for lighting outlet points comprising of 20mm dia. heavy duty PVC conduits embeded in the building fabric as per BS Codes including providing all the necessary cover plates, supports, boxes, connectors, accessories, coordination with all other trades and all other incidentals as specified and as indicated in the drawings.	104	No.		
1.01	**LIGHTING POINTS (WIRING)**				
a	Lighting outlet points connected to the distribution boards with 3 x 1.5 sq.mm PVC insulated copper conductor 1000 volts grade, drawn in the conduits in the item 1.00(a) above required to provide a complete installation and a fully operational system as specified and as indicated in the drawings for:-				
	(i) 1-way switched.	55	No.		
	(ii) 2-way switched.	29	No.		
	(iii) 2-way switched with intermediate switch.	20	No.		
1.02	**LIGHTING DEVICES AND ACCESSORIES**				
a	Lighting accessories including all necessary fittings, all in accordance with the specifications and drawings:- Plate switches; 10 amp flush mounted, white plastic fronted; fitted with brass earth terminal				
	(i) 10A 1 gang 1 way	28	No.		
	(ii) 10A 2 gang 1 way	6	No.		
	(iii) 10A 1 gang 2 way	11	No.		
	(iv) 10A 2 gang 2 way	5	No.		
	(iv) 10A Intermediate	5	No.		
b	Dusk-to-dawn, 1800W Tungsten/1000VA Ballast 240V, Programmable Twist-Lock Photocell Light Sensor Switch, wall/pole surface mounted as Philips, MK, Schneider or an approved equivalent.	3	No.		
1.03	**LIGHTING FIXTURES**				
a	Lighting fixtures including all lamps, control gear, mounting brackets, all necessary accessories, coordination with all other trades and all other incidentals required to provide a complete installation and a fully operational system as specified and as indicated in the drawings and lighting fixtures schedule, up to the approval of the Engineer, Client and Architect. (All LED lighting fixtures to have a minimum of 5 years warranty):-				
	(i) Type D	19	No.		
	(ii) Type V	2	No.		
	(iii) Type F	12	No.		
	(iv) Type T	2	No.		
	(v) Type EXIT	3	No.		
	(vi) Type P	28	No.		
	(vii) Type B	18	No.		
	(viii) Type E	8	No.		
	Sub-Total C/F to Next Page				

PROPOSED NYAMACHE LEVEL IV IN-PATIENT BLOCK

BILL NO. 1 SCHEDULE NO.1 - GROUND FLOOR LIGHTING AND POWER INSTALLATION

ITEM NO.	DESCRIPTION	QTY	UNIT	RATE (KSh. Cts.)	AMOUNT (Ksh Cts.)
	B/F from Last page				
	(ix) Type K	6	No.		
	(x) Type H	2	No.		
	(xi) Type M	4	No.		
1.04	**POWER OUTLETS POINTS (CONDUITING)**				
a	Conduiting for power outlet points comprising of 25mm dia. heavy duty PVC conduits embeded in the building fabric as per BS Codes including providing all the necessary cover plates, supports, boxes, connectors, accessories, coordination with all other trades and all other incidentals as specified and as indicated in the drawings.	75	No.		
b	Ditto but for 32mm dia.	12	No.		
c	Ditto but for 38mm dia.	8	No.		
d	Ditto but for 50mm dia.	4	No.		
1.05	**POWER OUTLETS POINTS (WIRING)**				
a	Electrical outlets wiring connected with PVC insulated copper conductor 1100 volts grade stranded to distribution board, drawn in conduits described in item 1.4 above, complete with earthing, cable terminations, all necessary accessories, ancillary works and materials required for a complete installation of all wiring devices as specified and as indicated on the drawings for the following items:				
	(i) Ring circuit wiring for 13A Twin socket outlet point, wired in 3x2.5 mm2 PVC insulated copper cable (maximum 8No. Sockets per circuit)	100	No.		
	(ii) Radial circuit wiring for Hand dryer: 20A DP Switch outlet point, wired in 3x2.5 mm2 PVC insulated copper cable (Approx. 20m from DB)	2	No.		
	(iii) Radial circuit wiring for Cooker control unit: 45 amp DP outlet point, wired in 3x6 mm2 PVC insulated copper cable (Approx. 20m from DB)	2	No.		
	(iv) Radial circuit wiring for 32 A (3P + N + E) Switched Industrial sockets/plugs outlet point, wired in 5x6 mm2 PVC insulated copper cable	2	No.		
	(v) Radial circuit wiring for 45 A (3P + N + E) Switched Industrial sockets/plugs outlet point, wired in 5x10 mm2 PVC insulated copper cable	2	No.		
	(vi) Radial circuit wiring for 16 A (1P + N + E) Switched Industrial sockets/plugs outlet point, wired in 3x2.5 mm2 PVC insulated copper cable	5	No.		
a	Connection units, spur outlets, white moulded coverplate; flush fitted including plugs, all necessary accessories, ancillary works and materials required for complete installation as specified and as indicated on the drawings for the following items:				
	(i) Hand dryer: 20A DP Switch; switched with neon indicator.	2	No.		
	Sub-Total C/F to Next Page				

PROPOSED NYAMACHE LEVEL IV IN-PATIENT BLOCK

BILL NO. 1 SCHEDULE NO.1 - GROUND FLOOR LIGHTING AND POWER INSTALLATION

ITEM NO.	DESCRIPTION	QTY	UNIT	RATE (KSh. Cts.)	AMOUNT (Ksh Cts.)
	B/F from Last page				
1.06	**CONNECTION/ CONTROL UNITS**				
	(ii) 45A DP Switch; switched with neon indicator.	2	No.		
	(iii) Cooker control unit: BS 4177; 45A DP main switch with single 13A switched socket outlet;	2	No.		
	(iv) 32 A (3P + N + E) Switched Industrial sockets/plugs flush mounted; Watertight; 415 volts, 50Hz; IP 67 complete with connector/ plug	2	No.		
	(vi) 45 A (3P + N + E) Switched Industrial sockets/plugs flush mounted; Watertight; 415 volts, 50Hz; IP 67 complete with connector/ plug	2	No.		
	(v) 16 A (1P + N + E) Switched Industrial sockets/plugs flush mounted; Watertight; 240 volts, 50Hz; IP 67 complete with connector/ plug	5	No.		
	(vi) Spur outlet for urinal sensor installed above (false) ceiling.	2	No.		
	(vii) 13A Twin switched socket outlets for normal power	65	No.		
	(viii) 13A Twin switched non- standard socket outlets for clean power	35	No.		
1.07	**12 WAY DISTRIBUTION BOARDS**				
a	Supply, install, connect-up complete 6 way TP/N MCB Distribution board for normal power supply, IP 32 protection enclosure; removable earth link with neutral bar and DIN rail and 1 no.100 amp integral isolator incomer	2	No.		
b	Supply, install, connect-up the following Miniature circuit breakers (MCBs) for above distribution board; BS EN 60 898; DIN rail mounting; including connecting to circuits				
	(i) SP&N 10kA MCB	17	No.		
	(ii)TP&N 10kA MCB	12	No.		
	(iii) Blanking plates for unused spare ways	17	No.		
	Sub-mains Circuits				
c	Sub-mains cables consisting of 25mm sq XLPE/SWA/PVC 600/1000 volt grade, multicore, armoured, XLPE insulated, PVC sheathed, copper stranded conductors to BS 5467 installed on cable tray, ladder (cable tray, ladder and duct measured elsewhere)	80	LM		
d	Supply and install cable brass compression glands complete with nut and shrouds for the above cable	4	No.		
e	Supply and install cable lugs for the above cable complete with hydraulic crimping	16	No.		
1.08	**4 WAY DISTRIBUTION BOARDS**				
a	Supply, install, connect-up complete 4 way TP/N MCB Distribution board for normal power supply, IP 32 protection enclosure; removable earth link with neutral bar and DIN rail and 1 no.100 amp integral isolator incomer	1	No.		
	Sub-Total C/F to Next Page				

PROPOSED NYAMACHE LEVEL IV IN-PATIENT BLOCK

BILL NO. 1 SCHEDULE NO.1 - GROUND FLOOR LIGHTING AND POWER INSTALLATION

ITEM NO.	DESCRIPTION	QTY	UNIT	RATE (KSh. Cts.)	AMOUNT (Ksh Cts.)
	B/F from Last page				
b	Supply, install, connect-up the following Miniature circuit breakers (MCBs) for above distribution board; BS EN 60 898; DIN rail mounting; including connecting to circuits				
	(i) SP&N 10kA MCB	8	No.		
	(ii)TP&N 10kA MCB	2	No.		
	(iii) Blanking plates for unused spare ways	1	No.		
	Sum-mains Circuits				
c	Sub-mains cables consisting of 16mm sq XLPE/SWA/PVC 600/1000 volt grade, multicore, armoured, XLPE insulated, PVC sheathed, copper stranded conductors to BS 5467 installed on cable tray, ladder (cable tray, ladder and duct measured elsewhere)	20	LM		
d	Supply and install cable brass compression glands complete with nut and shrouds for the above cable	2	No.		
e	Supply and install cable lugs for the above cable complete with hydraulic crimping	8	No.		
1.09	**TRUNKING & DUCTING**				
a	i) 200x50mm three (3) compartment powder coated trunking manufactured in 14 swg galvanized mild steel sheet and finished in cream powder coating to details shown complete with covers and all fixing accessories. Allow for colour change to Architect's detail.		LM		
	ii) Factory made powder coated corner bends for the above trunking.		No.		
	iii) Powder coated twin punched outlet plate for fixing twin socket outlets.		No.		
	iv) Ditto but for data/telephone/single switched socket outlets.		No.		
	v) Carry out bonding throughout the entire length of the above trunking and connect to earthing.		Item		
b	Lay HG/PVC conduiting of size 2x32mm diameter HG/PVC ducts from the electrical service duct to the metal trunkings for telecommunication services.	120	LM		
c	Lay HG/PVC conduiting of size 2x50mm diameter HG/PVC ducts from the electrical service duct to the trunking for internal power reticulation and inter-connecting electrical service ducts.	45	LM		
	Total for Bill No. 1 Schedule No.1 – Ground Floor Lighting and Power Installation C/F to Collection Page				

PROPOSED NYAMACHE LEVEL IV IN-PATIENT BLOCK

BILL NO. 1 SCHEDULE NO.2 - FIRST FLOOR LIGHTING AND POWER INSTALLATION

ITEM NO.	DESCRIPTION	QTY	UNIT	RATE (KSh. Cts.)	AMOUNT (Ksh Cts.)
	Supply, deliver, Store, Install, test and commission the following:-				
2.00	**LIGHTING POINTS (CONDUITING)**				
a	Conduiting for lighting outlet points comprising of 20mm dia. heavy duty PVC conduits embeded in the building fabric as per BS Codes including providing all the necessary cover plates, supports, boxes, connectors, accessories, coordination with all other trades and all other incidentals as specified and as indicated in the drawings.	96	No.		
2.01	**LIGHTING POINTS (WIRING)**				
a	Lighting outlet points connected to the distribution boards with 3 x 1.5 sq.mm PVC insulated copper conductor 1000 volts grade, drawn in the conduits in the item 1.00(a) above required to provide a complete installation and a fully operational system as specified and as indicated in the drawings for:-				
	(i) 1-way switched.	37	No.		
	(ii) 2-way switched.	23	No.		
	(iii) 2-way switched with intermediate switch.	36	No.		
2.02	**LIGHTING DEVICES AND ACCESSORIES**				
a	Lighting accessories including all necessary fittings, all in accordance with the specifications and drawings:- Plate switches; 10 amp flush mounted, white plastic fronted; fitted with brass earth terminal				
	(i) 10A 1 gang 1 way	21	No.		
	(ii) 10A 2 gang 1 way	7	No.		
	(iii) 10A 1 gang 2 way	8	No.		
	(iv) 10A 2 gang 2 way	4	No.		
	(iv) 10A Intermediate	8	No.		
b	Dusk-to-dawn, 1800W Tungsten/1000VA Ballast 240V, Programmable Twist-Lock Photocell Light Sensor Switch, wall/pole surface mounted as Philips, MK, Schneider or an approved equivalent.	1	No.		
2.03	**LIGHTING FIXTURES**				
a	Lighting fixtures including all lamps, control gear, mounting brackets, all necessary accessories, coordination with all other trades and all other incidentals required to provide a complete installation and a fully operational system as specified and as indicated in the drawings and lighting fixtures schedule, up to the approval of the Engineer, Client and Architect. (All LED lighting fixtures to have a minimum of 5 years warranty):-				
	(i) Type D	19	No.		
	(ii) Type V	2	No.		
	(iii) Type F	6	No.		
	(iv) Type T	1	No.		
	(v) Type EXIT	6	No.		
	(vi) Type P	32	No.		
	(vii) Type B	18	No.		
	(viii) Type E		No.		
	Sub-Total C/F to Next Page				

PROPOSED NYAMACHE LEVEL IV IN-PATIENT BLOCK

BILL NO. 1 SCHEDULE NO.2 - FIRST FLOOR LIGHTING AND POWER INSTALLATION

ITEM NO.	DESCRIPTION	QTY	UNIT	RATE (KSh. Cts.)	AMOUNT (Ksh Cts.)
	B/F from Last page				
	(ix) Type K	6	No.		
	(x) Type H	2	No.		
	(xi) Type M	4	No.		
2.04	**POWER OUTLETS POINTS (CONDUITING)**				
a	Conduiting for power outlet points comprising of 25mm dia. heavy duty PVC conduits embeded in the building fabric as per BS Codes including providing all the necessary cover plates, supports, boxes, connectors, accessories, coordination with all other trades and all other incidentals as specified and as indicated in the drawings.	75	No.		
b	Ditto but for 32mm dia.	12	No.		
c	Ditto but for 38mm dia.	8	No.		
d	Ditto but for 50mm dia.	4	No.		
2.05	**POWER OUTLETS POINTS (WIRING)**				
a	Electrical outlets wiring connected with PVC insulated copper conductor 1100 volts grade stranded to distribution board, drawn in conduits described in item 1.4 above, complete with earthing, cable terminations, all necessary accessories, ancillary works and materials required for a complete installation of all wiring devices as specified and as indicated on the drawings for the following items:				
	(i) Ring circuit wiring for 13A Twin socket outlet point, wired in 3x2.5 mm2 PVC insulated copper cable (maximum 8No. Sockets per circuit)	100	No.		
	(ii) Radial circuit wiring for Hand dryer: 20A DP Switch outlet point, wired in 3x2.5 mm2 PVC insulated copper cable (Approx. 20m from DB)	2	No.		
	(iii) Radial circuit wiring for Cooker control unit: 45 amp DP outlet point, wired in 3x6 mm2 PVC insulated copper cable (Approx. 20m from DB)	2	No.		
	(iv) Radial circuit wiring for 32 A (3P + N + E) Switched Industrial sockets/plugs outlet point, wired in 5x6 mm2 PVC insulated copper cable	2	No.		
	(v) Radial circuit wiring for 45 A (3P + N + E) Switched Industrial sockets/plugs outlet point, wired in 5x10 mm2 PVC insulated copper cable	2	No.		
	(vi) Radial circuit wiring for 16 A (1P + N + E) Switched Industrial sockets/plugs outlet point, wired in 3x2.5 mm2 PVC insulated copper cable	5	No.		
2.06	**CONNECTION/ CONTROL UNITS**				
a	Connection units, spur outlets, white moulded coverplate; flush fitted including plugs, all necessary accessories, ancillary works and materials required for complete installation as specified and as indicated on the drawings for the following items:				
	(i) Hand dryer: 20A DP Switch; switched with neon indicator.	2	No.		
	Sub-Total C/F to Next Page				

PROPOSED NYAMACHE LEVEL IV IN-PATIENT BLOCK

BILL NO. 1 SCHEDULE NO.2 - FIRST FLOOR LIGHTING AND POWER INSTALLATION

ITEM NO.	DESCRIPTION	QTY	UNIT	RATE (KSh. Cts.)	AMOUNT (Ksh Cts.)
	B/F from Last page				
	(ii) 45A DP Switch; switched with neon indicator.	2	No.		
	(iii) Cooker control unit: BS 4177; 45A DP main switch with single 13A switched socket outlet;	2	No.		
	(iv) 32 A (3P + N + E) Switched Industrial sockets/plugs flush mounted; Watertight; 415 volts, 50Hz; IP 67 complete with connector/ plug	2	No.		
	(vi) 45 A (3P + N + E) Switched Industrial sockets/plugs flush mounted; Watertight; 415 volts, 50Hz; IP 67 complete with connector/ plug	2	No.		
	(v) 16 A (1P + N + E) Switched Industrial sockets/plugs flush mounted; Watertight; 240 volts, 50Hz; IP 67 complete with connector/ plug	5	No.		
	(vi) Spur outlet for urinal sensor installed above (false) ceiling.	2	No.		
	(vii) 13A Twin switched socket outlets for normal power	65	No.		
	(viii) 13A Twin switched non- standard socket outlets for clean power	35	No.		
2.07	**12 WAY DISTRIBUTION BOARDS**				
a	Supply, install, connect-up complete 6 way TP/N MCB Distribution board for normal power supply, IP 32 protection enclosure; removable earth link with neutral bar and DIN rail and 1 no.100 amp integral isolator incomer	2	No.		
b	Supply, install, connect-up the following Miniature circuit breakers (MCBs) for above distribution board; BS EN 60 898; DIN rail mounting; including connecting to circuits				
	(i) SP&N 10kA MCB	17	No.		
	(ii)TP&N 10kA MCB	12	No.		
	(iii) Blanking plates for unused spare ways	17	No.		
	Sub-mains Circuits				
c	Sub-mains cables consisting of 25mm sq XLPE/SWA/PVC 600/1000 volt grade, multicore, armoured, XLPE insulated, PVC sheathed, copper stranded conductors to BS 5467 installed on cable tray, ladder (cable tray, ladder and duct measured elsewhere)	96	LM		
d	Supply and install cable brass compression glands complete with nut and shrouds for the above cable	4	No.		
e	Supply and install cable lugs for the above cable complete with hydraulic crimping	16	No.		
2.08	**4 WAY DISTRIBUTION BOARDS**				
a	Supply, install, connect-up complete 4 way TP/N MCB Distribution board for normal power supply, IP 32 protection enclosure; removable earth link with neutral bar and DIN rail and 1 no.100 amp integral isolator incomer	1	No.		
	Sub-Total C/F to Next Page				

PROPOSED NYAMACHE LEVEL IV IN-PATIENT BLOCK

BILL NO. 1 SCHEDULE NO.2 - FIRST FLOOR LIGHTING AND POWER INSTALLATION

ITEM NO.	DESCRIPTION	QTY	UNIT	RATE (KSh. Cts.)	AMOUNT (Ksh Cts.)
	B/F from Last page				
b	Supply, install, connect-up the following Miniature circuit breakers (MCBs) for above distribution board; BS EN 60 898; DIN rail mounting; including connecting to circuits				
	(i) SP&N 10kA MCB	8	No.		
	(ii)TP&N 10kA MCB	2	No.		
	(iii) Blanking plates for unused spare ways	1	No.		
	Sum-mains Circuits				
c	Sub-mains cables consisting of 16mm sq XLPE/SWA/PVC 600/1000 volt grade, multicore, armoured, XLPE insulated, PVC sheathed, copper stranded conductors to BS 5467 installed on cable tray, ladder (cable tray, ladder and duct measured elsewhere)	32	LM		
d	Supply and install cable brass compression glands complete with nut and shrouds for the above cable	2	No.		
e	Supply and install cable lugs for the above cable complete with hydraulic crimping	8	No.		
2.09	**TRUNKING & DUCTING**				
a	i) 200x50mm three (3) compartment powder coated trunking manufactured in 14 swg galvanized mild steel sheet and finished in cream powder coating to details shown complete with covers and all fixing accessories. Allow for colour change to Architect's detail.		LM		
	ii) Factory made powder coated corner bends for the above trunking.		No.		
	iii) Powder coated twin punched outlet plate for fixing twin socket outlets.		No.		
	iv) Ditto but for data/telephone/single switched socket outlets.		No.		
	v) Carry out bonding throughout the entire length of the above trunking and connect to earthing.		Item		
b	Lay HG/PVC conduiting of size 2x32mm diameter HG/PVC ducts from the electrical service duct to the metal trunkings for telecommunication services.	120	LM		
c	Lay HG/PVC conduiting of size 2x50mm diameter HG/PVC ducts from the electrical service duct to the trunking for internal power reticulation and inter-connecting electrical service ducts.	45	LM		
	Total for Bill No. 1 Schedule No.2 – First Flour Lighting and Power Installation C/F to Collection Page				

PROPOSED NYAMACHE LEVEL IV IN-PATIENT BLOCK

BILL NO. 1 SCHEDULE NO.3 - SECOND FLOOR LIGHTING AND POWER INSTALLATION

ITEM NO.	DESCRIPTION	QTY	UNIT	RATE (KSh. Cts.)	AMOUNT (Ksh Cts.)
	Supply, deliver, Store, Install, test and commission the following:-				
3.00	**LIGHTING POINTS (CONDUITING)**				
a	Conduiting for lighting outlet points comprising of 20mm dia. heavy duty PVC conduits embeded in the building fabric as per BS Codes including providing all the necessary cover plates, supports, boxes, connectors, accessories, coordination with all other trades and all other incidentals as specified and as indicated in the drawings.	91	No.		
3.01	**LIGHTING POINTS (WIRING)**				
a	Lighting outlet points connected to the distribution boards with 3 x 1.5 sq.mm PVC insulated copper conductor 1000 volts grade, drawn in the conduits in the item above required to provide a complete installation and a fully operational system as specified and as indicated in the drawings for:-				
	(i) 1-way switched.	43	No.		
	(ii) 2-way switched.	27	No.		
	(iii) 2-way switched with intermediate switch.	21	No.		
3.02	**LIGHTING DEVICES AND ACCESSORIES**				
a	Lighting accessories including all necessary fittings, all in accordance with the specifications and drawings:- Plate switches; 10 amp flush mounted, white plastic fronted; fitted with brass earth terminal				
	(i) 10A 1 gang 1 way	19	No.		
	(ii) 10A 2 gang 1 way	12	No.		
	(iii) 10A 1 gang 2 way	9	No.		
	(iv) 10A 2 gang 2 way	3	No.		
	(iv) 10A Intermediate	6	No.		
3.03	**LIGHTING FIXTURES**				
a	Lighting fixtures including all lamps, control gear, mounting brackets, all necessary accessories, coordination with all other trades and all other incidentals required to provide a complete installation and a fully operational system as specified and as indicated in the drawings and lighting fixtures schedule, up to the approval of the Engineer, Client and Architect. (All LED lighting fixtures to have a minimum of 5 years warranty):-				
	(i) Type D	22	No.		
	(ii) Type V	2	No.		
	(iii) Type F	2	No.		
	(iv) Type T		No.		
	(v) Type EXIT	6	No.		
	(vi) Type P	32	No.		
	(vii) Type B	18	No.		
	(viii) Type E		No.		
	(ix) Type K	3	No.		
	(x) Type H		No.		
	(xi) Type M	6	No.		
	Sub-Total C/F to Next Page				

PROPOSED NYAMACHE LEVEL IV IN-PATIENT BLOCK

BILL NO. 1 SCHEDULE NO.3 - SECOND FLOOR LIGHTING AND POWER INSTALLATION

ITEM NO.	DESCRIPTION	QTY	UNIT	RATE (KSh. Cts.)	AMOUNT (Ksh Cts.)
	B/F from Last page				
3.04	**POWER OUTLETS POINTS (CONDUITING)**				
a	Conduiting for power outlet points comprising of 25mm dia. heavy duty PVC conduits embeded in the building fabric as per BS Codes including providing all the necessary cover plates, supports, boxes, connectors, accessories, coordination with all other trades and all other incidentals as specified and as indicated in the drawings.	85	No.		
b	Ditto but for 32mm dia.	12	No.		
c	Ditto but for 38mm dia.	8	No.		
d	Ditto but for 50mm dia.	4	No.		
3.05	**POWER OUTLETS POINTS (WIRING)**				
a	Electrical outlets wiring connected with PVC insulated copper conductor 1100 volts grade stranded to distribution board, drawn in conduits described in item 1.4 above, complete with earthing, cable terminations, all necessary accessories, ancillary works and materials required for a complete installation of all wiring devices as specified and as indicated on the drawings for the following items:				
	(i) Ring circuit wiring for 13A Twin socket outlet point, wired in 3x2.5 mm2 PVC insulated copper cable (maximum 8No. Sockets per circuit)	75	No.		
	(ii) Radial circuit wiring for Hand dryer: 20A DP Switch outlet point, wired in 3x2.5 mm2 PVC insulated copper cable (Approx. 20m from DB)	2	No.		
	(iii) Radial circuit wiring for Cooker control unit: 45 amp DP outlet point, wired in 3x6 mm2 PVC insulated copper cable (Approx. 20m from DB)	2	No.		
	(iv) Radial circuit wiring for 32 A (3P + N + E) Switched Industrial sockets/plugs outlet point, wired in 5x6 mm2 PVC insulated copper cable	2	No.		
	(v) Radial circuit wiring for 45 A (3P + N + E) Switched Industrial sockets/plugs outlet point, wired in 5x10 mm2 PVC insulated copper cable	2	No.		
	(vi) Radial circuit wiring for 16 A (1P + N + E) Switched Industrial sockets/plugs outlet point, wired in 3x2.5 mm2 PVC insulated copper cable	5	No.		
3.06	**CONNECTION/ CONTROL UNITS**				
a	Connection units, spur outlets, white moulded coverplate; flush fitted including plugs, all necessary accessories, ancillary works and materials required for complete installation as specified and as indicated on the drawings for the following items:				
	(i) Hand dryer: 20A DP Switch; switched with neon indicator.	2	No.		
	(ii) 45A DP Switch; switched with neon indicator.	2	No.		
	(iii) Cooker control unit: BS 4177; 45A DP main switch with single 13A switched socket outlet;	2	No.		
	Sub-Total C/F to Next Page				

PROPOSED NYAMACHE LEVEL IV IN-PATIENT BLOCK

BILL NO. 1 SCHEDULE NO.3 - SECOND FLOOR LIGHTING AND POWER INSTALLATION

ITEM NO.	DESCRIPTION	QTY	UNIT	RATE (KSh. Cts.)	AMOUNT (Ksh Cts.)
	B/F from Last page				
	(iv) 32 A (3P + N + E) Switched Industrial sockets/plugs flush mounted; Watertight; 415 volts, 50Hz; IP 67 complete with connector/ plug	2	No.		
	(vi) 45 A (3P + N + E) Switched Industrial sockets/plugs flush mounted; Watertight; 415 volts, 50Hz; IP 67 complete with connector/ plug	2	No.		
	(v) 16 A (1P + N + E) Switched Industrial sockets/plugs flush mounted; Watertight; 240 volts, 50Hz; IP 67 complete with connector/ plug	5	No.		
	(vi) Spur outlet for urinal sensor installed above (false) ceiling.	2	No.		
	(vii) 13A Twin switched socket outlets for normal power	65	No.		
	(viii) 13A Twin switched non- standard socket outlets for clean power	35	No.		
3.07	**12 WAY DISTRIBUTION BOARDS**				
a	Supply, install, connect-up complete 6 way TP/N MCB Distribution board for normal power supply, IP 32 protection enclosure; removable earth link with neutral bar and DIN rail and 1 no.100 amp integral isolator incomer	2	No.		
b	Supply, install, connect-up the following Miniature circuit breakers (MCBs) for above distribution board; BS EN 60 898; DIN rail mounting; including connecting to circuits				
	(i) SP&N 10kA MCB	17	No.		
	(ii)TP&N 10kA MCB	12	No.		
	(iii) Blanking plates for unused spare ways	17	No.		
	Sub-mains Circuits				
c	Sub-mains cables consisting of 25mm sq XLPE/SWA/PVC 600/1000 volt grade, multicore, armoured, XLPE insulated, PVC sheathed, copper stranded conductors to BS 5467 installed on cable tray, ladder (cable tray, ladder and duct measured elsewhere)	124	LM		
d	Supply and install cable brass compression glands complete with nut and shrouds for the above cable	4	No.		
e	Supply and install cable lugs for the above cable complete with hydraulic crimping	16	No.		
3.08	**4 WAY DISTRIBUTION BOARDS**				
a	Supply, install, connect-up complete 4 way TP/N MCB Distribution board for normal power supply, IP 32 protection enclosure; removable earth link with neutral bar and DIN rail and 1 no.100 amp integral isolator incomer	1	No.		
b	Supply, install, connect-up the following Miniature circuit breakers (MCBs) for above distribution board; BS EN 60 898; DIN rail mounting; including connecting to circuits				
	(i) SP&N 10kA MCB	8	No.		
	(ii)TP&N 10kA MCB	2	No.		
	(iii) Blanking plates for unused spare ways	1	No.		
	Sub-Total C/F to Next Page				

PROPOSED NYAMACHE LEVEL IV IN-PATIENT BLOCK

BILL NO. 1 SCHEDULE NO.3 - SECOND FLOOR LIGHTING AND POWER INSTALLATION

ITEM NO.	DESCRIPTION	QTY	UNIT	RATE (KSh. Cts.)	AMOUNT (Ksh Cts.)
	B/F from Last page				
	Sum-mains Circuits				
c	Sub-mains cables consisting of 16mm sq XLPE/SWA/PVC 600/1000 volt grade, multicore, armoured, XLPE insulated, PVC sheathed, copper stranded conductors to BS 5467 installed on cable tray, ladder (cable tray, ladder and duct measured elsewhere)	42	LM		
d	Supply and install cable brass compression glands complete with nut and shrouds for the above cable	2	No.		
e	Supply and install cable lugs for the above cable complete with hydraulic crimping	8	No.		
3.09	**TRUNKING & DUCTING**				
a	i) 200x50mm three (3) compartment powder coated trunking manufactured in 14 swg galvanized mild steel sheet and finished in cream powder coating to details shown complete with covers and all fixing accessories. Allow for colour change to Architect's detail.		LM		
	ii) Factory made powder coated corner bends for the above trunking.		No.		
	iii) Powder coated twin punched outlet plate for fixing twin socket outlets.		No.		
	iv) Ditto but for data/telephone/single switched socket outlets.		No.		
	v) Carry out bonding throughout the entire length of the above trunking and connect to earthing.		Item		
b	Lay HG/PVC conduiting of size 2x32mm diameter HG/PVC ducts from the electrical service duct to the metal trunkings for telecommunication services.	120	LM		
c	Lay HG/PVC conduiting of size 2x50mm diameter HG/PVC ducts from the electrical service duct to the trunking for internal power reticulation and inter-connecting electrical service ducts.	45	LM		
	Total for Bill No. 1 Schedule No.3 – Second Flour Lighting and Power Installation C/F to Collection Page				

PROPOSED NYAMACHE LEVEL IV IN-PATIENT BLOCK

BILL NO.1: LIGHTING AND POWER INSTALLATION - COLLECTION PAGE

ITEM NO.	DESCRIPTION	AMOUNT (Ksh Cts.)
1	Schedule No.1 – Ground Floor Lighting and Power Installation	
2	Schedule No.2 – First Flour Lighting and Power Installation	
3	Schedule No.3 – Second Flour Lighting and Power Installation	
	Total for Bill No. 1: Lighting and Power Installation C/F to Collection Page	

PROPOSED NYAMACHE LEVEL IV IN-PATIENT BLOCK
SCHEDULE OF LIGHTING FITTINGS

Type Mark	Description
	Lighting fixtures including all lamps, control gear, mounting brackets, all necessary accessories, coordination with all other trades and all other incidentals required to provide a complete installation and a fully operational system as specified and as indicated in the drawings and below, up to the satisfaction/ approval of the Engineer, Client and Architect, (All LED lighting fixtures to have a minimum of 5 years warranty), as below or equal and approved:-
Type D	Surface mounted Round 18 W LED downlight incorporating a polished chrome body finish with acid glass shade, IP44 as standard. Correlated colour temperature is 3000K with CRI >80 and UGR<19. Overall height <110mm and diameter of 200 mm, Rated median useful life*: L90 50000h at 25°C, Warranty period 5 years.
Type V	Vandal resistant dust and waterproof LED luminaire. 4500lm to 7000lm, IP66, 4 x IK10, 3000/4000K, with unique safe-T locking system.As Thorn ForceLED Pro or equal and approved equivalent.
Type F	1200mm, 1x36w, light fitting with LED tube, clip-on cover plate and adjustable end cap system as THORN or equal and approved equivalent.
Type T	600mm, 1x18w, light fitting with LED tube, clip-on cover plate and adjustable end cap system as THORN or equal and approved equivalent.
Type P	600x600mm, Ceiling LED Panel Lighting Fitting, Surface Mountable, 40W, 4000K, with High efficiency LED panel delivering 100lm/W and an average lifetime of 50,000 hrs as Philips, Osram LEDvance or approved equivalent
Type B	14W IP65 Slim bathroom luminaire for Surface/wall mounting with LED light source with 1200 lm output, 6500K colour temperature. Fixed output ballast, body in white finished extruded aluminium, endcaps in white finish Die-cast aluminium and diffuser in opal polycarbonate. Compliant to DSE requirements within EN12464 providing UGR < 19 due to unique Glare ProTech prismatic optic. CRI > 80, Lifetime is 50,000 hours. Warranty period 5 years.
Type E	IP66 45/50W (up to 3540Llm) LED floodlight with intensive distribution for wall mounting, having powder coated die-cast aluminium body, Lifetime is 80,000 hours. Warranty period 5 years.
Type K	36W High performance LED IP65, dust and moisture resistant luminaire with polycarbonate canopy, polycarbonate diffusers and steel toggles, 4300/6400 lumens options, Ra80, 4000K, long service life of 50,000 hours at 70% light output (L70). Warranty period 5 years. As Thorn Aquaforce II LED or approved equivalent
Type H	58W IP65 single point suspension LED high bay luminaire with plug and play connection for rapid installation. Available in 10000lm, 15000lm, 20000lm and 25000lm, with a choice of rack or wide beam optic. Fixed ouput (HF) and DALI available as standard. As Thorn HiPak or approved equivalent
Type EXIT	Self-contained double sided EXIT sign with 8W fluorescent lamp for non-maintained emergency lighting for 3 hour duration as Sapphire or approved equivalent.
Type M	Mirror light.

PROPOSED NYAMACHE LEVEL IV IN-PATIENT BLOCK
BILL NO. 2 - LOW VOLTAGE (LV) RETICULATION

ITEM NO.	DESCRIPTION	QTY	UNIT	RATE (KSh. Cts.)	AMOUNT (Ksh Cts.)
	Supply, Install, Test and Commission the following:- **METERBOARD (MAIN PANEL)** A free-standing LV switchboard modular, louvered ends, extensible, metal clad, cubicle pattern to IP65 front access, compliant with standards KSIEC 60439 concerning the construction of Type Tested Assemblies (TTA), Form 2b comprising of the following Schneider Electric (or approved equal specification) breakers **i) KPLC incomer** 630A TPN MCCB, short-circuiting breaking capacity of 25KA at 415 VAC, 50Hz-KPLC Power Meter, Indicating lamps {MAINS AVAIL (RYB), MAINS On LOAD), GEN AVAIL (RYB), GEN ON LOAD)}				
2.00	**ii) Generator Section** 630A TPN generator set incomer - 400A TPN change-over contactor with mechanical/electrical interlock for KPLC and Generator incoming - Manual By-pass **iii) Busbars** 1No. 800A TP/N copper busbars **iv) Outgoers** 2No. 100A TPN MCCB 6No. 63A TPN MCCB 8No. 32A TPN MCCB 4No. 32A SPN DP MCB Surge diverter as Sinet Tamer, Furse or approved equal	1	No.		
2.01	Comprehensive earthing of Entire Installations to K.P.L.C/IEEE/IEC standards with Pure Copper rods/mesh and tapes to achieve an earth resistance value below one ohm	1	Item		
2.02	Bare conductor copper from LV Board to earth electrode	10	LM		
2.03	Comprehensive labeling of the Switchboard above	1	Item		
2.04	450mm x 450mm x 600mm concrete power and ICT manholes complete with heavy duty manhole covers	4	No		
2.05	Allow for rerouting of electrical and ICT services from the site if any (Tenderer to visit site to ascertain existing services)	1	Item		
2.06	150mm dia. HG PVC ducts for Power distribution	180	LM		
2.07	50mm dia. HG PVC duct for Communication services.	120	LM		
2.08	50mm dia. HG PVC duct for Power distribution	70	LM		
	Sub-Total C/F to Next Page				

PROPOSED NYAMACHE LEVEL IV IN-PATIENT BLOCK
BILL NO. 2 - LOW VOLTAGE (LV) RETICULATION

ITEM NO.	DESCRIPTION	QTY	UNIT	RATE (KSh. Cts.)	AMOUNT (Ksh Cts.)
	B/F from Last page				
2.09	450 x 450 x 250mm 14-gauge galvanised steel cable draw box, complete with cover, screws etc.	4	No.		
2.10	Excavate trenches for the above ducts average depth 700mm, remove soft earth, lay duct, cover with "DANGER – HATARI" tiles, back-fill with soil and compact to natural ground level.	190	LM		
2.11	Build 600 x 600 x 700mm deep power and ICT manholes complete with internal plaster and heavy duty EAFW steel cover.	8	No.		
2.12	As item above, but earthing manhole, with cover marked "EARTH"	4	No.		
2.13	Mains cables consisting of 95mm sq XLPE/SWA/PVC 600/1000 volt grade, multicore, armoured, XLPE insulated, PVC sheathed, copper stranded conductors to BS 5467 installed on cable tray, ladder (cable tray, ladder and duct measured elsewhere) with cable glands and lugs, from the changeover switch to the switchboard	120	LM		
	Total for Bill No. 2: Low Voltage (LV) Reticulation C/F to Summary Page				

PROPOSED NYAMACHE LEVEL IV IN-PATIENT BLOCK

BILL NO. 3 - STRUCTURED CABLING, PAVA, AND OTHER CONDUITING WORKS

ITEM NO.	DESCRIPTION	QTY	UNIT	RATE (KSh. Cts.)	AMOUNT (Ksh Cts.)
	Procurement, Installation, Testing and Commissioning of:				
3.00	Conduiting for data, CCTV and PAVA points, comprising of 25mm dia. heavy duty PVC conduits embeded in the building fabric as per BS Codes including providing all the necessary cover plates, supports, boxes, connectors, accessories, coordination with all other trades and all other incidentals as specified and as indicated in the drawings.	190	No.		
3.01	Conduiting for data and PAVA points points comprising of 32mm dia. heavy duty PVC conduits embeded in the building fabric as per BS Codes including providing all the necessary cover plates, supports, boxes, connectors, accessories, coordination with all other trades and all other incidentals as specified and as indicated in the drawings.	80	No.		
3.02	Conduiting for power outlet and fire alarm detector and actuator points comprising of 20mm dia. heavy duty PVC conduits embeded in the building fabric as per BS Codes including providing all the necessary cover plates, supports, boxes, connectors, accessories, coordination with all other trades and all other incidentals as specified and as indicated in the drawings.	145	No.		
3.03	300x250x120 mm Adaptable boxes	30	No.		
3.04	200x200x80 mm Adaptable boxes	20	No.		
3.05	150x150x70 mm Adaptable boxes	20	No.		
	Total for Bill No. 3: Structured Cabling, PAVA & Other Conduiting Installation C/F to Summary Page				

PROPOSED NYAMACHE LEVEL IV IN-PATIENT BLOCK

BILL NO. 4 - LIGHTNING PROTECTION, EARTHING AND BONDING SYSTEM

ITEM NO.	DESCRIPTION	QTY	UNIT	RATE (KSh. Cts.)	AMOUNT (Ksh Cts.)
	Supply, Install, Test and Commission Lightning Protection, Earthing and Bonding System Comprising the following:-				
4	**Air Termination**				
4.01	15mm diameter multiple point copper air terminal as Furse Cat. No. RA 600.	3	No.		
4.02	Copper air terminal base as Furse Cat. No. SD 105.	3	No.		
4.03	Copper junction clamps for tape.	3	No.		
4.04	25 x 3mm turned copper tape as Furse Cat. No. TC 230.	65	LM		
4.05	Copper ridge saddle as Furse Cat. No. CD 115.	8	No.		
4.06	D.C. tape clip as Furse Cat. No.CP 210.	80	No.		
4.07	Copper rod-to-tape coupling.	3	No.		
	Down Conductors				
4.08	25 x 3mm turned copper tape as Furse Cat. No. TC 230.	56	LM		
4.09	D.C. tape clip as Furse Cat. No. CP 210.	56	No.		
4.1	Oblong test/junction clamp as Furse Cat. No. CN 105.	2	No.		
4.11	Diameter 38mm HG PVC conduits for the down conductors above.	12	LM		
	Earth Termination				
4.12	15mm diameter, 1200mm long solid copper earth rod as Furse Cat. No. RC 020, complete with driving stud and spike.	6	No.		
4.13	Earth rod-to-tape clamp type A.	6	No.		
4.14	Concrete inspection earth pit Cat. No. PT 005 with 5 hole earth bar as Furse Cat. No. PT 006.	2	No.		
	Bonding				
4.15	Bonding and clamping to all metal work including water pipes, gas pipes, hand-rails, air-conditioning units, window frames, cladding, metal roof etc. and the main earth for the building.	1	Item		
4.16	Three-phase surge diverter as Furse ESP 415, or approved equivalent, complete with purpose-made enclosure with viewing window.	1	No.		
	Total for Bill No.4: Lightning Protection, Earthing and Bonding System C/F to Summary Page				

PROPOSED NYAMACHE LEVEL IV IN-PATIENT BLOCK

BILL NO. 5 - SUPPLEMENTARY ITEMS

ITEM NO.	DESCRIPTION	AMOUNT (Ksh Cts.)
5.01	**As-built drawings**	
	a. Full set of paper copies	
	b. Electronic copy in DWG format on CD	
5.02	Allow for provision of Operation and maintenance manuals	
	Total for Bill No. 6: Supplementary Items C/F to Summary Page	

PROPOSED NYAMACHE LEVEL IV IN-PATIENT BLOCK
ELECTRICAL WORKS SUMMARY PAGE

ITEM NO.	DESCRIPTION	AMOUNT (Ksh Cts.)
1	Total for Bill No. 1: Lighting and Power Installation	
2	Total for Bill No. 2: Low Voltage (LV) Reticulation	
3	Total for Bill No. 3: Structured Cabling, PAVA & Other Conduiting Installation	
4	Total for Bill No.4: Lightning Protection, Earthing and Bonding System	
5	Total for Bill No. 5: Supplementary works	
	TOTAL AMOUNT CARRIED TO GRAND SUMMARY PAGE OF THE MAIN CONTRACT DOCUMENT	

Amount in words:.....
.....
Tenderer's Name and Stamp:.....
.....
Address:.....
.....
Period To Execute The Works:.....

Tenderer's V.A.T No:.....

Tenderer's P.I.N No:.....

Telephone No.:.....

Mobile No.....

Tenderer's Signature:..... Date:.....

Witness Signature:..... Date:.....

MECHANICAL INSTALLATIONS

NYAMACHE LEVEL 4 HOSPITAL -PLUMBING ,DRAINAGE AND FIRE FIGHTING INSTALLATIONS

BILL NO.1 - GROUND FLOOR

Item	Description	Unit	Qty	Rate (Kshs)	Amount (Kshs)
	SANITARY FITTINGS Supply, deliver, install and fix the following sanitary fittings including all materials and jointing to supply, waste/soil and overflow pipes.Brand names for products are specified only as an indication of quality. Equal and approved appliances may be supplied. Where trade names are mentioned, the Ref. No. is intended only as a guide to the type and quality of fittings				
A	**Water Closet** Low level wash down water closet suite in white complete with horizontal outlet,flush valve as COBRA and associated pipeworks for inlet connection to the water closet pan and S-trap outlet..All to be as Duravit D code or approved equivalent.	No	5		
B	**Ambulant Disabled Water Closet suite** Low level wash down water closet suite for the elderly and disabled in white complete with horizontal outlet AND BOTTOM SUPPLY AND OVERFLOW WITH CLOSE COUPLING SIDE LEVER TREATMENT, 7.5 litre cistern, raised heavy duty toilet seat and cover and S-trap outlet and 600 x 35mm stainless steel grab rails (4No.) in stainless steel.The set to be complete with wash hand basin, 6mm thick mirror, toilet roll holder and robe hook. All to be as "Twyfords Avalon BTW" or approved equivalent.	No	1		
C	**Urinal** One urinal bowl in white vitreous china comprising 1No. bowl as Duravit D code or approved equvalent with 1No. division as Duravit Starck 3 complete with bowl/divisions support complete with urinal flush valve as Cobra No.FJ 6000, 3/4" Flush Master Junior, CP, exposed type with integral ballostop valve and wall plate, complete with C.P. flush pipe and fittings for top inlet spreader.	No	3		
	Total c/f to next page				

Item	Description	Unit	Qty	Rate (Kshs)	Amount (Kshs)
	Total b/d from previous page				
A	**Toilet roll holder** Toilet roll holder crome plated to be as Tapisfor despensing big rolls or approved equivalent	No	5		
B	Wall mounted **toilet brush holder and brush** of approved colour as Tapis or approved equivalent.	No	5		
C	**Pedastal wash hand basin** size 575 x 500mm with two tap hole, 32mm diameter chrome plated chain waste, chain stay hole, chrome plated non-conculsive lever operated mixer tap as Tapis model and heavy duty chrome plated bottle trap (32mm 'P' trap) with 75mm seal. To be of Duravit D-Code CAT No. 0337540000 pedestal washhand basin or equal and approved.	No	4		
D	**Countertop wash hand basin** size 545 x 425mm with one tap hole, 32mm diameter chrome plated chain waste, chain stay hole, chrome plated non-conculsive level operated mixer tap as Cobra model and heavy duty chrome plated bottle trap (32mm 'P' trap) with 75mm seal. To be of Duravit D-Code CAT No. 0337540000 countertops washhand basin or equal and approved.	No	5		
E	**Medical Wash Hand Basin** Counter top Twyfords "SOLA L.B.G/L" wash hand basin with no tap holes and chain stay hole cat. No. WB 1520WH, wall brackets cat no. SR 1315 xx complete with "lever action mixer fitting, 1/2 with swivel nozzle and divided flow" wall mounted mixer cat. no. SF 1099 CP, chrome grid waste 11/4" cat no. WF 4341 CP and white plastic bottle trap 11/4" P-trap cat. no.WF 8482 xx or approved equivalent.	No	2		
F	15mm diameter concealed 4way **shower mixer fitting** with fixed 100mm diameter shower rose with 450mm shower arm Tapis or approved equivalent	No	6		
G	Twyfords crome plated **soap tray** in size: 305 x 150mm	No	6		
	Total c/f to next page				

Item	Description	Unit	Qty	Rate (Kshs)	Amount (Kshs)
	Total b/d from previous page				
A	20mm Dia. X 800mm long approved **towel rail**, CP, plugged and screwed into the wall	No	6		
B	**Laboratory Sinks** "Vulcathene" black injection moulded polypropylene sink with self-draining base and an outlet to accept the waste described below as Cat No.602 complete with:- - "Vultex Labline" bench mounted 1-way outlet fitting with inlet for supply and side valve having swivel nozzle and spout. - "Vulcathene" 1½" waste, plug, back, nut, butyl rubber gasket, grating and chain as Cat No.504. - "Vulcathene" anti-siphon bottle trap as Cat No. W561.	No	3		
	Total c/f to next page				

Item	Description	Unit	Qty	Rate (Kshs)	Amount (Kshs)
	Total b/d from previous page				
A	**Paper towel dispenser** Paper Towel dispenser in white colour complete with plastic rawl plugs and fixing screws. The Paper towel dispenser to be as Mediclinic or approved equivalent.	No	1		
B	**Soap Dispenser** Soap Dispenser, capacity 1.136 litres complete with plastic rawl plugs, fixing screws, lock and key complete with initial fill of soap gel. The soap dispenser to be as mediclinic model, size 125 x 100 x 290mm high or approved equivalent	No	2		
C	**Cleaners Sink**	No	1		
D	15mm diameter x 300mm long **flexible connectors** complete with integral chrome plated angle valve as Cobra or equal and approved.	No	28		
E	**Mirrors** 6mm thick polished plate glass, silver backed mirror with beveled edges, size 610x497mm plugged and screwed to wall with 4No. Chrome plated chrome capped screws and 5mm thick foam back nest.	No	14		
F	**Robe hook** Robe hook in vitreous china and in white colour mounted unto a concealed screw to wall wedges, to be as Twyfords OC 6858 1998 or approved equivalent.	No	5		
	Total for Sanitary Fittings carried to Collection Page				

	FIRST FLOOR				
Item	**Description**	**Unit**	**Qty**	**Rate (Kshs)**	**Amount (Kshs)**
	Water Closet				
A	Low level wash down water closet suite in white complete with horizontal outlet,flush valve as cobra and associated pipeworks for inlet connection to the water closet pan and S-trap outlet..All to be as Duravit D code or approved equivalent.	No	6		
B	Wall mounted **toilet roll holder** of approved colour as tapis for dispensing big rolls or approved equivalent.	No	6		
C	Wall mounted **toilet brush holder and brush** of approved colour as Tapis or approved equivalent.	No	6		
D	**Pedastal wash hand basin** size 575 x 500mm with two tap hole, 32mm diameter chrome plated chain waste, chain stay hole, chrome plated non-conculsive time delay press action pillar tap as Cobra model and heavy duty chrome plated bottle trap (32mm 'P' trap) with 75mm seal. To be of Duravit D-Code CAT No. 0337540000 countertops washhand basin or equal and approved.	No	4		
E	**Countertop wash hand basin** size 545 x 425mm with one tap hole, 32mm diameter chrome plated chain waste, chain stay hole, chrome plated non-conculsive time delay press action pillar tap as Cobra model and heavy duty chrome plated bottle trap (32mm 'P' trap) with 75mm seal. To be of Duravit D-Code CAT No. 0337540000 countertops washhand basin or equal and approved.	No	5		
F	**Medical Wash Hand Basin**	No	3		
G	15mm diameter concealed 4way **shower mixer fitting** with fixed 100mm diameter shower rose Tapis or approved equivalent	No	6		
	Total c/f to next page				

Item	Description	Unit	Qty	Rate (Kshs)	Amount (Kshs)
	Total b/d from previous page				
A	Twyfords crome plated **soap tray** in size: 305 x 150mm	No	6		
B	15mm diameter x 300mm long **flexible connectors** complete with integral chrome plated angle valve as Cobra or equal and approved.	No	22		
C	20mm Dia. X 800mm long approved **towel rail**, CP, plugged and screwed into the wall	No	5		
D	**Sluice Unit** Twyfords "Grafton B.P.S." hopper cat.no. FC4076WH loose-trap FC44612WH complete with Vitreous china high level cistern 7.5 Litre capacity with valveless fittings and reversible chain pull CX7610WH, cistern supporting brackets SR1300XX stainless steel flushpipe with spreader and clips SS6020SS Combine bedpan and urinal bottle jet with 1/2" lever handle taps, SF6504CP legs and bearers for hopper SR3053XX sinks 760mm x 455mm FC1350WH chain and waste 11/2" chrome plated WF4338CP waste pipe for the hopper WF9685WH legs and bearers for sink SR3043XX drain with anti-drip stip FC9684WH legs and bearers for drain SR3052XX chrome plated extended bib tap 1/2" SF5204CP Chrome plated Lever action mixer tap flexible hose and handspray	No	1		
E	**SCRUB-UP** Twyford Scrub-up Trough 2500mm long with Left hand outlet Cat No. SS9122SS Complete with 3No. wall mounted Lever action mixer taps Cat No. SF1099CP 11/2Chrome plated Waste fitting and a s trap	No	1		
F	**Paper towel dispenser** Paper Towel dispenser in white colour complete with plastic rawl plugs and fixing screws. The Paper towel dispenser to be as Mediclinic or approved equivalent.	No	4		
G	**Urinal** One urinal bowl in white vitreous china comprising 1No. bowl with 1No. division complete with bowl/divisions support complete with urinal flush valve as Cobra No.FJ 6000, 3/4" Flush Master Junior, CP, exposed type with integral ballostop valve and wall plate, complete with C.P. flush pipe and fittings for top inlet spreader.	No	3		
	Total c/f to next page				

Item	Description	Unit	Qty	Rate	Amount
	Total b/d from previous page				
A	**Soap Dispenser** Soap Dispenser, capacity 1.136 litres complete with plastic rawl plugs, fixing screws, lock and key complete with initial fill of soap gel. The soap dispenser to be as MEDICLINIC model, size 125 x 100 x 290mm high or approved equivalent	No	2		
B	15mm diameter x 300mm long **flexible connectors** complete with integral chrome plated angle valve as Cobra or equal and approved.	No	18		
C	**Mirrors** 6mm thick polished plate glass, silver backed mirror with beveled edges, size 610x497mm plugged and screwed to wall with 4No. Chrome plated chrome capped screws and 5mm thick foam back nest.	No	6		
D	**Robe hook** Robe hook in vitreous china and in white colour mounted unto a concealed screw to wall wedges, to be as Twyfords OC 6858 1998 or approved equivalent.	No	6		
E	**Ambulant Disabled Water Closet suite** Low level wash down water closet suite for the elderly and disabled in white complete with horizontal outlet AND BOTTOM SUPPLY AND OVERFLOW WITH CLOSE COUPLING SIDE LEVER TREATMENT, 7.5 litre cistern, raised heavy duty toilet seat and cover and S-trap outlet and 600 x 35mm stainless steel grab rails (4No.) in stainless steel.The set to be complete with wash hand basin, 6mm thick mirror, toilet roll holder and robe hook. All to be as "Twyfords Avalon BTW" or approved equivalent.	No	1		
F	**Urinal** One urinal bowl in white vitreous china comprising 1No. bowl as Duravit D code or approved equvalent with 1No. division as Duravit Starck 3 complete with bowl/divisions support complete with urinal flush valve as Cobra No.FJ 6000, 3/4" Flush Master Junior, CP, exposed type with integral ballostop valve and wall plate, complete with C.P. flush pipe and fittings for top inlet spreader.	No	3		
	Total for Sanitary Fittings carried to Collection Page				

	SECOND FLOOR				
Item	**Description**	**Unit**	**Qty**	**Rate (Kshs)**	**Amount (Kshs)**
	Water Closet				
A	Low level wash down water closet suite in white complete with horizontal outlet,flush valve as cobra and associated pipeworks for inlet connection to the water closet pan and S-trap outlet..All to be as Duravit D code or approved equivalent.	No	8		
B	Wall mounted **toilet roll holder** of approved colour as tapis for dispensing big rolls or approved equivalent.	No	8		
C	Wall mounted **toilet brush holder and brush** of approved colour as Tapis or approved equivalent.	No	8		
D	**Pedastal wash hand basin** size 575 x 500mm with two tap hole, 32mm diameter chrome plated chain waste, chain stay hole, chrome plated non-conculsive time delay press action pillar tap as Cobra model and heavy duty chrome plated bottle trap (32mm 'P' trap) with 75mm seal. To be of Duravit D-Code CAT No. 0337540000 countertops washhand basin or equal and approved.	No	9		
E	**Countertop wash hand basin** size 545 x 425mm with one tap hole, 32mm diameter chrome plated chain waste, chain stay hole, chrome plated non-conculsive time delay press action pillar tap as Cobra model and heavy duty chrome plated bottle trap (32mm 'P' trap) with 75mm seal. To be of Duravit D-Code CAT No. 0337540000 countertops washhand basin or equal and approved.	No	6		
F	**Medical Wash Hand Basin** Counter top Twyfords "SOLA L.B.G/L" wash hand basin with no tap holes and chain stay hole cat. No. WB 1520WH, wall brackets cat no. SR 1315 xx complete with "lever action mixer fitting, 1/2 with swivel nozzle and divided flow" wall mounted mixer cat. no. SF 1099 CP, chrome grid waste 11/4" cat no. WF 4341 CP and white plastic bottle trap 11/4" P-trap cat. no.WF 8482 xx or approved equivalent.	No	2		
G	15mm diameter concealed 4way **shower mixer fitting** with fixed 100mm diameter shower rose Tapis or approved equivalent	No	10		
	Total c/f to next page				

Item	Description	Unit	Qty	Rate (Kshs)	Amount (Kshs)
	Total b/d from previous page				
A	Twyfords crome plated **soap tray** in size: 305 x 150mm	No	14		
B	15mm diameter x 300mm long **flexible connectors** complete with integral chrome plated angle valve as Cobra or equal and approved.	No	40		
C	20mm Dia. X 800mm long approved **towel rail**, CP, plugged and screwed into the wall	No	10		
E	**CLEANER SINK** Twyford Scrub-up Trough 600mm long with Left hand outlet Cat No. SS9122SS Complete with 1No. wall mounted taps Cat No. SF1099CP 11/2Chrome plated Waste fitting and a s trap	No	1		
F	**Paper towel dispenser** Paper Towel dispenser in white colour complete with plastic rawl plugs and fixing screws. The Paper towel dispenser to be as Mediclinic or approved equivalent.	No	0		
G	**Urinal** One urinal bowl in white vitreous china comprising 1No. bowl with 1No. division complete with bowl/divisions support complete with urinal flush valve as Cobra No.FJ 6000, 3/4" Flush Master Junior, CP, exposed type with integral ballostop valve and wall plate, complete with C.P. flush pipe and fittings for top inlet spreader.	No	3		
	Total c/f to next page				

Item	Description	Unit	Qty	Rate	Amount
	Total b/d from previous page				
A	**Soap Dispenser** Soap Dispenser, capacity 1.136 litres complete with plastic rawl plugs, fixing screws, lock and key complete with initial fill of soap gel. The soap dispenser to be as MEDICLINIC model, size 125 x 100 x 290mm high or approved equivalent	No	2		
B	15mm diameter x 300mm long **flexible connectors** complete with integral chrome plated angle valve as Cobra or equal and approved.	No	35		
C	**Mirrors** 6mm thick polished plate glass, silver backed mirror with beveled edges, size 610x497mm plugged and screwed to wall with 4No. Chrome plated chrome capped screws and 5mm thick foam back nest.	No	16		
D	**Robe hook** Robe hook in vitreous china and in white colour mounted unto a concealed screw to wall wedges, to be as Twyfords OC 6858 1998 or approved equivalent.	No	16		
E	**Ambulant Disabled Water Closet suite** Low level wash down water closet suite for the elderly and disabled in white complete with horizontal outlet AND BOTTOM SUPPLY AND OVERFLOW WITH CLOSE COUPLING SIDE LEVER TREATMENT, 7.5 litre cistern, raised heavy duty toilet seat and cover and S-trap outlet and 600 x 35mm stainless steel grab rails (4No.) in stainless steel.The set to be complete with wash hand basin, 6mm thick mirror, toilet roll holder and robe hook. All to be as "Twyfords Avalon BTW" or approved equivalent.	No	2		
	Total for Sanitary Fittings carried to Collection Page				

COLLECTION PAGE FOR SANITARY FITTINGS

Item	Description	Amount (Kshs)
1	Total for sanitary fittings for ground floor carried forward from page M-3	
2	Total for sanitary fittings for first floor carried forward from page M-7	
2	Total for sanitary fittings for Second Floor	
	Total Sanitary fittings Works Carried to Summary Page	

	NYAMACHE LEVEL 4 HOSPITAL -PLUMBING AND DRAINAGE INSTALLATIONS				
	ROOF TANK, BOOSTER PUMPS AND ASSOCIATED PIPEWORKS				
Item	**Description**	**Unit**	**Qty**	**Rate (Kshs)**	**Amount (Kshs)**
A	**Roof Water Storage Tank** Supply, deliver and assemble a water tank, made of pressed **galvanised steel** sectional tank plates 6mm thick plates (type 1 and 2) and of size 1220mm x 1220mm capacity of tank to be 55,434litres and of preferred dimensions 4880mm x3660mm x 2440mm. The tank to come complete with tank cover, mosquito proof inspection vent, internal stays, jointing material, bolts and nuts including applying two coats of non-toxic bituminous paint on the inside and two coats of aluminum paint on the outside. The tank shall be complete with the following pipe connections:- -100mm diameter overflow -100mm and 65mm diameter outlets -50mm diameter inlet -100mm diameter washout	No	1		
B	Float switch regulator	No	1		
C	Water level indicator	No	1		
D	Internal ladder	No	1		
E	External ladder from tank platform	No	1		
F	50mm diameter high pressure ball valve	No	1		
G	100 x 10 mm capping flat steel plate on all dwarf walls	Lm	16		
	Total for Tanks and Booster Pump carried to next Page				

Item	Description	Unit	Qty	Rate (Kshs)	Amount (Kshs)
	Total b/d from previousPage				
A	BOOSTER PUMP Electrically driven booster pump. One duty capable of delivering upto min 10m^3/hr against a head of 35 meters with a three phase power source. It includes pressure switches, time delay switch, a switch to protect against dry run, timer, gate valves and non-return valves. The pump to be as AKCP200-3 Aico Japan Booster Pump or approved equivalent. Pump to be installed on mild steel platform mounted on concrete plinth inside apump house to be provided by others.	Set	1		
B	**Control panel** for above pump with contactors, over voltage and under voltage protection relays, MCBs, timer, start/stop push buttons, internal buttons with automatic changeover, 'running' and 'trip' neon lights control system and button for for change from automatic to manual operation.	Item	1		
B	Allow for **electrical works** wiring and fitting to pumps, control panel and float switches from Isolator provided by others	Item	1		
	ASSOCIATED PIPEWORK Supply, deliver and install galvanized mild steel pipes to BS 1387 class „B" with screwed and socketed joints to BS 134 and 1256 and of approved manufacturer with galvanizing to BS 729. Tenderers must allow in their pipe work prices for all the couplings, unions, connectors joints, holder bats, reducers etc. as required in the running length of the pipework and also where necessary for pipe fixing clips, plugged and screwed.				
C	**Pipework** 100mm diameter G.M.S pipe	Lm	35		
D	65mm ditto	Lm	12		
E	50mm ditto	Lm	12		

A	Gate Valve 100mm diameter approved rising stem full way high pressure flanged gate valve with wheel and jointing to tubing	No	1		
B	65mm ditto	No	1		
C	50mm ditto	No	1		
D	50mm dia. approved high pressure non- return valve to BS 1952. The non-return valve to be as “Pegler” or approved equivalent.	No	1		
	Tees				
E	100mm diameter equal tee	No	1		
F	50mm ditto	No	2		
G	100 x 65 mm unequal tee	No	2		
	Bends/Elbows				
H	100mm diameter bend/elbows	No	4		
I	65mm ditto	No	6		
J	50mm ditto	No	8		
K	100mm diameter connecting flange	No	3		
Total for Tanks,Booster Pump and associated pipework C/F to the Summary page					

	PLUMBING PIPEWORKS				
Item	**Description**	**Unit**	**Qty**	**Rate (Kshs)**	**Amount**
	Supply, deliver and install PPR pipes, tubing and fittings as described and shown on the drawings. The pipes and fittings shall be produced as per SDR 11 and shall meet or exceed the requirements of ASTM D 2846, current European standards for PPR installations and to the Engineers approval. All joints shall be assembled employing solvent cements that meet or exceed the requirements of ASTM F442 and ASTM F441 . Rates must allow for all Metal/plastic threaded adaptors where required for the connection of sanitary fixtures, valves, sockets, sliding and fixed joints, support raceways, supporting brackets, isolating sheaths, elastic materials, expansion arms and bends, crossovers, couplings, clippings, connectors, joints etc. as required in the running lengths of pipework and also where necessary, for pipe fixing clips, holder bats plugged and screwed for the proper and satisfactory functioning of the system. The pipes will be pressure tested before the plastering of wall commences and as per the manufacturers recommended testing pressures.				
A	25mm ditto	Lm	112		
B	32mm ditto	Lm	98		
C	40mm ditto	Lm	34		
D	50mm ditto	Lm	24		
	Bends				
F	20mm diameter female Ebend	No	54		
G	25mm ditto	No	38		
H	32mm ditto	No	16		
I	40mm ditto	No	22		
J	50mm ditto	No	18		
K	65mm ditto	No	12		
	Tees				
M	50mm diameter equal tee	No	8		
	Total Carried to Next Page				

Item	Description	Unit	Qty	Rate (Kshs)	Amount
	Total carried forward from previous page				
A	40mm diameter equal tee	No	25		
B	32mm diameter equal tee	No	20		
C	25mm diameter equal tee	No	12		
	Reducers				
E	65 x 50mm diameter reducer	No	22		
F	65 x 50mm diameter reducer	No	10		
G	65 x 40mm diameter reducer	No	12		
H	65 x 32mm diameter reducer	No	8		
I	50 x 40mm diameter reducer	No	8		
	Male/Female Threaded Brass Adapters				
J	20mm threaded brass coupling	No	34		
	Unions				
K	20mm diameter bend	No	15		
L	25mm ditto	No	58		
M	32mm ditto	No	34		
N	40mm ditto	No	20		
O	50mm ditto	No	4		
	Gate Valves				
	20mm diameter screwed- in bonnet, full way non-rising stem, solid wedge disk, bronze gate valve to BS 5154 PN 20 for series 'B' ratings with wheel head and transition fitting for jointing to GMS pipework.	No	4		
Q	25mm ditto	No	8		
R	32mm ditto	No	4		
S	40mm ditto	No	4		
T	50mm ditto	No	1		
	<u>Sterilization</u>				
V	Allow for flushing out and sterilizing the whole system with chlorine to the satisfaction of the Project Engineer.	Item	1		
	<u>Testing and Commissioning</u>				
W	Allow for setting to work, testing and commissioning of the whole plumbing system to the satisfaction of the Engineer	Item	1		
	Total carried forward to the collection page				

Item	Description	Unit	Qty	Rate (Kshs)	Amount
	INTERNAL FOUL WATER DRAINAGE Supply, deliver and install the following UPVC, MUPVC, soil and waste systems respectively to B.S 5255 with fittings fixed to Manufactures Printed instructions and manufactured by reputable manufacturers. Tenderers must allow in their pipework prices for all the couplings, clippings, connectors, joints etc. as required in the running lengths of pipework and also where necessary, for pipe fixing clips, holder bats plugged and screwed for the proper and satisfactory functioning of the system.				
	MuPVC and uPVC Waste and Soil pipework				
A	100mm diameter heavy gauge golden brown UPVC pipe	96	Lm		
B	100mm diameter heavy gauge grey mUPVC pipe	72	Lm		
C	75mm diameter heavy gauge grey mUPVC pipe	20	Lm		
D	50mm diameter waste pipe	30	Lm		
E	40mm diameter waste pipe	24	Lm		
F	32mm diameter waste pipe	52	Lm		
	Bends				
G	100mm diameter bend with access	34	No.		
H	100mm diameter long radius bend	48	No.		
I	75mm diameter long radius bend	10	No.		
J	100mm diameter sweep bend	26	No.		
K	50mm diameter sweep bend	8	No.		
L	40mm diameter sweep bend	22	No.		
M	32mm diameter sweep bend	40	No.		
	Tees				
N	50mm diameter sweep tee	16	No.		
O	40mm diameter sweep tee	10	No.		
P	32mm diameter sweep tee	4	No.		
	Access Caps				
Q	50mm diameter access cap	8	No.		
R	40mm diameter access cap	14	No.		
Total Carried to Next Page					

Item	Description	Unit	Qty	Rate (Kshs)	Amount
	Total carried forward from previous page				
A	32mm diameter access cap	40	No.		
B	75 x 40mm diameter boss connector	4	No.		
C	100 x 75 reducing socket	4	No.		
D	100 x 50 reducing socket	84	No.		
E	50 x 32 reducing socket	10	No.		
F	40 x 32 reducing socket	12	No.		
G	100mm diameter WC connector	13	No.		
	Traps				
H	100 x 50mm diameter floor trap and grating	16	No.		
I	100 x 100mm diameter floor drain and stainless steel grating	5	No.		
J	Standard 300 x 300 x 450mm masonry gully trap complete with 125mm thick reinforced concrete cover.	9	No.		
	Manholes and Inspection Chambers				
K	Construct inspection chamber size 600 x 450mm and averaging 750mm deep constructed in 100mm thick concrete base (1:3:6), approved 150mm block sides rendered all around in cement and sand (1:4). It shall have an approved heavy duty cast iron cover and frame as manufactured by E.A Foundry works. Include all necessary excavations, disposal and form work.	8	No.		
	Weathering Slates and Vent Cowls				
L	100mm diameter weathering slate and apron.	10	No.		
M	100mm diameter vent cowl	12	No.		
	RAIN WATER DRAINAGE				
	Pipes				
O	100mm diameter heavy gauge grey mUPVC down pipes	96	Lm		
	Bends				
P	100mm diameter bend	16	No.		
	Tees				
Q	100mm diameter tee	10	No.		
	Others				
R	**150mm** Heavy duty MuPVC pipes	145	Lm		
S	100mm diameter cast iron fulbora	10	No.		
	Total carried to collection page				

Item	**Description**	**Unit**	**Qty**	**Rate (Kshs)**	**Amount**
	NEUTRALIZATION CHAMBER				
F	**NEUTRALIZATION CHAMBER** Supply, deliver and install the following Neutralization Chamber covers the fabrication, assembly, delivery, installation and commissioning of a 1,000-liter daily capacity Batch-Type Chemical Disinfection and pH Neutralization System. The system is custom-designed to treat highly infectious fluid effluent containing blood, bodily fluids, pathogens, and chemical reagents from hospital operating theaters and clinical laboratories before environmental or municipal discharge **Primary Tanks & Skid:** 1,200L Buffer Tank (HDPE), 1,000L Reaction Chamber (316L SS), Epoxy Skid Frame. **Dosing & Agitation:** 3x Solenoid-driven PVDF Dosing Pumps, Overhead Gear Motor Mixer, Bund Tanks **Automation & Controls:** Central IP65 PLC Enclosure + Touch HMI, Inline pH/ORP Sensors, Motorized Valves. **Environmental Filters:** Hermetic Gas Dome Fittings, Activated Carbon Scrubbers, H14 Bio-HEPA Filters **Provisions & Contingencies**: Include an amount for Contingency & field-replaceable spares allowance (approx. 5%). The System to be NEMA approved and have Oxidation-Reduction Potential (ORP) Monitor Loop: High-precision sensor to measure active chlorine/disinfection residuals in real-time within the chamber.	1	No.		
Total Carried to Next Page					

	COLLECTION PAGE	
Item	**Description**	**Amount (Kshs)**
1	Total for internal plumbing works carried from pg M-13……..	
2	Total for internal Drainage works carried from pg M-15……	
3	Total for Automated Neutralization Chamber carried forward……	
Total Plumbing and Drainage Works c/f to summary page		

SUMMARY PAGE		
ITEM	**DESCRIPTION**	**AMOUNT (KSHS)**
1	Total for Sanitary Fittings from pg M-8……	
2	Total for Roof Tanks,Pumps and associated Pipeworks Installations from pg M-11…….	
3	Total for Internal Plumbing and Drainage Pipeworks Installations from pg M-16……	
4	Allow for contingency sum to be used at the discretion of the Project Engineer……..	300,000.00
	Sub-Contract Sum for Internal Plumbing and Drainage Installations Carried to Form of Tender	

FIRE PROTECTION INSTALLATIONS FOR COMPLEX AT NYAMACHE LEVEL 4 HOSPITAL

Item	Description	Unit	Qty	Rate (Kshs)	Amount (Kshs)
	HOSEREEL AND PORTABLE EXTINGUISHERS				
	Supply, deliver and install the following fire fighting equipment in positions indicated on the contract drawings or as shall be instructed by the Engineer.				
	Hose Reel				
A	Swinging type hosereel fitted with 30 metres long, 20mm diameter reinforced non-kink rubber hose with 5/6 mm lever operated shut-off nozzle, mild steel feed pipe, isolation valve, guide and all other accessories as 'Angus Fire Armour' or equal and approved.	No.	0		
	GMS Pipes Class B				
B	25mm diameter pipework	Lm	8		
C	50mm diameter pipework	Lm	30		
	Extra Over Pipework				
	Bends				
D	25mm diameter bends	No.	8		
E	50mm diameter bends	No.	8		
	Tees				
F	50mm diameter equal Tee	No.	3		
	Reducers				
G	50 x 25 mm diameter reducer	No.	3		
	Valves				
H	25mm diameter approved medium pressure screw down full way non-rising stem wedge gate valve to BS 1952, with wheel and head joints to steel tubing. The gate valve to be as PEGLER or approved equivalent.	No.	3		
I	50mm diameter gate valves	No.	1		
J	50mm diameter non-return valves	No.	2		
	Unions				
K	25mm diameter pipe union	No.	2		
L	50mm diameter pipe union	No.	3		
	Total carried to collection page				

Item	Description	Unit	Qty	Rate (Kshs)	Amount (Kshs)
A	**Hosereel Pumpset** Hose reel pumpset, one duty, the other standby mounted on a frame with a mild steel base plate. Each pump shall have a duty $5m^3/hr$ against 35m head as Grundfos model or approved equivalent. In addition, there shall be a 24 litres diaphragm pressure vessel, pressure switches, a switch to protect dry run, 50mm foot valve and strainer, tank connections, gate valves and non-return valves.Control shall be effected via a pressure switch through a pre-wired control panel which shall give automatic change-over from duty to standby pump within 5 seconds should the duty pump fail to deliver for any reason. The pumpset shall include all non- returns valves, timer, isolating valves and pipe connections.	Set	0		
	Portable Fire Extinguishers Supply, deliver, install, test and commission the following portable fire extinguishers and conforming to BS EN 3 / BS 1449.				
B	**Water/Carbon Dioxide Gas Fire Extinguisher** 9 litres water/carbon dioxide gas portable fire extinguisher complete with pressure gauge, initial charge and mounting brackets.	No	3		
C	**Carbon Dioxide Gas Fire Extinguisher** 5 Kg carbon dioxide gas portable fire extinguisher complete with pressure gauge, initial charge and mounting brackets.	No	3		
D	**Dry Chemical Powder Fire Extinguisher** 6kg dry chemical podwer portable fire extinguisher complete with pressure gauge, initial charge and mounting brackets.	No	3		
E	**Manual Alarm Bell** 9" (225mm) manual operated alarm bell (Gong)	No	2		
F	**Painting** Allow for painting of the hose reel pipework as per particular specifications.	Item	1		
G	**Fire Notices** Allow for fire signage for the hose reel system, fire exits and fire instructions as directed by the Project Engineer.	No	2		
H	Allow for testing and commissioning of the dry riser, Hosereel and portable fire extinguishers installations to the satisfaction of the Engineer.	Item	1		
	Total carried to collection page				

	COLLECTION PAGE FOR HOSEREEL AND PORTABLES	
Item	**Description**	**Amount (Kshs)**
1	Total carried forward from page M-18 ……	
2	Total carried forward from page M-19 ……	
	Total for hosereel and portables Carried Forward to Summary Page 5	

MAIN SUMMARY PAGE FOR MECHANICAL INSTALLATION WORKS		
Item	**Description**	**Cost (Kshs)**
1	Total For Plumbing, Drainage & Water Tanks Installations carried forward from M-17……	
2	Total For Fire Protection Installations carried forward from M-20……	
	Total Carried to Summary Page	

HOSPITAL MEDICAL GASES PIPES INSTALLATION WORKS					
	Supply, deliver, install, test and commission the following. Prices to be inclusive of VAT and any other requisite taxes.				
GROUND FLOOR TO SECOND FLOOR MGPS					
Item	**Description**	**Qty**	**Unit**	**Rate (Kshs)**	**Amount (Kshs)**
A	**Medical Headwall System** Medical Horizontal Trunking System with 3No. preassembled Medical gases terminal units(1 no. Oxygen,1No. Vacuum & 1No. Medical Air terminals) with inlet pipes to TUs, nurse call system(Knock-out size to nurse-call supplier spec), 4 No. single, unswitched power sockets wired into 2 No. separate circuits,colour blue.Equipotential termination,dual network points,Examination Lights, Up and Down light provisions complete with lamps and switches,and a separate room light switch(complete with termination, to be wired by others) , and top rail for other fixings as Beacon Medeas or equal and approved.	6	No		
	<u>Medical Gas Accessories complying with HTM 02-01</u>				
B	Medical oxygen flow meter (0-15 lpm) with BS MK 1V PROBES & Humidifier	6	No		
C	Medical Vacuum regulator Unit (0-760mmHg) With BS MK1V Direct PROBES ,complete with 2.0 Litre suction (complete with wall bracket)	6	No		
D	Oxygen probes (BS MK 1V)	6	No		
E	Medical air 4 bar probes(BS MK 1V)	6	No		
	<u>Area Alarm</u>				
F	Area alarm warning system complete with pressure switches, LCD panel, high and low flow/pressure alarms, visual and audio alarms and indicators, and all other accessories for proper functioning. Alarm to be for 3 gases .The area alarm shall be as **<u>BeaconMedæs Medipoint 26 Medical Gas Area Alarms</u>** or approved equivalent.	1	No.		
	<u>DISTRIBUTION SYSTEM</u> Copper pipes manufactured from phosphorous de-oxidised non-arsenical copper to BS EN 1412:1996 grade CW024A (Cu-DHP) conforming to HTM 02-01.Pipework rates to include VAT and necessary accessories for proper coupling, and branching off.				
	Total C/F to the next page				

Item	Description	Qty	Unit	Rate (Kshs)	Amount (Kshs)
	Total B/F from the previous page				
A	15 mm diameter	200	LM		
B	Dito but for 22mm diameter	50	LM		
C	Ditto but for 28mm diameter	60	LM		
	Pipe Brackets and sandles				
E	15 mm Hospital brackets/sandles	160	No		
F	Dito but for 22mm diameter	78	No		
G	Ditto but for 28mm diameter	60	No		
	Adaptors/Connectors				
I	22 x 15mm adaptors/connectors	74	No		
J	28 x 22mm adaptors/connectors	65	No		
	Coupling /sockets				
L	15mm degreased socket/coupling	29	No		
M	22mm –degrease sockets/coupling	48	No		
N	28mm degreased socket/coupling	50	No		
	Equal Tees				
P	15mm diameter tee	74	No		
Q	22mm diameter tee	65	No		
R	28mm diameter tee	41	No		
	Bends/Elbows				
T	15 mm diameter bend/elbow	54	No		
U	22 mm diameter bend/elbow	22	No		
V	28mm diameter bend/elbow	17	No		
W	35 mm diameter bend/elbow	18	No		
	Total C/F to the next page				

Item	Description	Qty	Unit	Rate (Kshs)	Amount (Kshs)
	Total B/F from the previous page				
A	**Lockable Line Valves**				
B	28mm diameter line ball valves fitted with tamper proof locking device, Pressure tested,Tested for tightnesscopper stub pipes such as Medaes or approved equivalent.	8	No		
C	Dito but for 22mm diameter	10	No		
D	Dito but for 15mm diameter	12	No		
	Area Valve Service unit				
E	Compact multi valve AVSU for 3 gases fitted with copper stub pipes,fittings and pressure gauges,switches. The valve to be complete with box and a laser grooved Safe Break window, Removable door for quick easy access with reversible door hinges, Sealed shut off NIST valves,flow meter, and identification marks as Medaes or approved equivalent..	1	No		
	Total for Ground to Third Floor MGPS C/F to summary page				

1ST FLOOR- THEATRE & GENERAL ITEMS					
Item	**Description**	**Qty**	**Unit**	**Rate (Kshs)**	**Amount (Kshs)**
	CEILING PENDANT				
D	Retractable pendant in octagonal body section capable of accommodating up to 9 gases terminal units(2 no. Oxygen, 2No. Vacuum ,2No. Medical Air, 1No. Nitrous oxide, 1No. Surgical & 1No. AGSS terminals) ,nurse call system, 5No. Raw power twin sockets, 5 No. clean power twin non-standard socket, equipotential earth socket,telephone point, 2 No. data points, all requisite installation accessories and a top rail for other fixings as Beacon Medeas or approved equal.	0	No		
E	Requisite spares for Medical ceiling double arm pendant system, including steel plates, fixing elemnets, screws, bolts, fittings and any other accessory to allow for future installation of equipment	0	No		
	Medical Gas Accessories complying with HTM 02-01				
F	Medical oxygen flow meter (0-15 lpm) with BS MK 1V PROBES & Humidifier	3	No		
	Training of Maintenance Staff and Operators				
H	Allow for training of three (3No.) personnel, One(1No.) from County Public Works and Two(2 No.) from County Medical Services department, on MGPS in accordance with HTM 02-01.	1	Item		
I	Allow for copper sleeves for all pipes passing in floors, walls and partitions.Sleeves must be at least one diameter higher than the pipes passing through it and covered with proper fire and rodents resitant material	1	Item		
	Area Valve Service unit				
C	Compact multi valve AVSU for 6 gases fitted with copper stub pipes,fittings and pressure gauges,switches. The valve to be complete with box and a laser grooved Safe Break window, Removable door for quick easy access with reversible door hinges, Sealed shut off NIST valves,flow meter, and identification marks as Medaes or approved equivalent..	0	No		
	Total C/F to the next page				

Item	Description	Qty	Unit	Rate (Kshs)	Amount (Kshs)
	Total B/F from the previous page				
	Identification of Pipelines				
A	Allow for permanent and temporary identification of pipelines, valves and ends in accordance to particular specifications described.	1	Item		
	Painting and Marking				
B	Allow for painting and marking of all pipes and fittings in accordance to particular specifications described.	1	Item		
C	Allow for flushing the whole system with the medical gases in accordance with HTM 02-01 and to the satisfaction of the Engineer.	1	Item		
	Testing and Commissioning				
D	Allow for testing and commissioning of the entire medical gas pipeline system in accordance with the Particular Specifications and to the satisfaction of the Project Engineer.	1	Item		
	Working Drawings				
E	Prepare and submit three sets of working drawings and isometric layout drawings to easily readable scale, A1 or A0 paper size format as follows: i) general arrangement drawings of all equipment, fan, cleaning system etc. ii) wiring (electrical & control) details iii) any other details as per specifications Drawings are to be submitted in soft copy (AutoCAD 2007 format) and hard copy to the Client, the Architect and the Engineer. The soft copies to be stored in CD and 4GB flash disk.	1	Item		
F	Printed catalogues, technical data sheet, manuals and as-built drawings both in hard copy and soft copy. The soft copy to be delivered in compact disc and 8GB flash disk.	1	Item		
	Theatre sleeve provision and General Items				

	SUMMARY PAGE	
Item	**Description**	**Total**
1	Total for Ground Floor to 2nd Floor MGPS	
2	Total for Theatre and General Items	
3	**PROVISIONAL SUMS** i) Builder's work associated with medical gas pipeline system installation including construction of plant room, air conditioning for plant room,excavating,hacking and making good disturbed areas	
	ii) Electrical works associated with medical gas plants and pipeline system installation.	
	iii)Allow for perdiem and transport for project management team	350,000.00
4	Contingency to be used at the discretion of the Engineer	500,000.00
	Total for Medical Gases Pipeline System Installation Carried to the Main Summary Page	

NOTE: The medical gas piping does not include Medical Gas Plants as these are specialized equipments

	HVAC FOR HDU, ICU & THEATRE				
Item	**Description**	**Unit**	**Qty**	**Rate (Kshs.)**	**Amount (Kshs.)**
	Supply, deliver , install test and commission the following as described.				
A	Allow for sleeves across floors, walls and and beams for HVAC piping as will be guide by the Engineer	No.	0		
B	Air handling unit, single packed (self contained) air cooled conditioner capable of cooling loads upto 12 kw and 8 kw heating load with air flow of 2100m^3/hr, complete with its accessories for . Unit as "LG" or equal and approved. It shall have variable compressor, washable pre-filters to trap 20micron particles with 90% efficiency, motor/compressor protective devices and phase failure protection.	No.	0		
	<u>Air Supply Fan</u>				
C	Air supply fan to icu capable of volume flow rate of upto 1.0m^3/sec against a pressure drop of 400Pa at near maximum efficiency. Fan to be as Aerofoil axial flow fan, complete with supports, flexible connections and anti-vibration mountings. Maximum sound level of 50dB, with motor rating appropriately	No.	0		
D	Air supply fan capable of volume flow rate of upto 0.81.m^3/sec against a pressure drop of 400Pa at near maximum efficiency. Fan to be as Aerofoil axial flow fan, complete with supports, flexible connections and anti-vibration mountings. Maximum sound level of 50dB, with appropriate motor rating	No.	0		
	<u>Room Thermostat.</u>				
E	An analogue room thermostat to control the room temperature of 22^oC±1^oC. As "YORK" or approved equivalent.	No.	0		
	<u>Fresh Air Pre-filter</u>				
F	Washable and re-usable pre-filter in metal panel of minimum size450x600x100mm thick and capable of upto 1.0m^3/sec of air with a pressure drop of 250Pa and efficiency of 85% ASHRAE as "FRANCE AIR FR SPG 85" or equal and approved.	No.	0		
G	Ditto but of minimum size350x550x100mm thick and capable of upto 0.81 m3/sec	No.	0		
	Total carried forward to next Page				

Item	Description	Unit	Qty	Rate (Kshs.)	Amount (Kshs.)
	Total brought down from previous page				
	Air Supply Diffusers				
A	4-way laminar flow high wall air diffusers of size 600x600mm, set to discharge 0.315m^3/sec of air at a velocity of 0.68m/sec.	No.	0		
B	Ditto but of flow rate of 0.25m3/sec	No.	0		
	Control flaps				
C	Control flaps size 450 x 250mm with a flow rate of upto 0.2m3/s to be fitted on the theatre door as flowline or equal and approved.	No.	0		
	Extract Air Registers				
D	Egg-crate extract air register of size 450x450mm, each capable of extracting 0.315m^3/sec. As "Kool air return register" or equal and approved.	No.	0		
E	Egg-crate extract air register of size 350x250mm, each capable of extracting 0.15m^3/sec. As "Kool air return register" or equal and approved.	No.	0		
F	External louvre of size 900x900mm, each capable of extracting1.0m^3/sec. at face velocity of 1.5m/s.To have accompanying automatic damper. As "Kool air return register" or equal and approved.	No.	0		
G	Ditto but of size 1200x1200mm, each capable of extracting 1.5m^3/sec.	No.	0		
	Ductwork				
H	Galvanized mild steel ductwork 1.2mm thick complete with bends, hangers, supports, sleeves, flexible connectors, branch duct take-offs, flanges, access doors, test reducers, splitters, turning vanes and accessories. All painted both externally and internally with suitable walt black paint.	m^2	0		
	Ductwork Thermal/Acoustic Insulation				
I	Line the air supply duct with 25mm thick attenuated fibre glass or polystyrene bonded with thermal setting frame with suitable lining outside the duct to act as thermal and acoustic insulation..	m^2	0		
	Balancing Air-flow Dampers;For all branches of air distribution				
J	Control air-flow dampers size 300x250mm with a galvanized steel frame of 80mm deep and blades of 50mm pitch, complete with operating gear wheels and servomotors. As "FRANCE AIR" LDRI 50 and Servomotor type LM 230 or equal and approved.	No.	0		
I	Ditto but 350x350mm size.	No.	0		
K	Allow for duct sleevs for all HVAC pipes passing in floors, beams, walls and partitions.Sleeves must be at least one diameter higher than the pipes passing through it and covered with proper fire and rodents resitant material	Item	1		
	Total carried forward to next Page				

Item	Description	Unit	Qty	Rate (Kshs.)	Amount (Kshs.)
	Total brought down from previous page				
A	**Air Extract Fan** Extract fans each capable of volume flow rate 1.5m^3/sec against a pressure drop of 500Pa at near maximum efficiency. Fan to be as Aerofoil axial flow fan, complete with supports, flexible connections and anti-vibration mountings,Maximum sound level of 45dB.	No.	0		
B	Ditto but of volume flow rate 1.m3/s, against a pressure drop of 500Pa at near maximum efficiency	No.	0		
C	Ditto but of volume flow rate 0.5m3/s,, against a pressure drop of 250Pa at near maximum efficiency	No.	0		
D	**Flexible connection** The flexible connection shall be rubber bellows or neoprene and not canvas, to isolate vibrations from the air conditioning unit/fan from the interconnecting ductwork.	No.	0		
E	**Air Absolute Filter** Absolute filter in metal panels with a capacity of 1.5m^3/sec against 350 Pa pressure drop with a very high efficiency of 99.9% NaCl. As “FRANCE AIR FR EFI 12 GP” or equal and approved	No.	0		
F	Ditto but with a capacity of 1. 0m3/sec against 350 Pa	No.	0		
G	**Control Panel** A splash proof fan control panel complete with operational switches shall be installed in a room remote from the fan. It shall incorporate isolator, contactors, phase failure relay, and overheat safety controls and fuses and pilot lamps to enable operating conditions to be checked. The panel shall be cut of mild steel and anodized after manufacture. It shall include volt free contacts for on-off and audible signal connection to a central indicator panel.	No.	0		
H	**Electrical works** Allow for electrical works associated with the entire installation of the air conditioning system	Item	0		
I	**Silencer.** Silencer for axial fan systems, constructed from cold formed pre-galvanized steel sheet and absorbent material of acoustic grade resin bonded mineral fibre with erosion resistant facing and moisture resistant lining. Fitted to achieve 15dB noise reduction. Silencer as “WOODS” or equal and approved.	No.	0		
	Total carried forward to next Page				

Item	Description	Unit	Qty	Rate (Kshs)	Amount (Kshs)
	Total carried forward from previous page				
	Sterilization				
A	Allow for flushing out and sterilizing the whole system with chlorine to the satisfaction of the Project Engineer.	Item	0		
	Working Drawings				
B	Prepare and submit three sets of working drawings and isometric layout drawings to easily readable scale, A1 or A0 paper size format as follows: i) general arrangement drawings of all equipment, fan, cleaning system etc. ii) wiring (electrical & control) details iii) any other details as per specifications Drawings are to be submitted in soft copy (AutoCAD 2007 format) and hard copy to the Client, the Architect and the Engineer. The soft copies to be stored in CD and 4GB flash disk.	0	Item		
C	Printed catalogues, technical data sheet, manuals and as-built drawings both in hard copy and soft copy. The soft copy to be delivered in compact disc and 8GB flash disk.	0	Item		
	Sub-Total C/F to summary page				

COLLECTION PAGE FOR AIR HANDLING UNITS

Item	Description	Amount (Kshs)
2	Total carried forward from page HVAC-10	
	Total Air Handling Units Installation Works Carried to Summary Page	

SUMMARY PAGE		
Item	**Description**	**AMOUNT (KSHS)**
1	Total for Air Conditioning Units from collection	
	Total Mechanical Ventilation and Air Conditioning Installation Works Carried to Summary Page	

MAIN SUMMARY PAGE FOR MECHANICAL INSTALLATION WORKS

Item	Description	COST
1	Total For Plumbing & Drainage, Tanks and Fire Protection Installations…….……	
2	Total For Medical Gases Installations...…….……...…...…. ……..	
3	Total For Mechanical Ventilation and Air Conditioning Installations……..…..	
	Total Cost for Mechanical Installation Works Carried to GRAND SUMMARY	

GRAND SUMMARY

PROJECT: PROPOSED NEW NYAMACHE LEVEL 4 IN-PATIENT BLOCK

CLIENT: KISII COUNTY GOVERNMENT

LOCATION: KISII COUNTY

GRAND SUMMARY

BILL NO	BILL DESCRIPTION	FOR TENDERER'S USE ONLY	FOR OFFICIAL USE ONLY
1	PRELIMINARIES		
2	BUILDER'S WORK		
3	PRIME COST & PROVISIONAL SUMS		
4	ELECTRICAL WORKS		
5	MECHANICAL WORKS		
TOTAL CARRIED TO FORM OF TENDER (VAT INCLUSIVE)			

AMOUNT IN WORDS : KENYA SHILLINGS……

……

……CENTS ……

TENDERER'S NAME ……

ADDRESS ……

DATE ……

TENDERER'S SIGNATURE ……

WITNESS'S NAME

ADDRESS ……

DATE ……

WITNESS SIGNATURE ……

PROPOSED NYAMACHE LEVEL 4 HOSPITAL

IN-PATIENT BLOCK

DESIGN PROPOSAL

GENERAL NOTES

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Minimum150mm threshold plus fire door to garage where interleading with house.

DRAINAGE NOTES

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All soil pipes to be 100mm diameter glazed earthen ware or PVC drains and to have a minimum fall of 1:60. top of any drain to be at least 300mm below GL. Waste pipes to be 50mm internal diameter.

All waste fitting to have deep "P" resealed traps and to be fully accessible for repairs and cleaning.

All vent pipes to extend 900mm above roof level.

ASVP's to all WC's having more than one 200mm vertical discharge. all soil and waste fittings to be accessible along their entire length for maintenance and repairs. All drains are to be accessible at 24m centres by means of M.H's or cleaning eyes. a manhole to be provided within 1 200 of the stand boundary.

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PROJECT

PROPOSED NYAMACHE LEVEL 4 HOSPITAL

ARCHITECT

Department of Public Works
P.O Box 6 -40200, Kisii

SIGN:

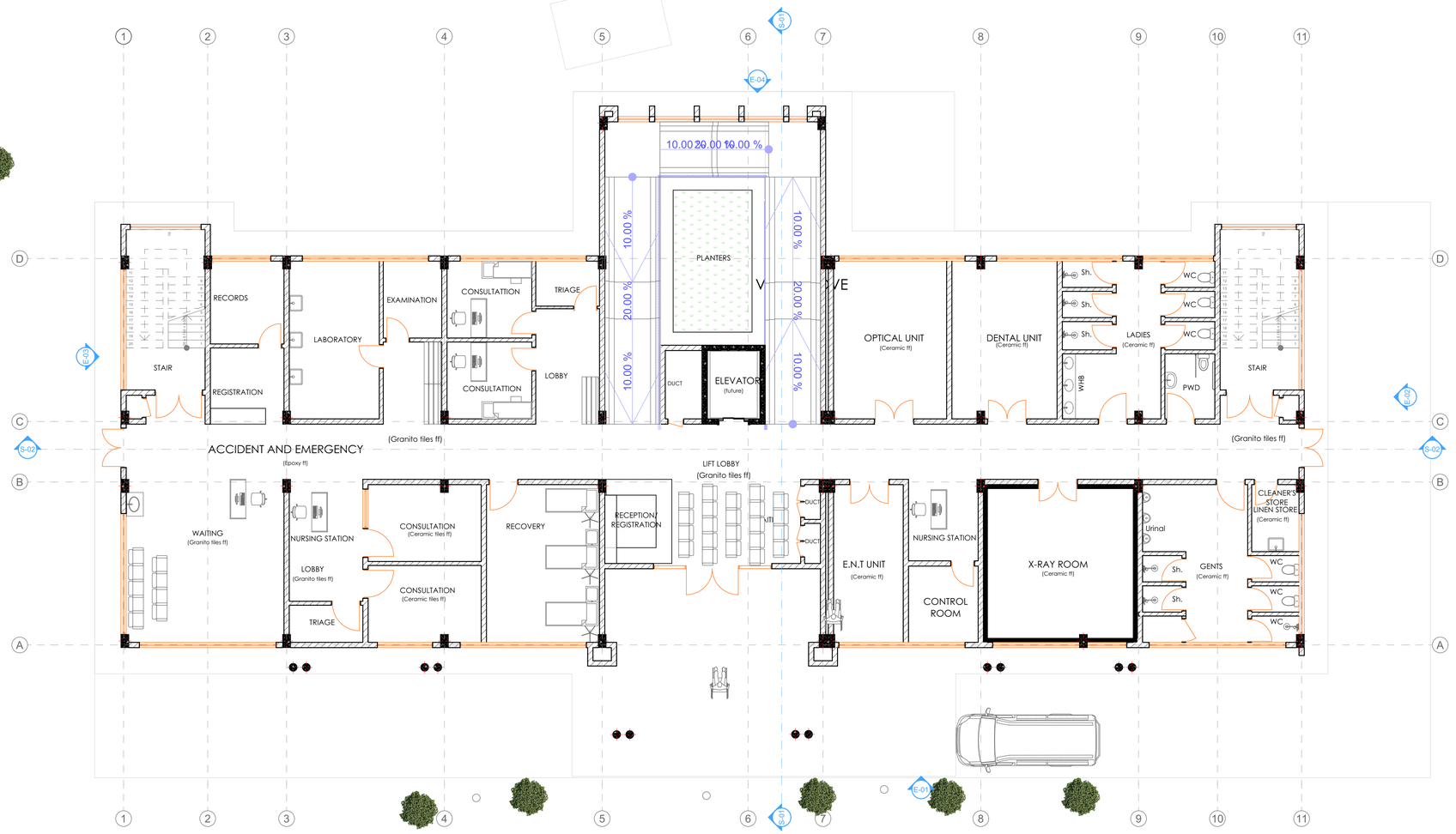
CLIENT

KISII COUNTY GOVERNMENT
P O Box 406 - 40200 , KISII

SIGN:

SHEET TITLE	SHEET
COVER PAGE	**01**

Ground floor plan



GROUND FLOOR PLAN LAYOUT

AREA = 670SQM

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PROJECT

PROPOSED
NYAMACHE
LEVEL 4
HOSPITAL

ARCHITECT

Department of Public Works
P.O Box 6 -40200, Kisii

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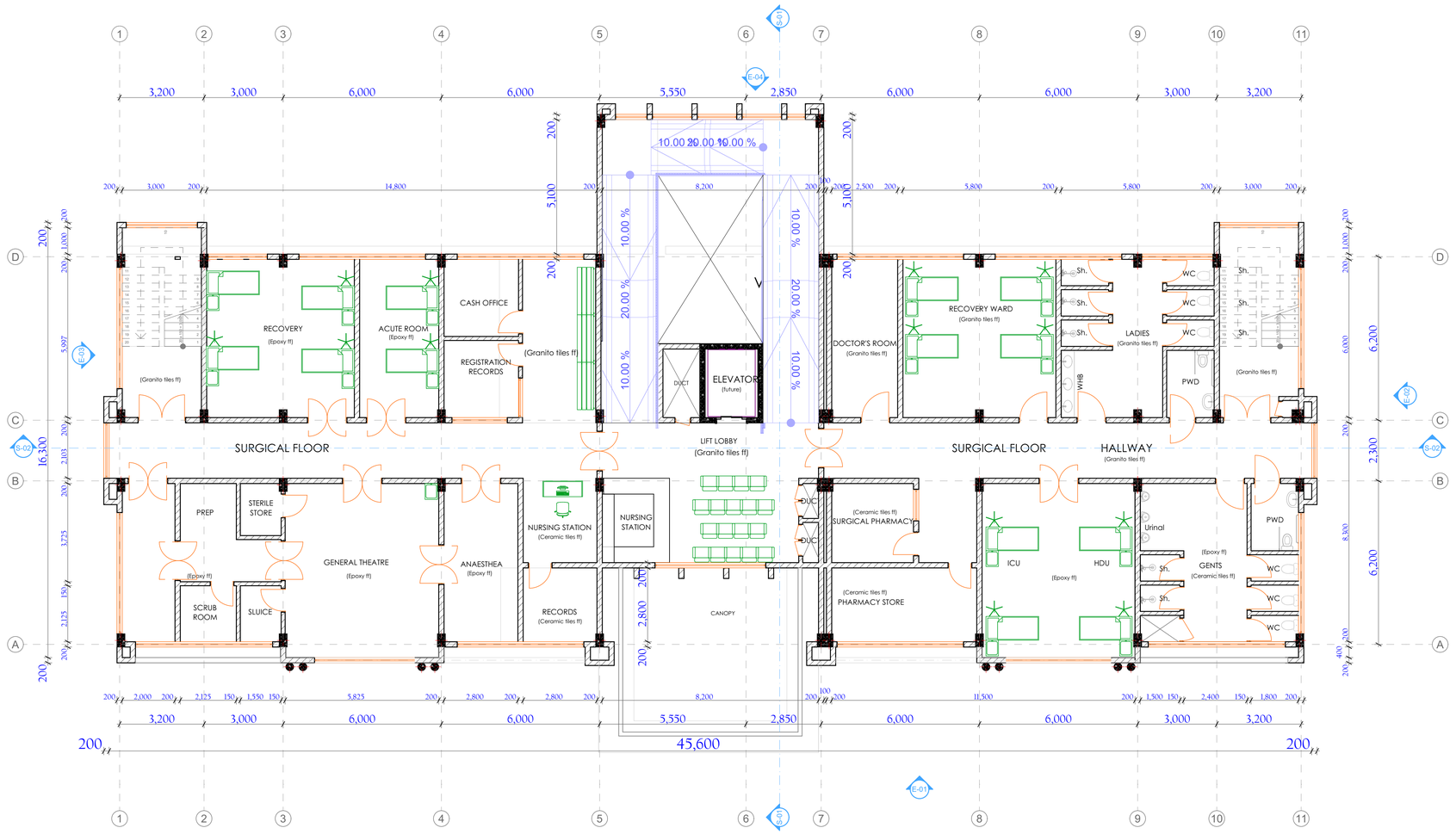
CLIENT

KISII COUNTY GOVERNMENT
P O Box 406 - 40200 , KISII

SIGN:

SHEET TITLE	SHEET
GROUND FLOOR	**03**

First floor plan



FIRST FLOOR PLAN LAYOUT

AREA = 660 SQM

1. Story (16) 1:100

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PROJECT

PROPOSED NYAMACHE LEVEL 4 HOSPITAL

ARCHITECT

Department of Public Works
P.O Box 6 -40200, Kisii

SIGN:

CLIENT

KISII COUNTY GOVERNMENT
P O Box 406 - 40200 , KISII

SIGN:

SHEET TITLE	SHEET
FIRST FLOOR	04

Second floor plan



SECOND FLOOR PLAN LAYOUT

AREA = 660 SQM

2. Story 1:100

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NYAMACHE
LEVEL 4
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ARCHITECT

Department of Public Works
P.O Box 6 -40200, Kisii

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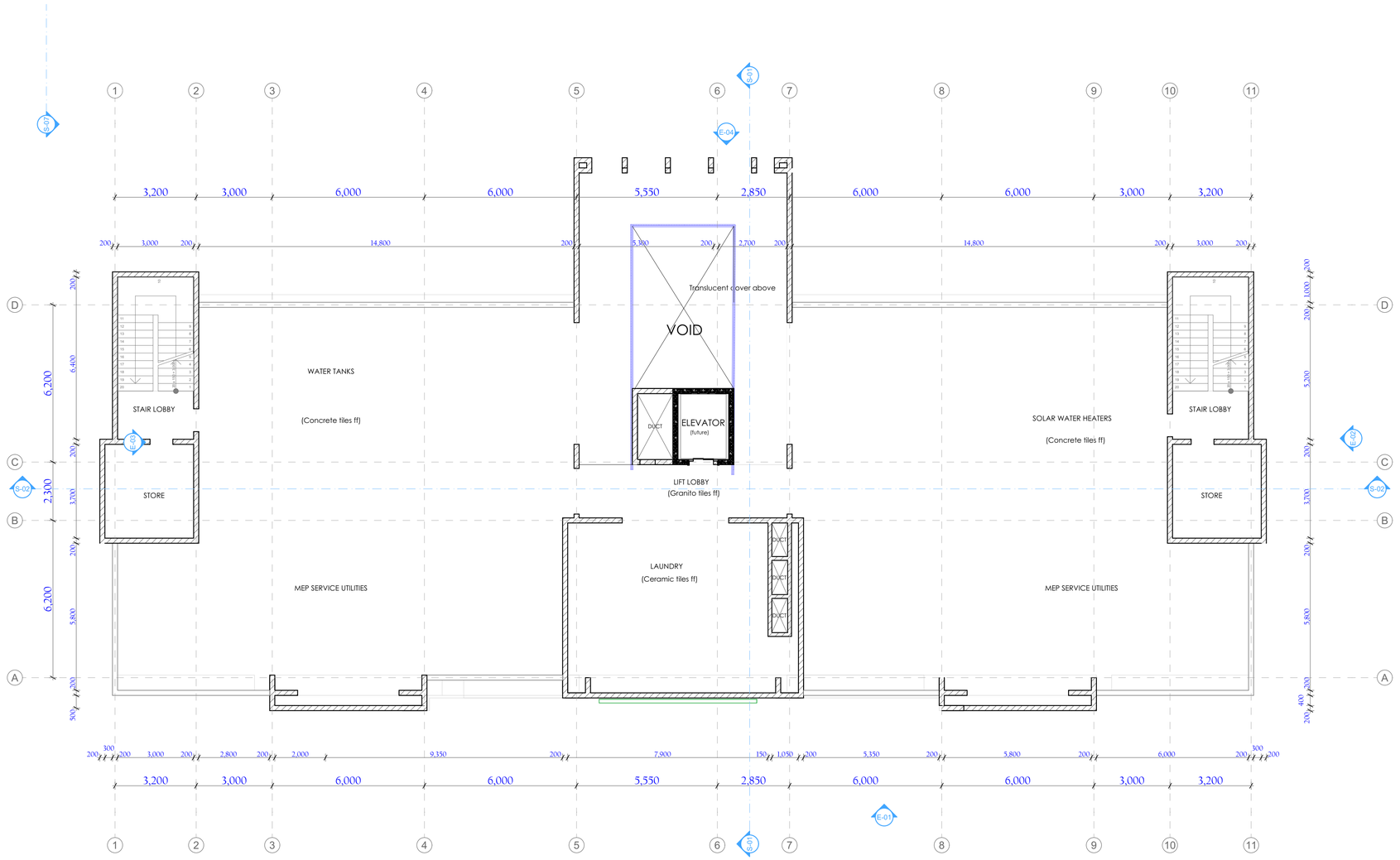
CLIENT

KISII COUNTY GOVERNMENT
P O Box 406 - 40200 , KISII

SIGN:

SHEET TITLE	SHEET
SECOND FLOOR	05

Roof plan



ROOF PLAN LAYOUT

Story (4)

1:100

AREA= 1035.2SQM

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PROJECT

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NYAMACHE
LEVEL 4
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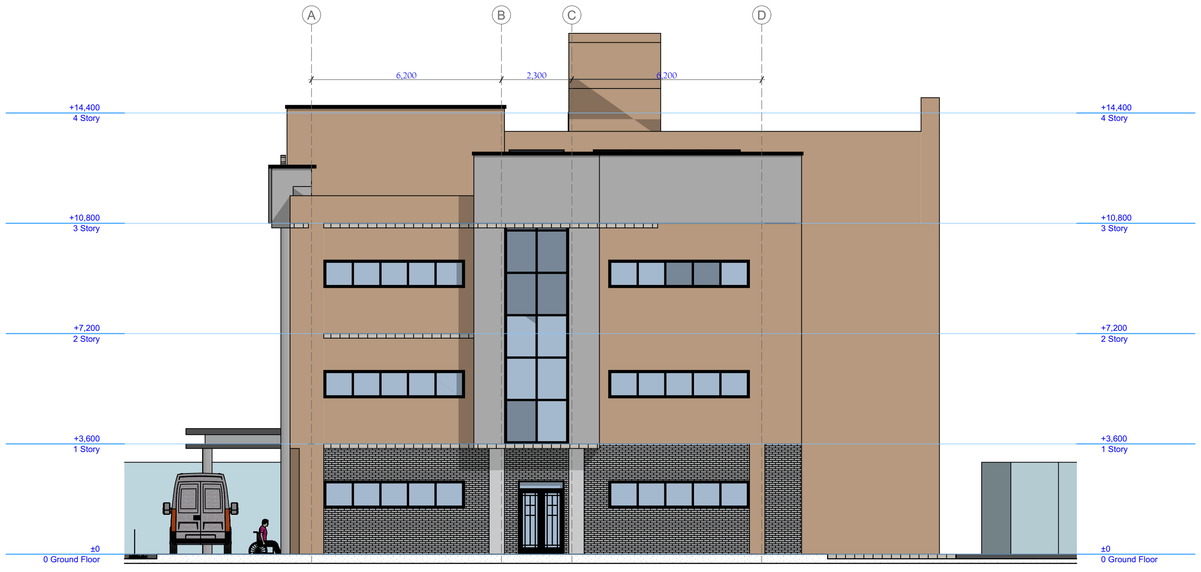
SIGN:

SHEET TITLE	SHEET
ROOF TERRACE	06

Elevations



E-01 Elevation 1:100



E-02 Elevation 1:100

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NYAMACHE
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ARCHITECT

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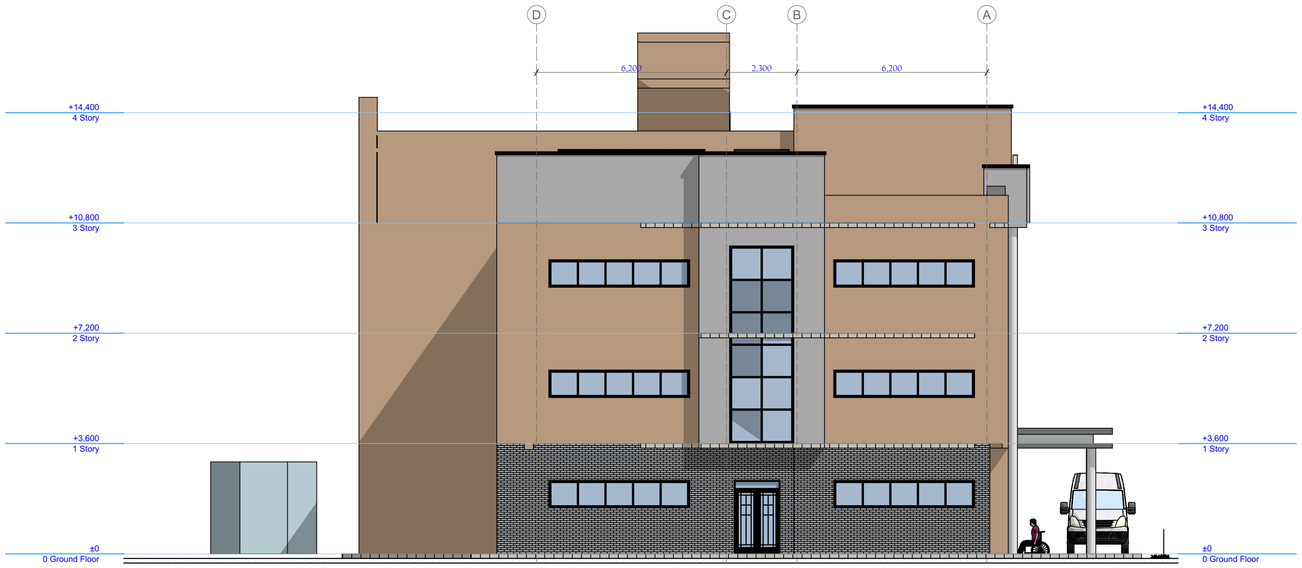
CLIENT

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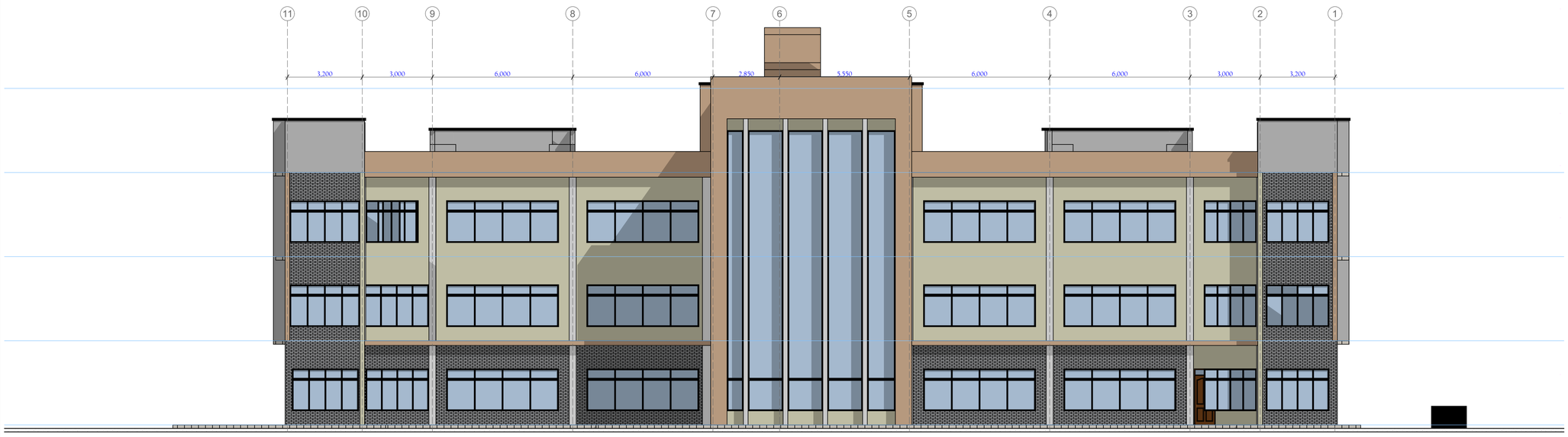
SIGN:

SHEET TITLE	SHEET
ELEVATION 1& 2	**07**

Elevations



E-03 Elevation 1:100



E-04 Elevation 1:100

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NYAMACHE
LEVEL 4
HOSPITAL

ARCHITECT

Department of Public Works
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SHEET TITLE

ELEVATION 3 & 4

SHEET

08