COUNTY GOVERNMENT OF KISII

DEPARTMENT OF EXECUTIVE OFFICE OF THE GOVEROR
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TENDER DOCUMENT FOR PROPOSED CONSTRUCTION OF GOVERNOR'S RESIDENCE

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DIRECTOR, SUPPLY CHAIN MANAGEMENT **COUNTY GOVERNMENT OF KISII** **P.O. BOX 4550-40200, KISII**	**CHIEF OFFICER,** **DEPARTMENT OF EXECUTIVE OFFICE OF THE GOVERNOR** **P.O. BOX 4550 - 40200, KISII**

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INVITATION TO TENDER

PROCURING ENTITY: COUNTY GOVERNMENT OF KISII

CONTRACT NAME AND DESCRIPTION: AS HEREIN INDICATED ABOVE

1. The County Government of Kisii invites sealed tenders for Proposed Construction Of Governor's Residence

2. Tendering will be conducted under open competitive method (National) using a standardized tender document. Tendering is open to all qualified and interested tenderers

3. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours at the Kisii procurement offices, Treasury Buildings, Block A, opposite Huduma centre Kisii town at the address given below:
P. O. Box4550-40200
KISII

4. Tender documents may be obtained electronically from the websites: www.kisii.go.ke or www.tenders.go.ke . Tender documents obtained electronically will be free of charge.

5. Tender documents may be viewed and downloaded for free from the websites: www.kisii.go.ke or www.tenders.go.ke

6. Tenders shall be quoted be in Kenya Shillings and shall include all taxes. Tenders shall remain valid for (140) days from the Date of opening of tenders.

7. All Tenders must be accompanied by a tender Security of 300,000 (three hundred thousand shillings only)

8. The Tenderer shall chronologically serialize all pages of the tender documents submitted.

9. Completed tenders must be **submitted electronically** on or before **Date and Time indicated on IFMIS.**

10. Tenders will be opened immediately after the deadline date and time specified above or any deadline date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below; **Kisii County Treasury Offices, Procurement Pool, Room No. 2**

11. Late tenders will be rejected.

12. The addresses referred to above are:

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

(1) Name of Procuring Entity-Kisii County Government

Tenders can be downloaded free of charge from the county website **www.kisii.go.ke and www.tenders.go.ke**

B. Address for Submission of Tenders.

1) Name of Procuring Entity - County Government of Kisii

2) Postal Address–P. O Box 4550 - 40200 Kisii

3) Treasury Building Block A, Opposite Kisii Huduma Centre

C. Address for Opening of Tenders.

1) Name of Procuring Entity. County Government of Kisii

Treasury Building Block A, Opposite Kisii Huduma Centre, **Procurement Pool, RoomNo.2**

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

Name DIRECTOR SUPPLY CHAIN MANAGEMENT, COUNTY GOVERNMENT OF KISII

PART 1 - TENDERING PROCEDURES

SECTION I: INSTRUCTIONS TO TENDERERS

A General Provisions

1. Scope of Tender

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

2. Fraud and Corruption

2.1 The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015, Section 62 "Declaration not to engage in corruption". The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.

2.2 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. Tothis effect, Tendersshall be required to complete and sign the "Certificate of Independent Tender Determination" annexed to the Form of Tender.

2.3 Unfair Competitive Advantage - Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, the Procuring Entity shall indicate in the **Data Sheet** and make available to all the firms together with this tender document all information that would in that respect give such firm any unfair competitive advantage over competing firms.

2.4 Unfair Competitive Advantage -Fairness and transparency in the tender process require that the Firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender being tendered for. The Procuring Entity shall indicate in the **TDS** firms (if any) that provided consulting services for the contract being tendered for. The Procuring Entity shall check whether the owners or controllers of the Tenderer are same as those that provided consulting services. The Procuring Entity shall, upon request, make available to any tenderer information that would give such firm unfair competitive advantage over competing firms.

3. Eligible Tenderers

3.1 ATenderer may be a firm that is a private entity, a state-owned enterprise or institution subject to ITT 3.7 or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. Public employees and their close relatives *(spouses, children, brothers, sisters and uncles and aunts)* are not eligible to participate in the tender. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the tendering process and, in the event the JV is awarded the Contract, during contract execution. The maximum number of JV members shall be specified in the **TDS.**

3.2 Public Officers of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse,their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.

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

a) Directly or indirectly controls, is controlled by or is under common control with another tenderer; or

b) Receives or has received any direct or indirect subsidy from another tenderer; or

c) Has the same legal representative as another tenderer; or

d) Has a relationship with another tenderer, directly or through common third parties, that puts it in a position

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

e) Any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender; or

f) any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as Engineer for the Contract implementation; or

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

h) Has a close business or family relationship with a professionalstaff of the Procuring Entity who:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Eligible Goods, Equipment, and Services

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

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

5. Tenderer's Responsibilities

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

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

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

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

B. Contentsof Tender Documents

6. Sectionsof Tender Document

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

PART 1 Tendering Procedures

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

PART 2 Works Requirements

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

PART 3 Conditions of Contract and Contract Forms

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

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

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

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

7. Site Visit

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

8. Pre-Tender Meeting

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

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

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

8.4 The Procuring Entityshallalso promptlypublish anonym zed (*nonames*) Minutes of the pre-Tendermeeting and the pre-arranged pretender visit of the site of the works at the web page identified in the **TDS**. Any modification to the Tender Documents that may become necessary as a result of the pre-tender meeting and the pre-arranged pretender site visit, shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT 8 and not through the minutes of the pre-Tender meeting. Nonattendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

9. Clarificationand amendments of Tender Documents

9.1 ATenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the **TDS** or raise its enquiries during the pre-Tender meeting and the pre-arranged pretender visit of the site of the works if provided for in accordance with ITT 8.4. The Procuring Entity

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

10. Amendmentof Tendering Document

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

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

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

C. Preparation of Tenders

11. Cost of Tendering

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

12. Language of Tender

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

13. Documents Comprising the Tender

13.1 The Tender shall comprise the following:

a) Form of Tenderprepared in accordance with ITT 14;
b) Schedules including priced Bill of Quantities, completed in accordance with ITT 14 and ITT 16;
c) Tender Security or Tender-Securing Declaration, in accordance with ITT 21.1;
d) Alternative Tender, if permissible, in accordance with ITT 15;
e) Authorization: written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 22.3;
f) Qualifications: documentary evidence in accordance with ITT 19establishing the Tenderer's qualifications to perform the Contract if its Tenderis accepted;
g) Conformity: a technical proposal in accordance with ITT 18;
h) Any other document required in the **TDS**.

13.2 In addition to the requirements under ITT 11.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender,

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

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

14. Form of Tenderand Schedules

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

15. Alternative Tenders

15.1 Unless otherwise specified in the **TDS**, alternative Tendersshall not be considered.

15.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the **TDS**, and the method of evaluating different alternative times for completion will be described in Section III, Evaluation and Qualification Criteria.

15.3 Except as provided under ITT 13.4 below, Tenderers wishing to offer technical alternatives to the requirements of the Tender Documents must first price the Procuring Entity's design as described in the Tender Documents and shall further provide all information necessary for a complete evaluation of the alternative by the Procuring Entity, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the Tenderer with the Winning Tender conforming to the basic technical requirements shall be considered by the Procuring Entity. When specified in the **TDS**, Tenderers are permitted to submit alternative technical solutions for specified parts of the Works, and such parts will be identified in the **TDS**, as will the method for their evaluating, and described in Section VII, Works' Requirements.

16. TenderPricesand Discounts

16.1 The prices and discounts (including any price reduction) quoted by the Tenderer in the Form of Tender and in the Bill of Quantities shall conform to the requirements specified below.

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

16.3 The price to be quoted in the Form of Tender, in accordance with ITT 14.1, shall be the total price of the Tender, including any discounts offered.

16.4 The Tenderer shall quote any discounts and the methodology for their application in the Form of Tender, in accordance with ITT 14.1.

16.5 It will be specified in the **TDS** if the rates and prices quoted by the Tenderer are or are not subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, except in cases where the contract is subject to fluctuations and adjustments, not fixed price. In such a case, the Tenderer shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data and the Procuring Entity may require the Tenderer to justify its proposed indices and weightings.

16.6 Where tenders are being invited for individual lots (contracts)or for any combination of lots (packages), tenderers wishing to offer discounts for the award of more than one Contract shall specify in their Tender the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITT 16.4, provided the Tenders for all lots (contracts) are opened at the same time.

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

17. Currencies of Tenderand Payment

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

18. Documents Comprising the Technical Proposal

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

19. Documents Establishing the Eligibility and Qualifications of the Tenderer

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

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

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

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

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

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

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

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

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

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

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

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

20. Period of Validityof Tenders

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

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

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

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

21. TenderSecurity

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

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

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

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

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

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

nonresponsive or a bidder declines to extend tender validity period.

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

21.6 The Tender Security may be forfeited or the Tender-Securing Declaration executed:

e) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer onthe Formof Tender, or any extension thereto provided by the Tenderer; or

f) if the successful Tenderer fails to:

i) sign the Contract in accordance with ITT 50; or

ii) furnish a Performance Security and if required in the **TDS**, and any other documents required in the **TDS**.

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

21.8 The Tender Security or the Tender-Securing Declaration of a JV shall be in the name of the JV that submits the Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of tendering, the Tender Security or the Tender-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITT 4.1 and ITT 11.2.

21.9 A tenderer shall not issue a tender security to guarantee itself.

22. Formatand Signing of Tender

22.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 13 and clearly mark it "ORIGINAL." Alternative Tenders, if permitted in accordance with ITT 15, shall be clearly marked "ALTERNATIVE." In addition, the Tenderer shall submit copies of the Tender, in the number specified in the **TDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

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

22.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified in the **TDS** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.

22.4 In case the Tenderer is a JV, the Tender shall be signed by an authorized representative of the JV on behalf of the JV, and to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.

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

D. Submission and Opening of Tenders

23. Sealingand Marking of Tenders

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

a) in an envelope or package or container marked "ORIGINAL", all documents comprising the Tender, as described in ITT 11; and

b) in an envelope or package or container marked "COPIES", all required copies of the Tender; and

c) if alternative Tendersare permitted in accordance with ITT 15, and if relevant:

i) in an envelope or package or container marked "ORIGINAL –ALTERNATIVE TENDER", the alternative Tender; and

ii) in the envelope or package or container marked "COPIES- ALTERNATIVE TENDER", all required copies of the alternative Tender.

The inner envelopes or packages or containers shall:

a) bear the name and address of the Procuring Entity.

b) bearthe name and addressof the Tenderer; and

c) bear the name and Reference number of the Tender.

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

24. Deadline for Submission of Tenders

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

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

25. Late Tenders

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

26. Withdrawal, Substitution, and Modification of Tenders

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

a) prepared and submitted in accordance with ITT 22 and ITT 23 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION;"and

b) received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 24.

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

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

27. Tender Opening

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

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

and is read out at Tender opening.

27.3 Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.

27.4 Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.

27.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Price, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security or Tender-Securing Declaration, if required; and any other details as the Procuring Entity may consider appropriate.

27.6 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further for evaluation. The Form of Tender and pages of the Bills of Quantities are to be initialed by the members of the tender opening committee attending the opening. The number of representatives of the Procuring Entity to sign shall be specified in the **TDS**.

27.7 At the Tender Opening, the Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 25.1).

27.8 The Procuring **Entity shall prepare minutes of the Tender Opening that shall include, as a minimum:**

a) thename of the Tenderer and whether there is a withdrawal, substitution, or modification;
b) the Tender Price, per lot (contract) if applicable, including any discounts;
c) any alternative Tenders;
d) thepresence or absence of a Tender Security, if one was required.
e) number of pages of each tender document submitted.

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

E. Evaluation and Comparison of Tenders

28. Confidentiality

28.1 Information relating to the evaluation of Tenders and recommendation of contract award shall not be disclosed to Tenderers or any other persons not officially concerned with the Tender process until information on Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 46.

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

28.3 Notwithstanding ITT 28.2, from the time of tender opening to the time of contract award, if a tenderer wishes to contact the Procuring Entity on any **matter related to the tendering process, it shall do so in writing.**

29. Clarificationof Tenders

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

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

30. Deviations, Reservations, and Omissions

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

a) "Deviation" is a departure from the requirements specified in the tender document;

b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tender document; and

c) "Omission" is the failure to submit part or all of the information or documentation required in the Tender document.

31. Determination of Responsiveness

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

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

a) affect in any substantial way the scope, quality, or performance of the Worksspecified in the Contract; or

b) limit in any substantial way, inconsistent with the tender document, the Procuring Entity's rights or the tenderer's obligations under the proposed contract; or

c) if rectified, would unfairly affect the competitive position of other tenderers presenting substantially responsive tenders.

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

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

32. Non-material Non-conformities

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

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

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

33. Arithmetical Errors

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

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

a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.

b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, and subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive. and

c) if there is a discrepancy between words and figures, the amount in words shall prevail

33.3 Tenderersshall be notifiedof any error detected in their bid during the notification of a ward.

34. Currency provisions

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

35. Margin of Preference and Reservations

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

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

36. Nominated Subcontractors

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

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

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

37. Evaluation of Tenders

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

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

a) priceadjustmentduetodiscountsofferedinaccordancewith ITT16;
b) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT39;
c) price adjustment due to quantifiable nonmaterial non-conformities in accordance with ITT 30.3; and
d) any additional evaluation factors specified **in the TDS** and Section III, Evaluation and Qualification Criteria.

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

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

38. Comparison of Tenders

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

39. Abnormally Low Tenders

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

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

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

40. Abnormally High Tenders

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

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

i) If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the tender depending on the Procuring Entity's budget considerations.

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

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

41. Unbalanced and/or Front-Loaded Tenders

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

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

a) accept the Tender; or

b) require that the total amount of the Performance Security be increased at the expense of the Tenderer to a level not exceeding a 30% of the Contract Price; or

c) agree on a payment mode that eliminates the inherent risk of the Procuring Entity paying too much for undelivered works;or

d) reject the Tender,

42. Qualificationsof the Tenderer

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

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

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

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

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

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

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

43. Best Evaluated Tender

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

a) Most responsive to the Tenderdocument; and
b) the lowest evaluated price.

44. Procuring Entity's Right toAcceptAny Tender, and to RejectAny or All Tenders.

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

F. Award of Contract

45. AwardCriteria

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

46. Noticeof Intention to enterinto a Contract

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

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

47. Standstill Period

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

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

48. Debriefing by the Procuring Entity

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

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

49. LetterofAward

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

50. Signing ofContract

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

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

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

51. Appointment of Adjudicator

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

52. Performance Security

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

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

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

53. Publication of Procurement Contract

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

a) name and address of the Procuring Entity;

b) name and reference number of the contract being awarded, a summary of its scope and the selection

method used;

c) thename of the successful Tenderer, the final total contract price, the contractduration.

d) dates of signature, commencement and completion of contract;

e) names of all Tenderers that submitted Tenders, and their Tenderprices as read out at Tenderopening.

54. Procurement Related Complaints and Administrative Review

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

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

Section II - Tender Data Sheet (TDS)

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

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
A. General	
ITT 1.1	The name of the contract is **Proposed Construction Of Governor's Residence** The reference number of the Contract is **2705885-2026/2027** The number and identification of lots(contracts) comprising this Tender are: 1
ITT 2.4	The Information made available on competing firms is as follows: Name, Tender Price as submitted, Evaluated Tender Price.
ITT 2.4	The firms that provided consulting services for the contract being tendered for are: N/A
ITT 3.1	Maximum number of members in the Joint Venture(JV) shall be: 2
B. Contents of Tender Document	
ITT 7.1	(i) The Tenderer will submit any request for clarifications in writing at the Address Head of Procurement Kisii County, P.O Box 4550-40200 Kisii to reach the Procuring Entity not later than **Date and Time indicated on IFMIS.** (ii) The Procuring Entity shall publish its response at the website www.kisii.go.ke
ITT 7.2	(A) A pre-arranged pretender site visit *shall be met on request from 26th November to 03rd December, 2026 - tenderers can make arrangement with the project manager by visiting Public Works offices for guidance.* (B) Pre-Tender meeting *shall be met on request – tenderers can make arrangement with the project manager by visiting Public Works offices for guidance*
ITT 7.3	The Tenderer will submit any questions in writing, to reach the Procuring Entity not later than **3 days before tender closing date**.
ITT 7.5	The Procuring Entity's website where Minutes of the pre-Tender meeting and the pre-arranged pretender will be published is www.kisii.go.ke
ITT 9.1	For Clarification of Tender purposes, for obtaining further information and for purchasing tender documents, the Procuring Entity's address is:
Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	(1) Name of Procuring Entity: County Government of Kisii (2) Physical address Treasury Building Block A (3) Postal Address P.O Box 4550-40200 Kisii (4) Insert name, telephone number and e-mail address of the officer to be contacted (where applicable). - Send email to procurement@kisii.go.ke /procurementsecreatariat@kisii.go.ke
C. Preparation of Tenders	
ITT11.1(h)	The Tenderer shall submit the following additional documents in its Tender: N/A

ITT13.1	Alternative Tenders: *N/A*
ITT13.2	Alternative times for completion ***shall not be*** permitted.
ITT13.3	The price to be quoted in the Form of Tender in accordance with ITT11.1 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**
ITT13.4	Alternative technical solutions shall be permitted for the following parts of the Works: N/A
ITT14.5	The prices quoted by the Tenderer shall be: FIXED
ITT15.2(a)	Foreign currency requirements **not allowed.**
ITT18.1	The Tender validity period shall be **140** days.
ITT19.1	Tenderers shall provide a Tender Security of: 1,000,000 (one million shillings only)
ITT20.1	In addition to the original of the Tender, the number of copies is: N/A
ITT20.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: N/A
D. Submission and Opening of Tenders	
ITT22.1	Date and time for submission of Tenders: **Date and Time indicated on IFMIS** Tenders shall be **submitted** electronically.
ITT25.1	The Tender opening shall take place at the **The Treasury Offices Block A** **Procurement Pool, RoomNo.2**
E. Evaluation, and Comparison of Tenders	
ITT30.3	The adjustment shall be based on the *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.
Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT33.2	A margin of preference shall not apply.
ITT33.4	The invitation to tender is extended to the following group that qualify for Reservations; N/A
ITT34.1	At this time, the Procuring Entity does not intend to execute certain specific parts of the Works by subcontractors selected in advance.
ITT34.2	Contractor's may propose subcontracting: Permissible but under express authority of the Procuring Entity
ITT34.3	The parts of the Works for which the Procuring Entity permits Tenderers to propose Specialized Subcontractors are designated as follows: N/A
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: N/A
ITT50.1	The procedures for making a Procurement-related Complaint are detailed in the "Notice of Intention to Award the Contract" herein and are also available from the PPRA Website www.ppra.go.ke or email complaints@ppra.go.ke.

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

1. General Provisions

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

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

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

Evaluation and contract award Criteria

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

2. Preliminary examination for Determination of Responsiveness

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

[The Procuring Entity will provide the preliminary evaluation criteria. To facilitate, a template may be attached or clearly described all information and list of documentation to be submitted by Tenderers to enable preliminary evaluationof the Tender]

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

criteria shall apply:

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

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

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

4. Multiple Contracts

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

OPTION 1

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

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

OPTION 2

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

5. Alternative Tenders(ITT 13.1)

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

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

6. Margin of Preference is not applicable

7. Post qualificationand Contract ward (ITT 39), more specifically,

a) In case the tender was subject to post-qualification, the contract shall be awarded to the lowest evaluated tenderer, subject to confirmation of pre-qualification data, if so required.

b) In case the tender was not subject to post-qualification, the tender that has been determined to be the lowest evaluated tenderer shall be considered for contract award, subject to meeting each of the following conditions.

i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance pay ment) sufficient to meet the construction cash flow of Kenya Shillings _____.

ii) Minimum average annual construction turnover of Kenya Shillings_____ *[insert amount]*, equivalent calculated as total certified payments received for contracts in progress and/or completed within the last_____*[insert of year]* years.

iii) At least_____(*insert number)* of contract(s) of a similar nature executed within Kenya, or the East African Community or abroad, that have been satisfactorily and substantially completed as a prime contractor, or joint venture member or sub-contractor each of minimum value Kenya shillings_____equivalent.

iv) Contractor's Representative and Key Personnel, which are specified as _____

v) Contractors key equipment listed on the table "Contractor's Equipment" below and more specificallylisted as *[specify requirementsforeachlotasapplicable]* _____

vi) Other conditions depending on their seriousness.

a) **History of non-performing contracts**:
Tenderer and each member of JV in case the Tenderer is a JV, shall demonstrate that Non-performance of a contract did not occur because of the default of the Tenderer, or the member of a JV in the last_____(*specify years*). The required information shall be furnished in the appropriate form.

b) **Pending Litigation**
Financial position and prospective long-term profitability of the Single Tenderer, and in the case the Tenderer is a JV, of each member of the JV, shall remain sound according to criteria established with respect to Financial Capability under Paragraph (i) above if all pending litigation will be resolved against the Tenderer. Tenderer shall provide information on pending litigations in the appropriate form.

c) Litigation History
There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last_____(*specify years*). All parties to the contract shall furnish the information in the appropriate form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the years specified. A consistent history of awards against the Tenderer or any member of a JVmay result in rejection of the tender.

8. QUALIFICATION FORM SUMMARY

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

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

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

Evaluation Criteria

1. Mandatory Requirements

Bidders must demonstrate that he has statutory and legal documents to enable him trade in the republic of Kenya – must meet the following requirements

i) Submit a copy of certified certificate of registration/incorporation

ii) Submit a copy of certified valid tax compliance certificate

iii) Submit a Current Certificate of Registration with National Construction Authority in the Categories below;

   a. NCA 6 and above Building Works together with valid NCA practicing license

   b. NCA 7 and above Electrical Works together with valid NCA practicing license

iv) Submit a copy of certified CR12 (issued within the last 6 months from the tender opening date) from registrar of companies. Must attach copies of certified National ID or passports for all Shareholders/Directors on CR12, (attach both sides of each ID or passport copy).The Commissioner for Oaths must also attach a valid practicing license.

v) Submit a Valid Business Permit

vi) Submit a Bid security of an amount of Kshs 300,000/= from a reputable bank registered by the central bank of Kenya valid for an additional 30 days beyond the tender validity period.

vii) Dully filled, signed and stamped Form of Tender

viii) Dully filled, signed and stamped Confidential Business Questionnaire

ix) Dully filled, signed and stamped Certificate of Independent Tender Determination

x) Dully filled, signed and stamped Self Declaration that the Person/Tenderer is not Debarred in the Matter of the Public Procurement and Asset Disposal Act 2015 (Revised 2022) – SD1.

xi) Dully filled, signed and stamped Self Declaration that the Person/Tenderer will not Engage in any Corrupt or Fraudulent Practice – SD2

xii) Dully filled, signed and stamped Declaration and Commitment to the Code of Ethics.

xiii) Duly filled, signed, and stamped Tender Securing Declaration Form where applicable.

xiv) submit a written Power of Attorney for the person(s) duly authorized to bid for the tender, certified by a Commissioner for Oaths.

xv) Certified SHA (Social Health Authority) Compliance Certificate.

xvi) Attach a certified and valid NSSF Compliance Certificate as proof of registration and compliance with the National Social Security Fund requirements.

xvii) Attach a certified and valid Work Injury Benefits Act (WIBA) Insurance Policy or certificate, providing coverage for all employees engaged in the project.

xviii) Attach a certified and valid DOSH (Directorate of Occupational Safety and Health Services) Certificate as evidence of compliance with occupational safety and health regulations under the Occupational Safety and Health Act.

xix) Bidders(s) should not mutilate the bid document issued by the procuring entity and shall ensure the document is sequentially Paginated/Serialized/ Numbered on each page including all the attachments in the order of 1, 2, 3…..

2. *Technical evaluation*

(1) Previous experience of the bidder in construction related Activities;

Bidder to demonstrate by attaching relevant supportive documents such as practical completion certificates,

certificate of making good defects for completed works of works of similar nature magnitude and complexity. Reference letters from previous clients' awards and contracts signed with clients.

(2) Technical staff to handle the works

A bidder must demonstrate that he has a suitably qualified contractor's representative and suitably (and in adequate numbers) key personnel together with their academic qualifications and work experience.

(3) Equipment schedule owned or lease agreement in the format provided in the tender forms

(4) Comprehensive works program (elaborate taking into account the following

(i) Contract duration of the duration should be in weeks i.e 1-24 weeks from the commencement date, in addition, the WBS should be detailed to identify key activities and particularly the activities on critical path

(ii) Project scope and all activities.

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

Item	parameter	Max Score
1	Presentation of Bid document	2
2	Past relevant work experience	20
3	Technical staff with relevant training in Civil Engineering and relevant fields specific to the project	20
4	Attach the organization structure of your firm signed, dated and stamped by company director	10
5	Equipment holding	10
6	Audited Financial Report for the last 3 years (to show financial soundness of prospective bidders and long term profitability of the firm)	8
7	Work programme and projected cash flow	10
8	Work methodology and safety management	10
9	Evidence of Financial Resources (to demonstrate capacity for immediate execution of the works)	8
10	Litigation History	2

Item	Description	Weighting score	Max Score
1	Presentation of Bid document	Includes binding the documents (where applicable) , neat presentation, separation and arrangement of requested information and general response to all requirements	2
2	Past relevant work experience	Attach at least four (4) certificates of completion of building works in the previous 5 (five) years. *(5 marks for every certificate attached)*	20
3	Technical staff with relevant training in Civil Engineering relevant fields specific to the project	**Attach academic certificates and their curriculum vitae in addition to Relevant degrees with relevant 2 years' experience Or Diploma with relevant 5 years' experience** ✓ Project manager Over 10 years (4mks) ✓ Architect Over 5 years (2mks) ✓ Electrical Engineer EPRA certification(2MKS) ✓ Mechanical Engineer building services (2mks) ✓ Safety Officer (2mks) **certificate holder of key personnel in relevant Field (Building) Masonry with over 3 years working experience and NCA accredited tradesmen** ✓ Project Foremen (4 mks) ✓ Masonry (2 mks) ✓ Steel fixing (2 mks)	20
4	Attach the organization structure of your firm signed, dated and stamped by company director	✓ 10 marks for the attached certified organization structure ✓ Zero mark if the structure is not certified or attached *(The organization structure is essential in communication and coordination in the latter stages of project implementation)*	10

5	Equipment holding	Indicate a minimum of 5 (five) core plant and equipment considered by the company to be required for undertaking the project together with proof of ownership (Log book) or authorized letter of hiring from ministry of transport *(It has been left to the discretion of bidders to propose 5 equipment they deem suitable to effectively execute the works)* (2 marks for each equipment)	10
6	Audited Financial Report for the last 3 years (to show financial soundness of prospective bidders and long term profitability of the firm)	✓ Audited financial report (last three (3) years) i.e. , 2022-2023, 2023-2024, 2024-2025 (6marks) ✓ Average Annual Turn-over equal to or greater than the annual Expected Turnover of the project (2 marks) N/B Attach ICPAK certificate from a registered auditor (0 overall marks if not attached)	8
7	Work programme and projected cash flow	Submit a signed work programme chart and cash flow estimate	10
8	Work methodology and safety management	Provide detailed method statement on how to carry out the intended works and safety methodology	10
9	Evidence of Financial Resources (to demonstrate capacity for immediate execution of the works)	✓ Has attached certified current bank statement for the last six months - 5 marks ✓ Has attached a letter from bank showing credit worthiness - 3 marks	8
10	Litigation History	Submit a signed, stamped, and dated affidavit declaring whether the bidder has had, is currently involved in, or has not been involved in any construction related litigation within the last five (5) years. ✓ ... Duly Filled - 2 marks ✓ Not filled – 0 mark	2
	TOTALS		100

(Attach clear legible copies for ease of reference). Marks shall be awarded as indicated against each requirement. Note that a bidder must score at least 70% total marks to qualify for financial evaluation Stage III:

Post-qualification

Before award due diligence shall be conducted to verify the qualifications of the tenderer.

Financial Stage

The evaluation shall be in three stages as follows;

i. Determination of Arithmetic errors

ii. Comparison of Rates; and

iii. Checking of Consistency of the Rates.

Determination of Arithmetic Errors

Tenders will be checked to determine if there are any arithmetic errors. If there will be a discrepancy between the amount in figures and the amount in words, the amount in words shall prevail.

If there will be a discrepancy between the amount in the Form of Tender and the Amount in the Bill of Quantities, the amount in the Form of Tender Shall Prevail.

Subject to Section 79(2)(b) the Public Procurement and Asset Disposal Act 2015, and in line with Regulation 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, and subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive.

Comparison of rates

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

Consistency of the Rates

The evaluation committee will compare the consistency of rates for similar items and note all inconsistencies of the rates for similar items. 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. The bidder with lowest evaluated price will be awarded the tender in line with Section86 (a) of the Public **Procurement** and Asset Disposal Act,2015(Revised Edition,2022)
2. The Procuring Entity may inspect the premises to seek further clarification/confirmation, if necessary, to confirm authenticity/compliance of any condition of the tender /qualifications of the tenderer in line with Section 83 of the Public Procurement and Asset Disposal Act, 2015 (Revised Edition, 2022)

QUALIFICATION FORMS

1. FORMEQU: EQUIPMENT

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

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment o Owned o Rented o Leased o Specially manufactured	

Omit the following information for equipment owned by the Tenderer.

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

2. FORM PER -1

Contractor's Representative and Key Personnel Schedule

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

Contractor' Representative and Key Personnel

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

3. FORM PER-2:

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

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

Name of Tenderer

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

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

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

Declaration

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

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

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

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

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

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

Signature: _____

Date: (day month year): _____Countersignature

of authorized representative of the Tenderer:

Signature:_____Date:(day month

year):_____

4. TENDERER'S QUALIFICATIONWITHOUTPRE-QUALIFICATION

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

4.1 FORM ELI -1.1

Tenderer Information Form

Date: _____

ITT No. and title: _____

Tenderer's name
In case of Joint Venture (JV), nameofeachmember:
Tenderer'sactual or intended country of registration: *[indicate country of Constitution]*
Tenderer'sactual or intended year of incorporation:
Tenderer's legal address [in country of registration]:
Tenderer's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address:
1. Attached are copies of original documents of ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 3.6 ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 3.5 ☐ In case of state-owned enterprise or institution, in accordance with ITT 3.8, documents establishing: • Legal and financial autonomy • Operation under commercial law • Establishing that the Tenderer is not under the supervision of the Procuring Entity 2. Included are the organizational chart and a list of Board of Directors.

4.2 FORM ELI -1.2

Tenderer's JV Information Form
(to be completed for each member of Tenderer's JV)
Date: _____

ITT No. and title: _____

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

4.3 FORM CON – 2

Historical Contract Non-Performance, Pending Litigation and Litigation History

Tenderer's Name: _____
Date: _____
JV Member's Name_____
ITT No. and title: _____

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
☐ Contract non-performance did not occur since 1st January *[insert year]* specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1. ☐ Contract(s) not performed since 1st January *[insert year]* specified in Section III, Evaluation and Qualification Criteria, requirement 2.1			
Year	**Non-performed portion of contract**	**Contract Identification**	**Total Contract Amount (current value, currency, exchange rate and Kenya Shilling equivalent)**
[insert year]	*[insert amount and percentage]*	Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Procuring Entity: *[insert full name]* Address of Procuring Entity: *[insert street/city/country]* Reason(s) for nonperformance: *[indicate main reason(s)]*	*[insert amount]*
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			
☐ No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3. ☐ Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below.			

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

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

4.4 FORM FIN – 3.1:

Financial Situation and Performance

Tenderer's Name: _____
Date: _____
JV Member's Name_____
ITT No. and title: _____

4.4.1. Financial Data

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

Typeof Financialinformation in_____ (currency)	Historic information for previous _____*years,* (amountincurrency, currency, exchange rate*, USD equivalent)				
	Year 1	**Year 2**	**Year 3**	**Year 4**	**Year 5**
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

*Refer to ITT 15 for the exchange rate

4.4.2 Sources of Finance

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

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

4.4.3 Financial documents

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

(a) reflect the financial situation of the Tenderer or in case of JV member, and not an affiliated entity (such as parent company or group member).

(b) be independently audited or certified in accordance with local legislation.

(c) be complete, including all notes to the financial statements.

(d) correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements[1] for the _____years required above; and complying with the requirements

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

4.5 FORM FIN – 3.2:

Average Annual Construction Turnover

Tenderer's Name: _____
Date: _____
JV Member's Name_____
ITT No. and title: _____

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

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

4.6 FORM FIN – 3.3:

Financial Resources

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

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

FORM FIN – 3.4:

Current Contract Commitments / Works in Progress

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

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

4.7 FORM EXP - 4.1

General Construction Experience

Tenderer's Name: _____
Date: _____
JV Member's Name_____
ITT No. and title: _____

Page _____of _____pages

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

4.8 FORM EXP - 4.2 (a)

Specific Construction and Contract Management Experience

Tenderer's Name: _____
Date: _____
JV Member's Name_____
ITT No. and title: _____

Similar Contract No.	**Information**			
Contract Identification				
Awarddate				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Sub-contractor ☐
TotalContractAmount			**Kenya Shilling**	
If member in a JV or sub-contractor, specify participation in total Contract amount				
Procuring Entity's Name:				
Address: Telephone/fax number E-mail:				

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

Specific Construction and Contract Management Experience (cont.)

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

4.10 FORM EXP - 4.2(b)

Construction Experience in Key Activities

Tenderer's Name: _____
Date: _____
Tenderer's JV Member Name: _____
Sub-contractor's Name[2] (as per ITT 34): _____
ITT No. and title: _____

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

1. Key Activity No One: _

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

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

2. Activity No. Two
3. ……

OTHER FORMS

5. FORM OF TENDER
(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)

INSTRUCTIONS TO TENDERERS

i) All italicized text is to help the Tenderer in preparing this form.

ii) The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address. Tenderers are reminded that this is a mandatory requirement.

iii) Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION FORMS OF THE TENDERER as listed under (s) below.

Date of this Tender submission:.....*[insert date (as day, month and year) of Tender submission]* **Tender Name and Identification**:.....*[insert identification]* **Alternative No.**:.....*[insert identification No if this is a Tender for an alternative]*

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

Dear Sirs,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities for the execution of the above named Works, we, the undersigned offer to construct and complete the Works and remedy any defects therein for the sum of Kenya Shillings [*[Amount in figures]*_____Kenya Shillings *[amountinwords]*_____***(amount shall be inclusive of PPRA capacity building levy of 0.03%)***.

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

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

2. Weundertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Project Manager's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Special Conditions of Contract.

3. Weagree to adhere by this tender until_____*[Insert date],* and it shall remain binding upon us and may be accepted at any time before that date.

4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us. We further understand that you are not bound to accept the lowest or any tender you may receive.

5. We, the undersigned, further declare that:
   i) *No reservations:* We have examined and have no reservations to the tender document, including Addenda issued in accordance with ITT 28;
   ii) *Eligibility:* We meet the eligibility requirements and have no conflict of interest in accordance with ITT 3 and4;
   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 theoptionsbelow asappropriate]*

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 variousamounts and the respective currencies*];

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

viii) The discountsoffered are: [*Specify indetail eachdiscountoffered.*]

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

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

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

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

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

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

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

Name of Recipient	Address	Reason	Amount

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

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

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

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

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

xx) We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copyavailable from_____(*specify website*) during the procurement process and the execution of any resulting contract.

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

xxii) We, the Tenderer, have duly completed, signed and stamped the following Forms as part of our Tender:
- a) Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in any conflict to interest.
- b) Certificate of Independent Tender Determination – to declare that we completed the tender without colluding with other tenderers.
- c) Self-Declaration of the Tenderer – to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
- d) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal

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

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

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

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

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

Date signed [*insert dateof signing*] dayof [*insertmonth*], [*insert year*]

Date signed_____day of_____, _____

Notes
** In the case of the Tender submitted by joint venture specify the name of the Joint Venture as Tenderer*
*** Person signing the Tender shall have the power of attorney given by the Tenderer to be attached with the Tender.*

A. TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE

Instruction to Tenderer

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

(a) **Tenderer'sdetails**

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

General and Specific Details

b) Sole Proprietor, provide the following details.

Name in full_____Age_____ Nationality _____Country of Origin_____ Citizenship _____

c) Partnership, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

d) Registered Company, provide the following details.

i) Private or public Company_____

ii) State the nominal and issued capital of the Company_____

Nominal Kenya Shillings (Equivalent).....Issued

Kenya Shillings (Equivalent).....

iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

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

i) Are there any person/persons in..... (*Name of Procuring Entity)* who has/have an interest or relationship in this firm? Yes/No……

If yes, provide details as follows.

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

ii) Conflict of interest disclosure

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly controls, is controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tender has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		

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

f) Certification

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

Full Name_____Titleor

Designation_____

_____ _____

(Signature) *(Date)*

B. CERTIFICATEOF INDEPENDENTTENDERDETERMINATION

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

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

1. I have read and I understand the contents of this Certificate;

2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;

3. I am theauthorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;

4. For the purposes of this Certificate and the Tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
   a) has been requested to submit a Tenderin response to this request for tenders;
   b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities orexperience;

5. The Tendererdiscloses that [check one of the following, as applicable:
   a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
   b) the Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;

6. In particular, without limiting the generality of paragraphs (5)(a) or (5)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   a) prices;
   b) methods, factors or formulas used to calculate prices;
   c) the intention or decision to submit, or not to submit, a tender; or
   d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5)(b) above;

7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;

8. the terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5)(b) above.

Name_____Title___Date _____

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

C. SELF - DECLARATION FORMS

FORM SD1

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENTAND ASSET DISPOSALACT 2015.

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

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of ….....*(insert name of the Company)* who is a Bidder in respect of Tender No. …….. for ……. *(insert tender title/description)* for.....*(insert name of the Procuring entity)* and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of theAct.

3. THATwhat is deponed to herein above is true to the best of my knowledge, information and belief.

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

Bidder Official Stamp

FORM SD2

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

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

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of..... *(insert name of the Company)* who is a Bidder in respect of Tender No..... for …….. *(insert tender title/description)* for..... *(insert name of the Procuringentity)* and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of..... *(insert name of the Procuring entity)* which is the procuring entity.

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

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender

5. THATwhat is deponed to herein above is true to the best of my knowledge information and belief.

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

Bidder's Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

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

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

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

Position…….....……..…….....

Office address……. Telephone…….....……

E-mail…….....….....…

Name of the Firm/Company…….....……

Date.....(Company Seal/ Rubber

Stamp where applicable)

Witness

Name ……..... Sign.....

Date……

D. APPENDIX 1- FRAUDAND CORRUPTION

(Appendix 1 shall not be modified)

1. Purpose

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

3. Requirements

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

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

1) a person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
2) A person referred to under subsection (1) who contravenes the provisions of that sub-section commits an offence;
3) Withoutlimiting the generality of the subsection(1) and (2), the person shall be: -
   a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
   b) if a contracthas already been entered into with the person, the contract shall be voidable;
4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
5) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement: -
   a) shall not take part in the procurement proceedings;
   b) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and

c) shall not be a subcontractor for the bidder to whom was awarded contract, or a member of the group of bidders to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of thisAct.

6) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;
7) If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5)(a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. Etc.

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

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

iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

v) "obstructive practice" is:

- deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
- acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3 e. below.

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

"fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.

c) Rejects a proposal for award[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) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or recommend to appropriate authority (ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;

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

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

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

Beneficiary:_____

Request forTenders No:

_____

Date:_____

TENDER GUARANTEE No.:_____

Guarantor: _____

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

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

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

(a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender (“the Tender Validity Period”), or any extension thereto provided by the Applicant; or

b) having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension there to provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.

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

5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above onor before that date.

_____

[signature(s)]

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

FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]

TENDER GUARANTEE No.: _____

1. Whereas …… [*Name of the tenderer]* (hereinafter called "the tenderer") has submitted its tender dated …… [*Date of submission of tender]* for the …… *[Name and/or description of the tender]* (hereinafter called "the Tender") for the execution of_under Request for Tenders No._____("the ITT").

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

   Sealed with the Common Seal of the said Guarantor this ___day of _____20 __.

3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Applicant:

   a) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Principal; or

   b) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers ("ITT") of the Procuring Entity's Tendering document.

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

4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii)twenty-eight days after the end of the Tender Validity Period.

5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[Date]	*[Signature of the Guarantor]*
[Witness]	*[Seal]*

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

TENDER-SECURING DECLARATION FORM

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

Date..... *[insert date (as day, month and year) of Tender Submission]*
Tender No..... *[insert number of tendering process]*
To:..... *[insertcompletenameofPurchaser]* I/We, theundersigned, declare that:

1. I/Weunderstandthat, according to your conditions, bids must be supported by a Tender-Securing Declaration.

2. I/We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser for the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation(s) under the bid conditions, because we – (a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.

3. I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer(s), upon the earlier of:
   a) our receipt of a copy of your notification of thename of the successful Tenderer; or
   b) thirty days after the expiration of our Tender.

4. I/We understand that if I am/we are/in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed..... Capacity / title (director

or partner or sole proprietor, etc.) …….…….....…….

Name.....Duly authorized to sign

thebid for andon behalfof: *[insert completename of Tenderer]*

Datedon ……. day of..... *[Insert dateof signing]* Seal or stamp

Appendix to Tender

Schedule of Currency requirements

Summary of currencies of the Tender for_____*[insert name of Section of the Works]*

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

PART II - WORK REQUIREMENTS

THE DRAWINGS, WHERE AVAILABLE, ARE ATTACHED AT THE TAIL END OF THIS TENDER DOCUMENT

THE SPECIFICATIONS, WHERE AVAILABLE, ARE ATTACHED AT THE TAIL END OF THIS TENDER DOCUMENT

THE BILLS OF QUANTITIES ARE ATTACHED AT THE TAIL END OF THIS TENDER DOCUMENT

PART III - CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION VIII - GENERAL CONDITIONS OF CONTRACT

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

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

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

General Conditions of Contract

A. General

1. Definitions

1.1 Bold face type is used to identify defined terms.

a) **The Accepted Contract** Amount means the amount accepted in the Letter of Acceptance for the execution and completion of the Worksand the remedying of any defects.

b) **The Activity Schedule** is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variationsand Compensation Events.

c) **The Adjudicator** is the person appointed jointly by the Procuring Entity and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.

d) **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.

e) **Compensation Events** are those defined in GCC Clause 42 hereunder.

f) **The Completion Date** is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 53.1.

g) **The Contract** is the Contract between the Procuring Entity and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below.

h) **The Contractor** is the party whose Bid to carry out the Workshas been accepted by the Procuring Entity.

i) **The Contractor's Bid** is the completed bidding document submitted by the Contractor to the Procuring Entity.

j) **The Contract Price** is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.

k) **Days** are calendar days; months are calendar months.

l) **Day work**s are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.

m) **ADefect** isany part of the Worksnot completed in accordancewith the Contract.

n) **The Defects** Liability Certificate is the certificate issued by Project Manager upon correction of defects by the Contractor.

o) **The Defects Liability Period** is the period **named in the SCC** pursuant to Sub-Clause 34.1 and calculated from the Completion Date.

p) **Drawings** means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Procuring Entity in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.

q) **The Procuring Entity** is the party who employs the Contractor to carry out the Works, **as specified in the SCC,** who is also the Procuring Entity.

r) **Equipmen**t is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

s) **"In writing" or "written"** means hand-written, type-written, printed or electronically made, and resulting in a permanent record;

t) The Initial Contract Price is the Contract Price listed in the Procuring Entity's Letter of Acceptance.

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

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

w) **Plant i**s any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.

x) **The Project Manager** is the person **named in the SCC** (or any other competent person appointed by the Procuring Entity and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Worksand administering the Contract.

y) **SCC** means Special Conditions of Contract.

z) **The Site** is the area of the works as **defined as such in the SCC**.

aa) **Site Investigation Reports** are those that were included in the bidding document and are factual and interpretative reports about the surface and subsurface conditions at the Site.

ab) **Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.

ac) **The Start Date** is **given in the SCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.

ad) **ASubcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.

ae) **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.

af) **A Variation** is an instruction given by the Project Manager which varies the Works.

ag) **The Works** are what the Contract requires the Contractor to construct, install, and turn over to the Procuring Entity, **as defined in the SCC**.

2. Interpretation

2.1 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.

2.2 If sectional completion is specified in the SCC, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

2.3 The documents forming the Contract shall be interpreted in the following order of priority:

a) Agreement,
b) Letter of Acceptance,
c) Contractor's Bid,
d) Special Conditions of Contract,
e) General Conditions of Contract, including Appendices,
f) Specifications,
g) Drawings,
h) Bill of Quantities[6], and
i) any other document **listed in the SCC** as forming part of the Contract.

[6] *In lump sum contracts, delete "Bill of Quantities" and replace with "Activity Schedule."*

3. Language andLaw

3.1 The language of the Contract is English Language and the law governing the Contract are the Laws of Kenya.

3.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Procuring Entity's Country when

a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country; or

b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

4. Project Manager's Decisions

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

5. Delegation

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

6. Communications

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

7. Subcontracting

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

8. Other Contractors

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

9. Personnel andEquipment

9.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.

9.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

9.3 If the Procuring Entity, Project Manager or Contractor determines, that any employee of the Contractor be determined to have engaged in Fraud and Corruption during the execution of the Works, then that employee shall be removed in accordance with Clause 9.2 above.

10. Procuring Entity's and Contractor's Risks

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

11. Procuring Entity's Risks

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

a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to

i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Worksor

ii) negligence, breach of statutory duty, or interference with any legal right by the Procuring Entity or by any person employed by or contracted to himexcept the Contractor.

b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Procuring Entity or in the Procuring Entity's design, or due to war or radioactive contaminationdirectly affecting the country where the Worksare to be executed.

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

aa) a Defect which existed on the Completion Date,

ab) an event occurring before the Completion Date, which was not itself a Procuring Entity's risk, or

ac) the activities of the Contractor on the Site after the Completion Date.

12. Contractor's Risks

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

13. Insurance

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

a) loss of or damage to the Works, Plant, and Materials;

b) loss of or damage to Equipment;

c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and

d) personal injury or death.

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

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

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

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

14. Site Data

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

15. Contractorto Construct the Works

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

16. The Worksto Be Completed by the Intended Completion Date

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

17. Approvalby the Project Manager

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

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

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

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

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

18. Safety

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

19. Discoveries

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

20. Possession of the Site

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

21. Access to the Site

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

22. Instructions, Inspections andAudits

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

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

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

23. Appointment of theAdjudicator

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

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

24. Settlementof Claims and Disputes

24.1 Contractor's Claims

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

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

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

24.1.4 The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Project Manager. Without admitting the Procuring Entity's liability, the Project Manager may, after receiving any notice under this Sub-Clause, monitor the record- keeping and/or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Project Manager to inspect all these records, and shall (if instructed) submit copies to the Project Manager.

24.1.5 Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Project Manager, the Contractor shall send to the Project Manager a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:

a) this fully detailed claim shall be considered as interim;
b) the Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed, and such further particulars as the Project Manager may reasonably require; and
c) the Contractor shall send a final claim within 30 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Project Manager.

24.1.6 Within 42 days after receiving a Notice of a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Project Manager and approved by the Contractor, the Project Manager shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within the above defined time period.

24.1.7 Within the above defined period of 42 days, the Project Manager shall proceed in accordance with Sub-Clause

24.1.8 [Determinations] to agree or determine (i) the extension (if any) of the Time for Completion (before or

after its expiry) in accordance with Sub-Clause 8.4 [Extension of Time for Completion

24.1.9], and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.

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

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

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

242 Amicable Settlement

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

243 Matters that may be referredto arbitration

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

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

244 Arbitration

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

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

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

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

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

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

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

24.4.8 Arbitration may be commenced prior to or after completion of the Works. The obligations of the Parties, and

the Project Manager shall not be altered by reason of any arbitration being conducted during the progress of the Works.

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

24.5 Arbitration with National Contractors

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

i) ArchitecturalAssociation of Kenya
ii) Institute of Quantity Surveyors of Kenya
iii) Associationof Consulting Engineers of Kenya
iv) Chartered Institute ofArbitrators (Kenya Branch)
v) Institution of Engineers of Kenya

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

24.6 AlternativeArbitration Proceedings

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

24.7 Failure to Comply withArbitrator's Decision

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

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

24.8 Contract operations to continue

24.8.1 Notwithstanding any reference to arbitration herein,

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

25. Fraud andCorruption

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

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

B. Time Control

26. Program

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

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

26.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period stated in the SCC. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount stated in the SCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.

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

27. Extension of the Intended Completion Date

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

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

28. Acceleration

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

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

29. Delays Ordered by the Project Manager

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

30. Management Meetings

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

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

31. Early Warning

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

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

C. Quality Control

32. Identifying Defects

32.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct

the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.

33. Tests

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

34. Correctionof Defects

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

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

35. Uncorrected Defects

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

D. Cost Control

36. Contract Price[7]

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

37. Changes inthe Contract Price[8]

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

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

38. Variations

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

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

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

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

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[7] *In lump sum contracts, replace GCC Sub-Clauses 36.1 as follows:*

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

[8] *In lump sum contracts, replace entire GCC Clause 37 with new GCC Sub-Clause 37.1, as follows:*
The Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Scheduleshallnot be altered when the Contractormakes such changes to the Activity

Schedule.

[9] *In lumpsum contracts, add "and Activity Schedules" after "Programs."* [10] *In lump sum contracts, delete this paragraph.*

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

38.6 If the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in Sub-Clause 39.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work

38.7 Value Engineering: The Contractor may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

a) theproposed change(s), and a description of the difference to the existing contract requirements;
b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Procuring Entity may incur in implementing the value engineering proposal; and
c) a description of any effect(s) of the change on performance/functionality.

38.8 The Procuring Entity may accept the value engineering proposal if the proposal demonstrates benefits that:

a) accelerate the contract completion period; or
b) reduce the Contract Price or the life cycle costs to the Procuring Entity; or
c) improve the quality, efficiency, safety or sustainability of the Facilities; or
d) yieldany other benefits to the Procuring Entity, without compromising the functionality of the Works.

38.9 If the value engineering proposal is approved by the Procuring Entity and results in:

a) a reduction of the Contract Price; the amount to be paid to the Contractor shall be the **percentage specified in the SCC** of the reduction in the Contract Price; or
b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Contractor shall be the full increase in the Contract Price.

39. Cash FlowForecasts

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

40. Payment Certificates

40.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

40.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.

40.3 The value of work executed shall be determined by the Project Manager.

40.4 The value of work executed shall comprise the value of the quantities of work in the Bill of Quantities that have been completed12.

40.5 The value of work executed shall include the valuation of Variations and Compensation Events.

40.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

40.7 Where the contract price is different from the corrected tender price, in order to ensure the contractor is not paid less or more relative to the contract price (which would be the tender price), payment valuation certificates and variation orders on omissions and additions valued based on rates in the Bill of Quantities or schedule of rates in the Tender, will be adjusted by a plus or minus percentage. The percentage already worked out during tender evaluation is worked out as follows: *(corrected tender price – tender price)/tender*

price X 100.

41. Payments

41.1 Payments shall be adjusted for deductions for advance payments and retention. The Procuring Entity shall pay the Contractor the amounts certified by the Project Manager within 30 days of the date of each certificate. If the Procuring Entity makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.

41.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.

41.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.

41.4 Items of the Works for which no rate or price has been entered in shall not be paid for by the Procuring Entity and shall be deemed covered by other rates and prices in the Contract.

42. Compensation Events

42.1 The following shall be Compensation Events:

d) The Procuring Entity does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 20.1.

e) The Procuring Entity modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.

f) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructionsrequired for execution of the Workson time.

g) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.

h) The Project Manager unreasonably does not approve a subcontract to be let.

i) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.

j) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Procuring Entity, or additional work required for safety or other reasons.

k) Other contractors, public authorities, utilities, or the Procuring Entity does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.

l) The advance payment is delayed.

m) The effects on the Contractor of any of the Procuring Entity's Risks.

n) The Project Manager unreasonably delays issuing a Certificate of Completion.

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

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

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[11] *In lump sum contracts, add "or Activity Schedule" after "Program."*

[12] *In lump sum contracts, replace this paragraph with the following: "The value of work executed shall comprise the value of completed activities in the Activity Schedule."*

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

43. Tax

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

44. Currency of Payment

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

45. Price Adjustment

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

P = A + B Im/Io

where: Pis theadjustment factor for the portion of the Contract Price payable.

A and B are coefficients[13] **specified in the SCC,** representing the non-adjustable and adjustable portions, respectively, of the Contract Price payable and Im is the index prevailing at the end of the month being invoiced and IOC is the index prevailing 30 days before Bid opening for inputs payable.

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

46. Retention

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

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

47. Liquidated Damages

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

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

48. Bonus

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

49. Advance Payment

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

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

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

50. Securities

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

51. Dayworks

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

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

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

52. Cost of Repairs

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

E. Finishing theContract

53. Completion

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

54. Taking Over

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

55. FinalAccount

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

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

56. Operating and Maintenance Manuals

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

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

57. Termination

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

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

a) the Contractor stops work for 30 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;

b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 30 days;

c) the Procuring Entity or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction oramalgamation;

d) a payment certified by the Project Manager is not paid by the Procuring Entity to the Contractor within 84 days of the date of the Project Manager's certificate;

e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;

f) the Contractor does not maintain a Security, which is required;

g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the SCC**; or

h) if the Contractor, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix A to the GCC, in competing for or in executing the Contract, then the Procuring Entity may, after giving fourteen (14) days written notice to the Contractor, terminate the Contract and expel him from the Site.

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

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

57.5 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC Sub-Clause 56.2 above, the Project Manager shall decide whether the breach is fundamental ornot.

58. Payment upon Termination

58.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as specified in the SCC. Additional Liquidated Damages shall not apply. If the total amount due to the Procuring Entity exceeds any payment due to the Contractor, the difference shall be a debt payable to the Procuring Entity.

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

59. Property

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

60. Release from Performance

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

SECTION IX - SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions shall supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

Conditions	Sub-Clause	Data
Part A-Contract Data		
Procuring Entity's name and address	Heading	County Government of Kisii
Name and Reference No. of the Contract	Heading and 1.1	*Negotiation No. AS INDICATED ON ADVERT NOTICE*
Electronic transmission systems	1.3	IFMIS portal www.tenders.go.ke
Time for the Parties entering into a Contract Agreement	1.6	Within 30 days
Time for access to the Site	2.1.1	No later than the Commencement Date, and not later than 14 days after Commencement
Engineers Name and address	Heading and 3.1.1	*QS. Nelson Nyabwari* *Email: nyabwarinelson92@gmail.com* *P.O Box 4550 – 40200, Kisii*
Architect Duties and Authority	3.1.6(b) (ii)	Variations resulting in an increase of the Accepted Contract Amount in excess of % shall require approval of the Procuring Entity.
Performance Security	4.2.1	The performance security will be in the form of a *"Demand guarantee"* in the amount(s) of 5 (five) percent to the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount.
Contractor's Representative's name	4.3.1	To be indicated during contract signing
Normal working hours	6.5	0900 hours - 1700 hours
Commencement Date	8.1.1	As per hand over report
Delay damages for the Works	8.7& 14.15(b)	As per Contract Agreement
Maximum amount of delay damages	8.7.1	As per Contract Agreement
Provisional Sums	13.6.(b)(ii)	*As per Bill of Quantities*
Adjustments for Changes in Cost	13.9	As per Contract Agreement

Conditions	Sub-Clause	Data
Total advance payment	14.2.1	Not permitted
Repayment amortization rate of advance payment	14.2.5(b)	N/A
Percentage of Retention	14.3.2(c)	10%
Limit of Retention Money	14.3.2(c)	10% of the Accepted Contract Amount
Plant and Materials	14.5.3(b)(i)	As per clause
	14.5.3(c)(i)	As per clause
Minimum Amount of Interim Payment Certificates	14.6.2	As per milestones specified in the Bill of Quantities
Publishing source of commercial interest rates for financial charges in case of delayed payment	14.8	As per Contract Agreement
Key Personnel names	16.9.1	To be indicated during contract signing
Maximum total liability of the Contract or to the Procuring Entity	17.6.2	*As per Contract Agreement*
Periods for submission of insurance: a. evidence of insurance. b. relevant policies	18.1.6	 30 days 30 days
Maximum amount of deductibles for insurance of the Procuring Entity's risks	18.2.4(d)	As per Clause
Minimum amount of third-party insurance	18.3.2	As per Contract Agreement
The place of arbitration	20.7.2	Nairobi

FORM No 1: NOTIFICATION OF INTENTION TO AWARD

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

FORMAT

1. For the attention of Tenderer's Authorized Representative
   - *i)* Name: *[insert Authorized Representative's name]*
   - *ii)* Address: *[insert Authorized Representative's Address]*
   - *iii)* Telephone: *[insert Authorized Representative's telephone/fax numbers]*
   - *iv)* Email Address: *[insert Authorized Representative's email address]*

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

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

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

3. Notification of Intention to Award

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

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

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

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

   a) The successful tenderer

      i) Name of successful Tender_____

      ii) Address of the successful Tender _____

      iii) Contract price of the successful Tender Kenya Shillings _____(in wor

   b) Other Tenderers

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

SNo	Name of Tender	Tender Price	Tender's evaluated	One Reason Why not

		as read out	price (Note a)	Evaluated
1				
2				
3				
4				
5				

(Note a) State NE if not evaluated

5. How to request a debriefing

a) DEADLINE: The deadline to request a debriefing expires at midnight on [*insert date*] (*local time*).

b) You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (5) Business Days of receipt of this Notification of Intention toAward.

c) Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:

i) Attention: [*insert full nameof person, if applicable*]

ii) Title/position: [*insert title/position*]

ii) Agency: [*insert nameof Procuring Entity*]

iii) Email address: [*insert emailaddress*]

d) If your request for a debriefing is received within the 3 Days deadline, we will provide the debriefing within five (3) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (3) Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

e) The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

f) If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, wewill provide the debriefing as soon as practicable, and normally no later than fifteen (15) Days from the date of publication of the Contract Award Notice.

6. How to make a complaint

a) Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, [*insert date*] (local time).

b) Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:

i) Attention: [*insert full nameof person, if applicable*]

ii) Title/position: [*insert title/position*]

iii) Agency: [*insert nameof Procuring Entity*]

iv) Emailaddress: [*insert emailaddress*]

c) At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

d) Further information: For more information refer to the Public Procurement and Disposals Act 2015 and its Regulations available from the Websiteinfo@ppra.go.ke or complaints@ppra.go.ke.

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

e) There are four essential requirements:

i) You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tendering process, and is the recipient of a Notification of Intention to Award.

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

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

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

7. Standstill Period

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

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

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

If you have anyquestions regarding this Notification pleasedo nothesitateto contactus. On behalfof the Procuring Entity:

Signature:_____Name:_____

Title/position:_____Telephone:___Email:_____

FORM NO. 2 - REQUEST FOR REVIEW

FORM FOR REVIEW (r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO…….OF……..….20……...

BETWEEN

….....APPLICANT

AND

….....RESPONDENT (Procuring Entity)

Request for review of the decision of the…… (Name of the Procuring Entity of ……dated the…day of …….20…….in the matter of Tender No……..…of ……..20….. for.....(Tender description).

REQUEST FOR REVIEW

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

1.

2.

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

1.

2.

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

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

SIGNED

Board Secretary

FORM NO 3: LETTER OF AWARD

[letterheadpaperofthe Procuring Entity] [date]

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

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

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

Authorized Signature:.....

Name and Title of Signatory:.....

Name of Procuring Entity.....

Attachment: *Contract Agreement*.....

FORM NO 4: CONTRACT AGREEMENT

THIS AGREEMENT made the_____day of_____, 20____, between _____of _____(hereinafter "the Procuring Entity"), of the one part, and_____of_____(hereinafter "the Contractor"), of the other part:

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

The Procuring Entity and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
   a) the Letter of Acceptance
   b) the Letter of Tender
   c) the addenda Nos_____(if any)
   d) the Special Conditions of Contract
   e) the General Conditions of Contract;
   f) the Specifications
   g) the Drawings; and
   h) the completed Schedules and any other documents forming part of the contract.

3. In consideration of the payments to be made by the Procuring Entity to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Procuring Entity to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signed and sealed by_____(for the Procuring Entity)

Signed and sealed by_____(for the Contractor).

FORM NO. 5 - PERFORMANCE SECURITY

[Option 1 - Unconditional Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary:_____*[insert nameand Addressof* Procuring Entity*]* **Date:**_____

_____*[Insert date of issue]*

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

1. We have been informed that_____(hereinafter called "the Contractor") has entered into Contract No._____dated_____with (*name of Procuring Entity*)_____(the Procuring Entity as the Beneficiary), for the execution of _____(hereinafter called "the Contract").

2. Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

3. At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of_____(*in words*),[1] such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

4. This guarantee shall expire, no later than the …. Day of ……, 2.....[2], and any demand for payment under it mustbe received by us at the office indicatedabove on or before that date.

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

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

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

FORM No. 6 - PERFORMANCE SECURITY

[Option 2– Performance Bond]

[Note: Procuring Entities are advised to use Performance Security – Unconditional Demand Bank Guarantee instead of Performance Bondduetodifficulties involved in calling Bondholdertoaction]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary:_____*[insert nameand Addressof* Procuring Entity*]* **Date:** _

____*[Insert date of issue]*.

PERFORMANCE BONDNo.:_____

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

1. By this Bond_____as Principal (hereinafter called "the Contractor") and_____] as Surety (hereinafter called "the Surety"), are held and firmly bound unto_____] as Obligee (hereinafter called "the Procuring Entity") in the amount of_____for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

2. WHEREAS the Contractor has entered into a written Agreement with the Procuring Entity dated the _____dayof_____, 20 , for_____in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

3. NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Procuring Entity to be, in default under the Contract, the Procuring Entity having performed the Procuring Entity's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:
   1) complete the Contract in accordance with its terms and conditions; or
   2) obtain a tender or tenders from qualified tenderers for submission to the Procuring Entity for completing the Contract in accordance with its terms and conditions, and upon determination by the Procuring Entity and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Procuring Entity and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Procuring Entity to Contractor under the Contract, less the amount properly paid by Procuring Entity to Contractor; or
   3) pay the Procuring Entity the amount required by Procuring Entity to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

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

5. Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Procuring Entity named herein or the heirs, executors, administrators, successors, and assigns of the Procuring Entity.

6. In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this day_____of_____20_____.

SIGNED ON_____on behalfof By___in the capacity of In the presence of

SIGNED ON_____on behalf of By_in thecapacity of In the presence of

FORM NO. 7 - ADVANCE PAYMENT SECURITY

[Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary:_____*[Insertnameand Addressof* Procuring Entity*]*
Date:_____*[Insert dateof issue]*

ADVANCE PAYMENTGUARANTEE No.:_____*[Insert guarantee reference number]* **Guarantor:** _

_____**[***Insert nameandaddressofplaceofissue, unless indicated in the letterhead]*

1. We have beeninformed that_____(hereinafter called "the Contractor") has entered into Contract No._____*dated*_____with the Beneficiary, for the execution of _____

2. Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum _____(*inwords*) is to be made against an advancepayment guarantee.

3. At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of_____(*inwords*_____)[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) has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
   b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Contractor on its account number_____at_____.

5. The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the ____day of_____, 2 ,[2] whichever is earlier. Consequently, any demand forpayment underthis guarantee must be received by us at this office on or before that date.

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

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

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

FORM NO. 8 - RETENTION MONEY SECURITY

[Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary: _____*[Insertnameand Address of* Procuring Entity*]*

Date:_____*[Insert dateof issue]*

Advance payment guarantee no. *[Insert guarantee reference number]*

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

1. We have beeninformed that_____*[insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Contractor") has entered into Contract No. _____*[insert reference number of the contract]* dated_____with the Beneficiary, for the execution of_____*[insert name of contract and brief description of* Works*]* (hereinafter called "the Contract").

2. Furthermore, we understand that, according to the conditions of the Contract, the Beneficiary retains moneys up to the limit set forth in the Contract ("the Retention Money"), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, and payment of *[*insert the second half of the Retention Money] is to be made against a Retention Money guarantee.

3. At the request of the Contractor, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]*_____(*[insert amount in words*_____*])*[1] upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or show grounds for your demand or the sum specified therein.

4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the second half of the Retention Money as referred to above has been credited to the Contractor on its account number_____at_____*[insert name and address of Applicant's bank]*.

5. This guarantee shall expire no later than the …..... Day of ….....……, 2.....[2], and any demand for payment under itmust be received by us at the office indicatedabove on or before that date.

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

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

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

FORM NO. 9 BENEFICIAL OWNERSHIP DISCLOSURE FORM

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

INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

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

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

Tender Reference No.:_____[*insert identification no*]

Name of the Tender Title/Description:_____*[insert name of the assignment]* to:

_____*[insert complete name of Procuring Entity]*

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

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

Details of beneficial ownership

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

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

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

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

(a) holds at least ten percent of the issued shares in the company either directly or indirectly;

(b) exercises at least ten percent of the voting rights in the company either directly or indirectly;

(c) holds a right, directly or indirectly, to appoint or remove a director of the company; or

(d) exercises significant influence or control, directly or indirectly, over the company.

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

*Name of the Tenderer..... *[insert complete name of the Tenderer]*_____

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

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

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

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

Bidder Official Stamp

KISII COUNTY GOVERNMENT

PROPOSED CONSTRUCTION OF GOVERNOR'S RESIDENCE

TENDER **BILLS OF QUANTITIES**

NEGOTIATION NUMBER:

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

INFRASTRUCTURE, ROADS AND
PUBLIC WORKS
P.O BOX 4550 - 40200 KISII

AUGUST, **2026**

BILL NO. 1
PRELIMINARIES

ITEM	DESCRIPTION	K.SHS
	PARTICULAR PRELIMINARIES	
A	**PRICING ITEMS OF PRELIMINARIES** Prices **SHALL BE INSERTED** against items of "preliminaries" in the tenderer's priced Bills of Quantities. The contractor is advised to read and understand all preliminary items.	
B.	**EMPLOYER** The "Employer" is KISII COUNTY GOVERNMENT The term "Employer" and "Government" wherever used in the contract document shall be synonymous	
C.	**PROJECT MANAGER** The term "P.M." wherever used in these Bills of Quantities shall be deemed to imply the Project Manager as defined in Condition 1 of the Conditions of Contract or such person or persons as may be duly authorised to represent him on behalf of the Government.	
D.	**ARCHITECT** The term "Architect" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is Ministry Public Works, Kisii County P.O. Box 4550, KISII.	
E	**QUANTITY SURVEYOR** The term "Quantity Surveyor" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is Ministry of Public Works, Kisii County P.O. Box 4550, KISII.	
F	**ELECTRICAL ENGINEER** The term "Electrical Engineer" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is Ministry of Public Works, Kisii County P.O. Box 4550, KISII.	
	Carried to collection	

ITEM	DESCRIPTION	K.SHS
A	**MECHANICAL ENGINEER** The term "Mechanical Engineer" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is Ministry of Public Works, Kisii County P.O. Box 4550, KISII.	
B	**STRUCTURAL ENGINEER** The term "Structural Engineer" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is Ministry of Public Works, Kisii County P.O. Box 4550, KISII.	
C	**SCOPE OF THE CONTRACT** The work includes; Builder's work for the governor's houses' substructures, superstructures, windows, doors, plaster to wall and ceiling, floor screed finishes, electrical and mechanical works excluding fittings, External ground preparatory works for cabro paving including access road, partial landscaping works, demolition of existing structures and project management/cpd fees	
D	**DESCRIPTION OF THE WORKS** PROPOSED CONSTRUCTION OF GOVERNOR'S RESIDENCE	
E	**MEASUREMENTS** In the event of any discrepancies arising between the Bills of Quantities and the actual works, the site measurements shall generally take precedence. However, such discrepancies between any contract documents shall immediately be referred to the PROJECT MANAGER in accordance with Clause 22 of the Conditions of Contract. The discrepancies shall then be treated as a variation and be dealt with in accordance with Clause 22 of the said Conditions.	
F	**LOCATION OF SITE** KISII COUNTY	
G	**SIGNING OF THE TENDER DOCUMENTS** The bidder shall append his / her signature and / or company 's rubberstamp/ or serialize the pages on each and every page of tender document.	
	Carried to collection	

ITEM	DESCRIPTION	K.SHS
A	**DEMOLITIONS AND ALTERATIONS** The Contractor is to allow for all temporary protection required during the works including ordinary and special dust screens, hoardings, barriers, warning signs, etc as directed by the Project Manager and as necessary for the adequate propping and protection of existing property, finishes, workmen employed on the site, employer's agents and the public. Any damage or loss incurred due to the insufficiency of such protection must be made good by the Contractor. All protective devices are to be removed on completion of the works and any necessary making good consequent upon this is to be excecuted to the satisfaction of the Project Manager The works shall be propped, strutted and supported as necessary before any alteration or demolition work commences. Prices shall include for all cleaning and preparatory work to structure and finishes and for making good to all finishes on completion whether or not specifically described. Unless described as set aside for re-use all arising debris and surplus materials shall be carefully removed from building and carted away from site. The Contractor shall be entirely responsible for any breakage or damage which may occur to materials required for re-use during their removal unless it is certified by the Project Manager that such damage or breakage was inevitable as a result of the condition of the item concerned	
B	**CLEARING AWAY** The Contractor shall remove all temporary works, rubbish, debris and surplus materials from the site as they accumulate and upon completion of the works, remove and clear away all plant, equipment, rubbish, unused materials and stains and leave in a clean and tidy state to the reasonable satisfaction of the Project Manager. The whole of the works shall be delivered up clean, complete and in perfect condition in every respect to the satisfaction of the Project Manager.	
	Carried to collection	-

ITEM	DESCRIPTION	K.SHS
A	**CLAIMS** It shall be a condition of this contract that upon it becoming reasonably apparent to the Contractor that he has incurred losses and / or expenses due to any of the contract conditions, or by any other reason whatsoever, he shall present such a claim or intent to claim notice to the PROJECT MANAGER within the contract period. No claim shall be entertained upon the expiry of the said contract period.	
B	**PAYMENTS** The tenderer's attention is drawn to the fact that the GOVERNMENT DOES NOT MAKE ADVANCE PAYMENTS but pays for work done and materials delivered on and off site: all in accordance with Clause 23 of the Conditions of Contract Agreement. In order to facilitate this, a list of the general component elements for the works is given at the summary page of these specifications and the tenderer is requested to break down his tender sum commensurate to the said elements	
C	**PREVENTION OF ACCIDENT, DAMAGE OR LOSS** The Contractor is notified that these works are to be carried out on a restricted site where the client is going on with other nomal activities. The Contractor is thus instructed to take reasonable care in the execution of the works as to prevent accidents, damage or loss and disrupption of activities beeing carried out by the Client. The Contractor shall allow in his rates any expense he deemed necessary by taking such care within the site.	
D	**WORKING CONDITIONS** The Contractor shall allow in his rates for any interference that he may encounter in the course of the works for the Client may in some cases ask the Contractor not to proceed with the works until some activities within the site are completed, as the facility will be operating as usual during the course of the contract.	
E	**SIGNBOARD** Allow for providing, erecting, maintaining throughout the course of the Contract and afterwards clearing away a signboard as designed, specified and approved by the Project Manager.	
	Carried to collection	-

ITEM	DESCRIPTION	K.SHS
A	**LABOUR CAMPS** The Contractor shall not be allowed to house labour on site. Allow for transporting workers to and from the site during the tenure of the contract.	
B	**MATERIALS FROM DEMOLITIONS** Any materials arising from demolitions and not re-used shall become the property of the Ministry of Public Works. The Contractor shall allow in his rates the cost of transporting the demolished materials to Public Works Offices, Kisii County.	
C	**PRICING RATES** The tenderer shall include for all costs in executing the whole of the works, including transport, replacing damaged items, fixing, all to comply with the said Conditions of Contract.	
D	**SECURITY** The Contractor shall allow for providing adequate security for the works and the workers in the course of execution of this contract. No claim will be entertained from the Contractor for not maintaining adequate security for both the works and workers.	
E	**URGENCY OF THE WORKS** The Contractor is notified that these " works are urgent" and should be completed within the period stated in these Particular Preliminaries. The Contractor shall allow in his rates for any costs he/ she deems that he/she may incur by having to complete these works within the stipulated contract period.	
F	**PAYMENT FOR MATERIALS ON SITE** All materials for incorporation in the works must be stored on site before payment is effected, unless specifically exempted by the Project Manager. This is to include materials of the Contractor, nominated sub-Contractors and nominated suppliers.	
G	**EXISTING SERVICES** Prior to the commencement of any work, the Contractor is to ascertain from the relevant authority the exact position, depth and level of all existing services in the area and he/she shall make whatever provisions may be required by the authorities concerned for the support, maintenance and protection of such services.	
	Carried to collection	

ITEM	DESCRIPTION	K.SHS
A	**BID SECURITY** The Bidder shall furnish, as part of his bid, a security as specified in the tender advertisement. The bid security shall, at the bidder's option, be in the form of a certified cheque, bank draft, standby letter of credit or guarantee from a reputable bank located in Kenya or foreign bank which has been determined by the bidder to be acceptable to the Government. The format of the bank guarantee shall be in accordance with the sample forms of bid security included in the post qualification forms, other formats may be permitted, subject to the prior approval of the Government. Letters of credit, bank Guarantees issued as surety for **the bid shall be valid for a period of One Hundred and Twenty (120) days from the date of Tender Opening.**	
B	**PERFORMANCE BOND** A bond of 5% of the contract sum will be required in accordance with clause 6.00 (as amended) on award of contract of the Instructions to Tenderer's. No payment on account for the works executed will be made to the contractor until he has submitted the Performance Bond to the Project Manager duly signed, sealed and stamped from an approved Bank.	
C	**TENDER DOCUMENTS** Tender documents are as listed in Clause 2.1 of the Instruction to Tenderer's Page 9	
D	**DELIVERY OF TENDER** Tenders and all documents in connection therewith, as specified above must be delivered in the addressed envelope which should be properly sealed and deposited at the offices as specified in the letter accompanying these documents or as indicated in the advertisement. Tenders will be opened at the time specified in the letter accompanying these Tender Documents or as indicated in the advertisement. Tenders delivered/received later than the above time will not be opened.	
	Carried to collection	

ITEM	DESCRIPTION	K.SHS
A	**VALUE ADDED TAX** The Contractor's attention is drawn to the Legal Notice in the Finance Act part 3 Section 21(b) operative from 1st September, 1993 which requires payment of VAT on all contracts. The Contractor should therefore include allowance in his rates and prices for prices for VAT and any other Government taxes currently in force. **NB**: VAT **SHALL** be Included in the Contractor's Rates.	
B	**FIRM PRICE CONTRACT** Unless otherwise specifically stated, this is a firm price contract and the Contractor must allow in his tender rates for any increase in the cost of labour and/or materials during the currency of the contract.	
C	**PARTICULARS OF INSERTIONS TO BE MADE IN APPENDIX TO CONTRACT AGREEMENT** The following are the insertions to be made in the appendix to the Contract Agreement: - **Period of Final Measurement** 6 Months From Practical completion **Defects Liability Period** 6 Months from Practical completion **Date for Possession** To be agreed with the Project Manager **Date for Completion** Refer to the Contract Agreement **Liquidated and Ascertained** At the rate of Kshs..**200,000.00** per week or part thereof **Period of Interim Certificates** Monthly **Period of Honouring Certificates** 30 days **Percentage of Certified Value Retained** 10% **Advance payment** **Not applicable**	
	Carried to collection	

ITEM	DESCRIPTION	K.SHS
	COLLECTION	
	Brought forward from page PP/1	-
	Brought forward from page PP/2	-
	Brought forward from page PP/3	-
	Brought forward from page PP/4	-
	Brought forward from page PP/5	-
	Brought forward from page PP/6	-
	Brought forward from page PP/7	-
	TOTAL FOR PARTICULAR PRELIMINARIES CARRIED TO GRAND SUMMARY	**-**

ITEM	DESCRIPTION	AMOUNT
	GENERAL PRELIMINARIES	
A.	**PRICING ITEMS OF PRELIMINARIES AND PREAMBLES**	
	Prices will be inserted against items of Preliminaries in the Contractor's priced Bills of Quantities and Specification. The Contractor shall be deemed to have included in his prices or rates for the various items in the Bills of Quantities or Specification for all costs involved in complying with all the requirements for the proper execution of the whole of the works in the Contract.	
B.	**ABBREVIATIONS**	
	Throughout these Bills, units of measurement and terms are abbreviated and shall be all the requirements for the proper execution of the whole of the works in the Contract. *C.M.* Shall mean cubic metre *S.M.* Shall mean square metre *L.M.* Shall mean linear metre *MM* Shall mean Millimetre *Kg.* Shall mean Kilogramme *No.* Shall mean Number *Prs.* Shall mean Pairs *B.S.* - Shall mean the British Standard Specification Published by the British Standards Institution, 2 Park Street, London W.I., England. *Ditto* - Shall mean the whole of the preceding description except as qualified in the description in which it occurs. *m.s.* Shall mean measured separately. *a.b.d* Shall mean as before described.	
	Carried to collection	-

ITEM	DESCRIPTION	AMOUNT
A.	**EXCEPTION TO THE STANDARD METHOD OF MEASUREMENT** *Attendance ;* Clause B19(a) of the Standard Method of Measurement is deleted and the following clause is substituted:- Attendance on nominated Sub-Contractors shall be given as an item in each case shall be deemed to include: allowing use of standing scaffolding, mess rooms, sanitary accommodation and welfare facilities; provision of special scaffolding where necessary; providing space for office accommodation and for storage of plant and materials; providing light and water for their work: clearing away rubbish; unloading checking and hoisting: providing electric power and removing and replacing duct covers, pipe casings and the like necessary for the execution and testing of Sub- Contractors' work and being responsible for the accuracy of the same. *Fix Only:-* "Fix Only" shall mean take delivery at nearest railway station (Unless otherwise stated),pay all demurrage charges, load and transport to site where necessary, unload, store,unpack, assemble as necessary, distribute to position, hoist and fix only.	
B	**FORM OF CONTRACT** The Form of Contract shall be as stipulated in the Republic of Kenya's Standard Tender Document for Procurement of Building Works(2000 Edition) included herein The Conditions of Contract are also included herein *Conditions of Contract* These are numbered from 1 to 37 as set out in pages *18 to 38* of these tender documents. Particulars of insertions to be made in the Appendix to the Contract Agreement will be found in the Particular Preliminaries part of these Bills of	
	Carried to collection	-

ITEM	DESCRIPTION	AMOUNT
A	**BOND.** The Contractor shall find and submit on the Form of Tender an approved bank who will be willing to be bound to the Government in an amount equal to five per cent (5) of the Contract amount for the due performances of the Contract up to the date of completion as certified by the PROJECT MANAGER and who will, when and if called upon, sign a Bond to that effect on the relevant standard form included herein. (without the addition of any limitations) on the same day as the Contract Agreement is signed, by the Government, the Contractor shall furnish within seven days another Surety to the approval of the Government.	
B	**PLANT, TOOLS AND VEHICLES** Allow for providing all scaffolding, plant, tools and vehicles required for the works except in so far as may be stated otherwise herein and except for such items specificallyand only required for the use of nominated Sub-Contractors as described herein. No timber used for scaffolding, formwork or temporary works of any kind shall be used afterwards in the permanent work.	
C	**TRANSPORT.** Allow for transport of workmen, materials, etc., to and from the site at such hours and by such routes as may be permitted by the competent authorities.	
D	**MATERIALS AND WORKMANSHIP.** All materials and workmanship used in the execution of the work shall be of the best quality and description unless otherwise stated. The Contractor shall order all materials to be obtained from overseas immediately after the Contract is signed and shall also ensure they are onsite 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
A	**SIGN FOR MATERIALS SUPPLIED.** The Contractor will be required to sign a receipt for all articles and materials supplied by the PROJECT MANAGER at the time of taking deliver thereof, as having received them in good order and condition, and will thereafter be responsible for any loss or damage and for replacements of any such loss or damage with articles and/or materials which will be supplied by the PROJECT MANAGER at the current market prices including Customs Duty and V.A.T., all at the Contractor's own cost and expense, to the satisfaction of the PROJECT MANAGER	
B	**STORAGE OF MATERIALS** The Contractor shall provide at his own risk and cost where directed on the site weather proof lock-up sheds and make good damaged or disturbed surfaces upon completion to the satisfaction of the PROJECT MANAGER Nominated Sub-Contractors are to be made liable for the cost of any storage accommodation provided especially for their use.	
C	**SAMPLES** The Contractor shall furnish at his own cost any samples of materials or workmanship including concrete test cubes required for the works that may be called for by the PROJECT MANAGER for his approval until such samples are approved by the PROJECT MANAGER and the PROJECT MANAGER, may reject any materials or workmanship not in his opinion to be up to approved samples. The PROJECT MANAGER shall arrange for the testing of such materials as he may at his discretion deem desirable, but the testing shall be made at the expense of the Contractor and not at the expense of the PROJECT MANAGER. The Contractor shall pay for the testing in accordance with the current scale of testing charges laid down by the Ministry of Public Works. The procedure for submitting samples of materials for testing and the method of marking for identification shall be as laid down by the PROJECT MANAGER The Contractor shall allow in his tender for such samples and tests except those in connection with nominated sub-contractors' work.	
	Carried to collection	-

ITEM	DESCRIPTION	AMOUNT
A	**GOVERNMENT ACTS REGARDING WORKPEOPLE ETC.** Allow for complying with all Government Acts, Orders and Regulations in connection with the employment of Labour and other matters related to the execution of the works. In particular the Contractor's attention is drawn to the provisions of the Factory Act 1950 and his tender must include for all costs arising or resulting from compliance with any Act, Order or Regulation relating to Insurances, pensions and holidays for workpeople or so the safety, health and welfare of the workpeople. The Contractor must make himself fully acquainted with current Acts and Regulations, including Police Regulations regarding the movement, housing, security and control of labour, labour camps , passes for transport, etc. It is most important that the Contractor, before tendering, shall obtain from the relevant Authority the fullest information regarding all such regulations and/or restrictions which may affect the organisation of the works, supply and control of labour, etc., and allow accordingly in his tender. No claim in respect of want of knowledge in this connection will be entertained.	
B	**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-contractors' and must provide all necessary watching, lighting and other precautions as necessary to ensure security against theft, loss or damage and the protection of the public.	
C	**PUBLIC AND PRIVATE ROADS.** Maintain as required throughout the execution of the works and make good any damage to public or private roads arising from or consequent upon the execution of the works to the satisfaction of the local and other competent authority and the PROJECT MANAGER	
D	**EXISTING PROPERTY.** The Contractor shall take every precaution to avoid damage to all existing property including roads, cables, drains and other services and he will be held responsible for and shall make good all such damage arising from the execution of this contract at his own expense to the satisfaction of the PROJECT MANAGER	
	Carried to collection	-

ITEM	DESCRIPTION	AMOUNT
A	**VISIT SITE AND EXAMINE DRAWINGS.** The Contractor is recommended to examine the drawings and visit the site the location of which is described in the Particular Preliminaries hereof. He shall be deemed to have acquainted himself therewith as to its nature, position, means of access or any other matter which, may affect his tender. No claim arising from his failure to comply with this recommendation will be considered.	
B	**ACCESS TO SITE AND TEMPORARY ROADS.** Means of access to the Site shall be agreed with the PROJECT MANAGER prior to commencement of the work and Contractor must allow for building any necessary temporary access roads for the transport of the materials, plant and workmen as may be required for the complete execution of the works including the provision of temporary culverts, crossings, bridges, or any other means of gaining access to the Site. Upon completion of the works, the Contractor shall remove such temporary access roads; temporary culverts, bridges, etc., and make good and reinstate all works and surfaces disturbed to the satisfaction of the PROJECT MANAGER The Contractor should also allow for relocating existing fence (approx. 30 metres long).	
C	**AREA TO BE OCCUPIED BY THE CONTRACTOR** The area of the site which may be occupied by the Contractor for use of storage and for the purpose of erecting workshops, etc., shall be defined on site by the PROJECT MANAGER	
	Carried to collection	-

ITEM	DESCRIPTION	AMOUNT
A	**OFFICE ETC. FOR THE PROJECT MANAGER** The Contractor shall provide, erect and maintain where directed on site and afterwards dismantle the site office of the standard type, complete with furniture. He shall also provide a strong metal trunk complete with strong hasp and staple fastening and two keys. He shall provide, erect and maintain a lock-up type water or bucket closet for the sole use of the PROJECT MANAGER including making temporary connections to the drain where applicable to the satisfaction of Government and Medical Officer of Health and shall provide services of cleaner and pay all conservancy charges and keep both office and closet in a clean and sanitary condition from commencement to the completion of the works and dismantle and make good disturbed surfaces. The office and closet shall be completed before the Contractor is permitted to commence the works. The Contractor shall make available on the Site as and when required by the "PROJECT MANAGER" a modern and accurate level together with levelling staff, ranging rods and 50 metre metallic or linen tape.	
B	**WATER AND ELECTRICITY SUPPLY FOR THE WORKS** The Contractor shall provide at his own risk and cost all necessary water, electric light and power required for use in the works. The Contractor must make his own arrangements for connection to the nearest suitable water main and for metering the water used. He must also provide temporary tanks and meters as required at his own cost and clear away when no longer required and make good on completion to the entire satisfaction of the PROJECT MANAGER . The Contractor shall pay all charges in connection herewith. No guarantee is given or implied that sufficient water will be available from mains and the Contractor must make his own arrangements for augmenting this supply at his own cost. Nominated Sub--contractors are to be made liable for the cost of any water or electric current used and for any installation provided especially for their own use.	
C	**SANITATION OF THE WORKS** The Sanitation of the works shall be arranged and maintained by the Contractor to the satisfaction of the Government and/or Local Authorities, Labour Department and the PROJECT MANAGER	
	Carried to collection	-

ITEM	DESCRIPTION	AMOUNT
A	**SUPERVISION AND WORKING HOURS** The works shall be executed under the direction and to the entire satisfaction in all respects of the PROJECT MANAGER who shall at all times during normal working hours have access to the works and to the yards and workshops of the Contractor and sub-Contractors or other places where work is being prepared for the contract.	
B	**PROVISIONAL SUMS.** The term "Provisional Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7(i) of the Standard Method of Measurement. Such sums are net and no addition shall be made to them for	
C	**PRIME COST (OR P.C.) SUMS.** The term "Prime Cost Sum" or "P.C. Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7 (ii) of the Standard Method of Measurement. Persons or firms nominated by the PROJECT MANAGER to execute work or to provide and fix materials or goods are described herein as Nominated Sub-Contractors. Persons or firms so nominated to supply goods or materials are described herein as Nominated Suppliers.	
D	**PROGRESS CHART.** The Contractor shall provide within two weeks of Possession of Site and in agreement with the PROJECT MANAGER a Progress Chart for the whole of the works including the works of Nominated Sub-Contractors ; one copy to be handed to the PROJECT MANAGER and a further copy to be retained on Site. Progress to be recorded and chart to be amended as necessary as the work proceeds.	
E	**ADJUSTMENT OF P.C. SUMS.** In the final account all P.C. Sums shall be deducted and the amount properly expended upon the PROJECT MANAGER'S order in respect of each of them added to the Contract sum. The Contractor shall produce to the PROJECT MANAGER such quotations, invoices or bills, properly receipted, as may be necessary to show the actual details of the sums paid by the Contractor. Items of profit upon P.C. Sums shall be adjusted in the final account pro-rata to the amount paid. Items of "attendance"	
	Carried to collection	

ITEM	DESCRIPTION	AMOUNT
A	**ADJUSTMENT OF P.C. SUMS. Ctd…….** Should the Contractor be permitted to tender and his tender be accepted of any work for which a P.C. Sum is included in these Bill of Quantities profit and attendance will be allowed at the same rate as it would be if the work were executed by a Nominated Sub-Contractor.	
B	**ADJUSTMENT OF PROVISIONAL SUMS.** In the final account all Provisional Sums shall be deducted and the value of the work properly executed in respect of them upon the PROJECT MANAGER's order added to the Contract Sum. Such work shall be valued as described for Variations, but should any part of the work be executed by a Nominated Sub-Contractor, the value of such work or articles for the work to be supplied by a Nominated Supplier, the value of such work or articles shall be treated as a P.C. Sum and profit and attendance comparable to that contained in the priced Bills of Quantities for similar items added.	
C	**NOMINATED SUB-CONTRACTORS** When any work is ordered by the PROJECT MANAGER to be executed by nominated sub-contractors, the Contractor shall enter into sub-contracts and shall thereafter be responsible for such sub-contractors in every respect. Unless otherwise described the Contractor is to provide for such Sub-Contractors any or all of the facilities described in these Preliminaries. The Contractor should price for these with the nominated Sub-contract Contractor's work concerned in the P.C. Sums under the description "add for Attendance".	
D	**DIRECT CONTRACTS** Notwithstanding the foregoing conditions, the Government reserves the right to place a "Direct Contract" for any goods or services required in the works which are covered by a P.C. Sum in the Bills of Quantities and to pay for the same direct. In any such instances, profit relative to the P.C. Sum the priced Bills of Quantities will be adjusted as described for P.C. Sums and allowed.	
	Carried to collection	-

ITEM	DESCRIPTION	AMOUNT
A	**ATTENDANCE UPON OTHER TRADESMEN, ETC.** The Contractor shall allow for the attendance of trade upon trade and shall afford any tradesmen or other persons employed for the execution of any work not included in this Contract every facility for carrying out their work and also for use of his ordinary scaffolding. The Contractor, however, shall not be required to erect any special scaffolding for them. The Contractor shall perform such cutting away for and making good after the work of such tradesmen or persons as may be ordered by the PROJECT MANAGER and the work will be measured and paid for to the extent executed at rates provided in these Bills.	
B	**INSURANCE** The Contractor shall insure as required in Clause 30 of the Conditions of Contract. No payment on account of the work executed will be made to the Contractor until he has satisfied the PROJECT MANAGER either by production of an Insurance Policy or and Insurance Certificate that the provision of the foregoing Insurance Clauses have been complied with in all respects. Thereafter the PROJECT MANAGER shall from time to time ascertain that premiums are duly paid up by the Contractor who shall if called upon to do so, produce the receipted premium renewals for the PROJECT MANAGER's inspection.	
C	**PROVISIONAL WORK** All work described as "Provisional" in these Bills of Quantities is subject to remeasurement in order to ascertain the actual quantity executed for which payment will be made. All "Provisional" and other work liable to adjustment under this Contract shall left uncovered for a reasonable time to allow all measurements needed for such adjustment to be taken by the PROJECT MANAGER Immediately the work is ready for measuring, the Contractor shall give notice to the PROJECT MANAGER. If the Contractor makes default in these respects he shall if the PROJECT MANAGER so directs uncover the work to enable all measurements to be taken and afterwards reinstate at his own expense.	
	Carried to collection	-

ITEM	DESCRIPTION	AMOUNT
A	**ALTERATIONS TO BILLS, PRICING, ETC.** Any unauthorised alteration or qualification made to the text of the Bills of Quantities may cause the Tender to be disqualified and will in any case be ignored. The Contractor shall be deemed to have made allowance in his prices generally to cover any items against which no price has been inserted in the priced Bills of Quantities. All items of measured work shall be priced in detail and the Tenders containing Lump Sums to cover trades or groups of work must be broken down to show the price of each item before they will be accepted.	
B	**BLASTING OPERATIONS** Blasting will only be allowed with the express permission of the PROJECT MANAGER in writing. All blasting operations shall be carried out at the Contractor's sole risk and cost in accordance with any Government regulations in force for the time being, and any special regulations laid down by the PROJECT MANAGER governing the use and storage of explosives.	
B	**MATERIALS ARISING FROM EXCAVATIONS** Materials of any kind obtained from the excavations shall be the property of the Government. Unless the PROJECT MANAGER directs otherwise such materials shall be dealt with as provided in the Contract. Such materials shall only be used in the works, in substitution of materials which the Contractor would otherwise have had to supply with the written permission of the PROJECT MANAGER Should such permission be given, the Contractor shall make due allowance for the value of the materials so used at a price to be agreed.	
C	**PROTECTION OF THE WORKS.** Provide protection of the whole of the works contained in the Bills of Quantities, including casing , casing up, covering or such other means as may be necessary to avoid damage to the satisfaction of the PROJECT MANAGER and remove such protection when no longer required and make good any damage which may nevertheless have been done at completion free of cost to the Government.	
D	**REMOVAL OF RUBBISH ETC.** Removal of rubbish and debris from the Buildings and site as it accumulates and at the completion of the works and remove all plant, scaffolding and unused materials at completion.	
	Carried to collection	-

ITEM	DESCRIPTION	AMOUNT
A	**WORKS TO BE DELIVERED UP CLEAN** Clean and flush all gutters, rainwater and waste pipes, manholes and drains, wash (except where such treatment might cause damage) and clean all floors, sanitary fittings, glass inside and outside and any other parts of the works and remove all marks, blemishes, stains and defects from joinery, fittings and decorated surfaces generally, polish door furniture and bright parts of metalwork and leave the whole of the buildings watertight, clean, perfect and fit for occupation to the approval of the PROJECT MANAGER	
B	**GENERAL SPECIFICATION.** For the full description of materials and workmanship, method of execution of the work and notes for pricing, the Contractor is referred to the Ministry of Roads, Public Works and Housing General Specification dated 1976 or any subsequent revision thereof which is issued as a separate document, and which shall be allowed in all respects unless it conflicts with the General Preliminaries, Trade Preambles or other items in these Bills of Quantities.	
C	**TRAINING LEVY** The Contractor's attention is drawn to legal notice No. 237 of October, 1971, which requires payment by the Contractor of a Training Levy at the rate of 1/4 % of the Contract sum on all contracts of more than Kshs. 50,000.00 in value.	
C.	**MATERIALS ON SITE** All materials for incorporation in the works must be stored on or adjacent to the site before payment is effected unless specifically exempted by the PROJECT MANAGER. This includes the materials of the Main Contractor, Nominated Sub-Contractors and Nominated Suppliers.	
	Carried to collection	-

ITEM	DESCRIPTION	AMOUNT
A	**HOARDING** The Contractor shall enclose all the site under construction with a hoarding 2400 mm high consisting of iron sheets gauge 30 on 100 x 50 mm 2nd grade treated sawn cypress timber posts firmly secured at 1800 mm centres with two 75 x 50 mm 2nd grade treated sawn cypress timber rails. The Contractor is in addition required to take all precautions necessary for the safe custody of the works, materials, plant, public and Employer's property on the site.	
B	**CONTRACTOR'S SUPERINTENDENCE/SITE AGENT** The Contractor shall constantly keep on the works a literate English speaking Agent or Representative, competent and experienced in the kind of work involved who shall give his whole experience in the kind of work involved and shall give his whole time to the superintendence of the works. Such Agent or Representative shall receive on behalf of the Contractor all directions and instructions from the Project Manager and such directions shall be deemed to have been given to the Contractor in accordance with the Conditions of Contract.	
C	**SITE CLEARENCE AND RELOCATION OF SERVICES** The contractor to allow a sum of money for general relocation of the underlying services as the sewer line, loading and carting away the wrakage, unserviciable and metal scapes from site to an approved shown site one kilometre away from site as directed by the project manager	
	Carried to collection	-

ITEM	DESCRIPTION	AMOUNT
	COLLECTION	
	Brought Forward From Page GP/ 1	-
	Brought Forward From Page GP/ 2	-
	Brought Forward From Page GP/ 3	-
	Brought Forward From Page GP/ 4	-
	Brought Forward From Page GP/ 5	-
	Brought Forward From Page GP/ 6	-
	Brought Forward From Page GP/ 7	-
	Brought Forward From Page GP/ 8	-
	Brought Forward From Page GP/ 9	-
	Brought Forward From Page GP/ 10	-
	Brought Forward From Page GP/ 11	-
	Brought Forward From Page GP/ 12	-
	Brought Forward From Page GP/ 13	-
	TOTAL FOR GENERAL PRELIMINARIES CARRIED TO GRAND SUMMARY	-

BILL NO. 2
BUILDER'S WORK

PROPOSED CONSTRUCTION OF GOVERNOR'S RESIDENCE

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	ELEMENT NO. 01				
	SUBSTRUCTURES				
	(All provisional)				
	Excavations and Earthworks				
A	Clear site of all grass and small trees not exceeding 600mm girth and burn arisings.	SM	934		-
B	Excavate oversite to remove top vegetable soil average 250mm deep and spread as directed on site.	SM	409		-
C	Excavate for foundation strip footing in normal soil not exceeding 1.5m deep from reduced level	CM	249		-
D	Ditto exceeding 1.5m but not exceeding 3m deep from reduced level	CM	83		-
E	Ditto; but for column pits depth not exceeding 1.5m deep from reduced level	CM	581		-
F	Ditto; but for column pits depth exceeding 1.5m but not exceeding 3m deep	CM	194		-
	Backfilling and Disposal				
G	Return fill and ram selected excavated material around foundations.	CM	847		-
H	Load, wheel and cart away from site surplus excavated material and deposit in approved dumping area.	CM	261		-
J	Extra over all kinds of excavation for excavating in hard rock	CM	10		-
	Total Carried to Collection				-

PROPOSED CONSTRUCTION OF GOVERNOR'S RESIDENCE

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Filling				
A	300 mm thick (average) approved broken quarry stone hardcore filling in two equal layers well compacted.	SM	409		-
	Blinding				
B	Approved murram blinding on hardcore	SM	409		-
	Damp Proof Membrane				
C	1000g polythene sheet under concrete slab	SM	409		-
	Antitermite Treatment				
D	"Dragnet" or other equal and approved antitermite insectside treatment to hardcore surfaces.	SM	409		-
	Concrete Works				
	50 mm plain concrete (1:3:6 - class 15/20mm) blinding under :				
E	Strip footing.	SM	166		-
F	Foundation column bases	SM	387		-
	Vibrated Reinforced Concrete mix (1:1.5:3) class 20/20mm in;				
G	Strip footing	CM	33		-
H	Foundation column bases	CM	56		-
J	Foundation columns	CM	9		-
K	150mm thick floor bed	SM	409		-
	Total Carried to Collection				**-**

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Reinforcement				
	High Tensile deformed bars to BS 4449 including bends,hooks and tying wire				
A	Ditto assorted bars	KG	14700		-
B	Steel fabric mesh reinforcement type A142 weighing not less than 2.22Kg/M^2 to BS4483 with 150 mm side laps (measured net - no allowance for laps)	SM	409		-
	Marine board formwork to:				
C	Sides of strip footing	Sm	111		-
D	Sides of column bases	Sm	145		-
E	Sides of foundation columns	Sm	151		-
F	Edges of ground floor bed exceeding 75mm but not exceeding 150mm wide.	LM	110		-
	Foundation walling.				
G	200mm thick natural stone block or equal and approved wall walling bedded and jointed in cement sand (1:3) mortar; reinforced with hoop iron at alternate courses	SM	506		-
	Hessian based Bituminous Damp Proof Course bedded and jointed in cement sand mortar 1:3.				
H	200 mm wide.	LM	277		-
	Cement sand (1:4) Plaster:-				
J	12mm thick to plinth surfaces wood floated	SM	125		-
K	Prepare and apply three coats of bitumastic paint to rendered surfaces.	SM	125		-
	Total Carried to Collection				-

PROPOSED CONSTRUCTION OF GOVERNOR'S RESIDENCE

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Collection				
	Brought forward from page Bw/1				-
	Brought forward from page Bw/2				-
	Brought forward from page Bw/3				-
	Total Element 1 to Summary				**-**

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	ELEMENT NO. 02				
	SUPERSTRUCTURES				
	Ground floor				
	Vibrated Reinforced Concrete mix (1:1.5:3) class 20/20mm in;				
A	Columns	CM	12		-
B	Beams	CM	11		-
C	200mm thick suspended slab	SM	325		-
D	150mm thick staircase landing	SM	5		-
E	Risers and threads and sloping waist	CM	1		-
	High Tensile deformed bars to BS 4449 including bends,hooks and tying wire				
F	Ditto assortted bars	KG	9555		-
	Marine board formwork to :				
G	Soffits of suspended floor slab	SM	325		-
H	Sides and soffits of beams	SM	150		-
J	Sides of columns	SM	165		-
K	Edges of suspended slab exceeding 150mm but not exceeding 225mm wide.	LM	129		-
L	Sloping soffits of waist	SM	14		-
M	Soffits of landing	SM	5		-
N	Edges of risers and threads girth 150 to 225mm	LM	29		-
P	Sides of sloping waist girth 225 - 300mm	LM	22		-
Q	Edges of landing exceeding 75mm but not exceeding 150mm wide	LM	18		-
	Total Carried to Collection				-

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	First floor				
	Vibrated Reinforced Concrete mix (1:1.5:3) class 20/20mm in;				
A	Columns	CM	12		-
B	Beams	CM	12		-
C	200mm thick suspended slab	SM	350		-
D	150mm thick staircase landing	SM	5		-
E	Risers and threads and sloping waist girth 225 - 300mm	CM	1		-
	High Tensile deformed bars to BS 4449 including bends,hooks and tying wire				
F	Ditto assortted bars	KG	12350		-
	Marine board formwork to :				
G	Sides and soffits of beams	SM	166		-
H	Sides of columns	SM	165		-
J	Soffits of suspended floor slab	SM	350		-
K	Edges of suspended slab exceeding 150mm but not exceeding 225mm wide.	LM	139		-
L	Sloping soffits of waist	SM	14		-
M	Soffits of landing	SM	5		-
N	Edges of risers and threads girth 225 - 300mm	LM	29		-
P	Sides of sloping waist girth 225 - 300mm	LM	22		-
Q	Edges of landing exceeding 75mm but not exceeding 150mm wide	LM	18		-
	Total Carried to Collection				-

PROPOSED CONSTRUCTION OF GOVERNOR'S RESIDENCE

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Collection				
	Brought forward from page Bw/5				-
	Brought forward from page Bw/6				-
	Total Element 2 to Summary				**-**

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	ELEMENT NO. 03				
	WALLING				
	Ground floor				
	Ndarugo stone walling bedded and jointed in cement sand (1:3) mortar with 20 mm wide hoop irons in every alternate course.				
A	200 mm thick walling	SM	510		-
	First floor				
	Ndarugo stone walling bedded and jointed in cement sand (1:3) mortar with 20 mm wide hoop irons in every alternate course.				
B	200 mm thick walling	SM	450		-
	Total Element 3 to Summary				**-**

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	ELEMENT NO. 04				
	DOORS.				
	Internal doors				
	Door frames				
A	200x50mm mahogany door frames with 2 labours	LM	180		-
B	50x25mm ditto moulded architrave	LM	310		-
C	25x25mm ditto moulded quadrant	LM	310		-
	50 mm thick mahogany door leaf with 4 fielded and raised panels; to Architect's details				
D	Single door size 900 x 2400mm high overall size	No	23		-
E	Double door size 1200 x 2400mm high overall size, each leaf 600mm	No	1		-
F	Double door size 1500 x 2400mm high overall size, each leaf 750mm	No	2		-
	Aluminium framed doors; fabricated from heavy duty powder coated aluminium section memebers; infilled with 10mm thick toughened glass complete with locks, handles and all necessary accessories, including sliding tracks as required, to architect details and specifications:-:				
G	Sliding door size 1650 x 2400mm high overall size	No	1		-
H	Sliding door size 1800 x 2400mm high overall size	No	1		-
	Total Carried to Collection				**-**

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	External doors				
	Supply and Fix the following purpose-made gauge 16 Steel casement finished with one coat red oxide preimer complete with opening accessories including cutting and fixing lugs and pointing all round in cement mortar with vertically pivoted sashes as described;				
A	Double door size 2700x2400mm high, each leaf 1350mm	NO	1		-
B	Double door size 1500x2400mm high, each leaf 750mm	NO	1		-
	Painting and Decorating				
	Prepare and apply two coats of undercoats and one finishing coat of gloss paint to;				
B	Metal surfaces generally	SM	20		-
	Prepare and apply two coats of clear wood varnish to:				
C	Timber surfaces generally	SM	111		-
D	Ditto to surfaces not exceeding 100mm girth	LM	310		-
E	Ditto to surfaces exceeding 100mm not exceeding 200mm girth	LM	180		-
	Total carried to collection				-
	Collection				
	Brought forward from page Bw/10				-
	Brought forward from above				-
	Total Element 4 to Summary				**-**

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	ELEMENT NO. 05				
	WINDOWS.				
	Metal Windows				
	Standard section purpose made small pane gauge 16 steel casement windows complete with frame, sub-frame ,mullions, transomes including one coat red oxide primer before fixing, all necessary polished brass window handles and stays, hinges, mosquito proofed hooded permanent vent, fixing lugs cast on, 18 x 6mm mild steel flat bar burglar proofing grilles at 150mm centres horizontally, fixing in position and pointing with approved mastic sealant all round as per Architect's detail as described:				
A	W1, Size 1800 x 2000 mm high.	NO	16		-
B	W2, Size 1500 x 2000 mm high.	NO	2		-
C	W3, Size 1200 x 2300 mm high.	NO	2		-
D	W4, Size 1100 x 2000 mm high.	NO	2		-
E	W5, Size 600 x 2300 mm high.	NO	6		-
F	W6, Size 900 x 2000 mm high.	NO	1		-
G	W7, Size 1800 x 50000 mm high.	NO	1		-
	Glazing				
	5mm thick clear sheet glass to :-				
H	Panel 0.1 to 0.50 square metres	SM	93		-
	Painting and Decorating				
	Prepare and apply two coats of undercoats and one finishing coat of gloss paint to;				
J	Metal surfaces generally	SM	186		-
	Total Element 5 to Summary				**-**

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	ELEMENT NO. 06				
	FINISHES				
	EXTERNAL				
	WALL				
	Cement and sand (1:4) rendering				
A	15mm thick render to generall wall and beam surfaces	SM	629		-
	Painting and Decorating				
	Prepare and apply two coats of undercoats and one finishing coat of vinyl emulsion paint to;				
B	Plastered surfaces	SM	629		-
	Total Carried to Collection				**-**

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	INTERNALLY				
	FLOOR FINISHES				
	Cement and sand (1:4) screed				
A	Ditto 40mm thick wood floated and water proofed with cement pudlo	SM	685		-
	Ceramic floor tiles				
B	400x400x8mm thick ceramic floor tiles tiles laid with tile adhehesive jointed with approved grouting	SM	129		-
C	100mm high skirting	LM	149		-
	Non-slip ceramic floor tiles				
D	300x300mm nonslip ceramic floor tiles tiles laid with tile adhehesive jointed with approved grouting	SM	40		-
	Granito floor tiles				
E	600x600X10mm thick granito floor tiles tiles laid with tile adhehesive jointed with approved grouting	SM	521		-
F	100mm high skirting	LM	508		-
	Clay floor tiles				
G	250x250x25mm thick clay floor tiles tiles laid with tile adhehesive jointed with approved grouting	SM	37		-
H	100mm high skirting	LM	24		-
	Wood parquet floor finish				
J	20mm thick hardwood parquet tiles laid with approved adhehesive and approved grouting	SM	17		-
K	100mm high skirting	LM	19		-
	Total Carried to Collection				-

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	ROOF TERRACE				
	Waterproofed cement and sand (1:4) screed to receie APP membrane: the screed to be mixed with an approved waterproofing admixture				
A	25mm thick backing to receive APP membrane woodfloated smooth and with a 2° slope to the engineer's aproval	SM	350		-
	Waterproofing				
B	APP membrane layer, well done to approval	SM	350		-
	Waterproofed cement and sand (1:4) screed to receie APP membrane:				
C	Backing on APP membrane to receive concrete floor tiles	SM	350		-
	Waterproof concrete floor tiles:				
D	250 x 250 x 12mm thick clay floor tiles	LM	350		-
	WALL FINISHES				
	Lime plaster; 20mm thick (1:2:9)				
E	Plaster to walls	SM	1565		-
	Ceramic wall tiles				
F	250x400x8mm thick ceramic wall tiles tiles laid with approved tile adhehesive and jointed with approved grouting	SM	170		-
	CEILING FINISHES				
	Lime plaster; 12mm thick (1:2:9				
G	To soffits of suspended slab	SM	675		-
	Total Carried to Collection				**-**

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Painting and Decorating				
	Prepare and apply two coats of undercoats and one finishing coat of vinyl emulsion paint to;				
A	Wall surfaces	SM	1565		-
B	Ceiling surfaces	SM	675		-
	Total carried to collection below				-
	Collection				
	Brought forward from page 12				-
	Brought forward from page 13				-
	Brought forward from page 14				-
	Brought forward from above				-
	Total Element 6 to Summary				-

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	ELEMENT NO. 07:				
	BUILDER'S WORKS				
	In connection to Mechanical works				
A	Builder's work in connection with plumbing and fire fighting installation Chasing and making good for small pipe in: - [All Provisional]				-
	In connection to Electrical Works				
B	Cut for and attend in all trades on the Sub-Contractor installing the following points in a mainly concealed system, including chases, holes and recesses, notching timber, etc, and making good all finishes				-
	Total Element 8 to Summary				**-**

PROPOSED CONSTRUCTION OF GOVERNOR'S RESIDENCE

ITEM	DESCRIPTION		AMOUNT
	SUMMARY	From Page HST/	
1	Substructures	3	-
2	Superstructure	4	-
3	Walling	5	-
4	Doors	8	-
5	Windows	9	-
6	Finishes	12	-
7	Builder's Work in connection to Mechanical and electrical works	13	-
	TOTAL FOR BUILDER'S WORK TO GRAND SUMMARY		-

BILL NO. 3
EXTERNAL WORKS

PROPOSED GOVERNOR'S RESIDENCE

CABRO PAVING FOR ACCESS ROAD

EXTERNAL WORKS

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	CABRO PAVING				
A	Trim general area to fall and compact to the engineer's specifications and detailing	SM	180		-
	Hardcore				
B	450mm imported hardcore filling handpacked, well compacted in 150mm layers, levelled to the engineer's specifications	SM	180		-
C	Prepare and apply total persistent herbicide to surfaces of sub-base	SM			-
D	Roll and compact sub-grade to achieve 95% of AASHTO T99 including grading to falls and cross falls	SM			-
E	50 mm Thick stone dust/murram blinding to surface of hardcore filling	S.M			-
	Cabro				
F	Heavy duty concrete precast cabro blocks 80 mm thick (Strength 45 N/mm²) as per Bamburi or other equal and approved catalogue; laid on and including 50 mm screeded fine ballast or sand bed and compacted by surface vibration	SM			-
	CARRIED TO FORWARD TO NEXT PAGE				-

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Total carried forward				-
	Kerbs and Channels ***Precast concrete class 20/20 including all necessary formwork, finishing fair on all exposed surfaces and jointing and pointing in cement and sand (1:3) mortar***				
A	125 x 100 mm thick channel block laid on and including concrete 1:3:6 base 450 x 100 mm (overall), hunched up both sides; including all necessary excavation and formwork	LM	72		-
B	125 x 250 mm kerb rounded on one corner and 125 x 100 mm channel; laid on and including concrete 1:3:6 base size 450 x 100 mm hunched up behind; including all necessary excavations and formwork	LM	72		-
C	Ditto curved	LM	10		-
D	Prepare and apply two coats road marking paint on concrete surfaces not exceeding 300 mm girth girth	LM			-
	CARRIED TO SUMMARY PAGE				-

PROPOSED GOVERNOR'S RESIDENCE

LANDSCAPING WORKS

EXTERNAL WORKS

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	LANDSCAPING				
	Earthworks				
A	Excavate to level ground by cutting raised areas and filling in depressions to the engineer's specifications and approval average depth not exceeding 1.5m from original ground level	CM			-
B	200mm thick red soil filling to receive grass, well levelled and compacted to architect approval	SM			-
C	Supply, plant, water and tend well kikuyu grass, spaced at 100mm centre both ways, till full establishment; roll with a light weight roller to even out bumpy areas one to two weeks after installation to the architect's approval	SM			-
	CARRIED TO SUMMARY				-

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SUMMARY				
1	Cabro paving				-
2	Landscaping works				-
	TOTAL CARRIED TO MAIN SUMMARY				**-**

BILL NO. 4-ELECTRICAL WORKS

PROPOSED GOVERNOR'S RESIDENCE
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.	99	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.	51	No.		
	(ii) 2-way switched.	23	No.		
	(iii) 2-way switched with intermediate switch.	25	No.		
1.02	**LIGHTING DEVICES AND ACCESSORIES**				
	Lighting accessories including all necessary fittings, all in accordance with the specifications and drawings:-				
a	Plate switches; 10 amp flush mounted, white plastic fronted; fitted with brass earth terminal				
	(i) 10A 1 gang 1 way	8	No.		
	(ii) 10A 2 gang 1 way	7	No.		
	(iii) 10A 1 gang 2 way	2	No.		
	(iv) 10A 2 gang 2 way	9	No.		
	(iv) 10A Intermediate	6	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.		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 A				
	(ii) Type B				
	(iii) Type C				
	(iv) Type D				
	(v) Type E				
	(vi) Type F				
	(vii) Type G				
	(viii) Type H				
	Sub-Total C/F to Next Page				

PROPOSED GOVERNOR'S RESIDENCE
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 I				
	(x) Type J				
	(xi) Type K				
	(xii) Type L				
	(xiii) Type M				
	(xiv) Type N				
	(xv) Type O				
	(xvi) Type P				
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.	50	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)	40	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)	4	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				
	(v) Radial circuit wiring for 45 A (3P + N + E) Switched Industrial sockets/plugs outlet point, wired in 5x10 mm2 PVC insulated copper cable				
	(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				
	Sub-Total C/F to Next Page				

PROPOSED GOVERNOR'S RESIDENCE
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**				
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.	4	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.		
	(iv) 32 A (3P + N + E) Switched Industrial sockets/plugs flush mounted; Watertight; 415 volts, 50Hz; IP 67 complete with connector/ plug				
	(vi) 45 A (3P + N + E) Switched Industrial sockets/plugs flush mounted; Watertight; 415 volts, 50Hz; IP 67 complete with connector/ plug				
	(v) 16 A (1P + N + E) Switched Industrial sockets/plugs flush mounted; Watertight; 240 volts, 50Hz; IP 67 complete with connector/ plug				
	(vi) Spur outlet for urinal sensor installed above (false) ceiling.	2	No.		
1.07	**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) 10 amp SP&N 10kA MCB	3	No.		
	(ii) 20 amp SP&N 10kA MCB	2	No.		
	(iii) 32 amp SP&N 10kA MCB	2	No.		
	(iv) 32 amp TP&N 10kA MCB	1	No.		
	(v) 45 amp SP&N 10kA MCB	2	No.		
	(vi) Blanking plates for unused spare ways		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)				
d	Supply and install cable brass compression glands complete with nut and shrouds for the above cable				
	Sub-Total C/F to Next Page				

PROPOSED GOVERNOR'S RESIDENCE
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				
e	Supply and install cable lugs for the above cable complete with hydraulic crimping				
1.17	**CONSUMER UNITS**				
a	Supply, install, connect-up complete 6 way SP/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 circuit				
	(i) 10 amp SP&N 10kA MCB	2	No.		
	(ii) 20 amp SP&N 10kA MCB	2	No.		
	(iii) Blanking plates for unused spare ways	2	No.		
1.18	**Sum-mains Circuits**				
a	Sub-mains cables consisting of 10mm 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)	40	LM		
b	Sub-mains cables consisting of 6mm 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)				
c	Supply and install cable brass compression glands complete with nut and shrouds for the above cable				
d	Supply and install cable lugs for the above cable complete with hydraulic crimping				
b	Lay HG/PVC conduiting of size 2x32mm diameter HG/PVC ducts from the electrical service duct to the metal trunkings for telecommunication services.				
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.				
d	TV Outlet point wired with 75 Ohms coaxial cable drawn in concealed 20mm Ø HG PVC conduits from housing unit to amplifier in ceiling space via Telephone/television draw boxes.	2	No.		
e	Flat TV/coax single Ivory socket plate as MK or approved	2	No.		
	Total for Bill No. 1 Schedule No.1 – Ground Floor Lighting and Power Installation C/F to Collection Page				

PROPOSED GOVERNOR'S RESIDENCE
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:-				
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.	52	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.	25	No.		
	(ii) 2-way switched.	12	No.		
	(iii) 2-way switched with intermediate switch.	15	No.		
1.02	**LIGHTING DEVICES AND ACCESSORIES**				
	Lighting accessories including all necessary fittings, all in accordance with the specifications and drawings:-				
a	Plate switches; 10 amp flush mounted, white plastic fronted; fitted with brass earth terminal				
	(i) 10A 1 gang 1 way	7	No.		
	(ii) 10A 2 gang 1 way	5	No.		
	(iii) 10A 1 gang 2 way	4	No.		
	(iv) 10A 2 gang 2 way	1	No.		
	(iv) 10A Intermediate	3	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.	2	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 A				
	(ii) Type B				
	(iii) Type C				
	(iv) Type D				
	(v) Type E				
	(vi) Type F				
	(vii) Type G				
	(viii) Type H				
	Sub-Total C/F to Next Page				

PROPOSED GOVERNOR'S RESIDENCE
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				
	(x) Type J (xi) Type K (xii) Type L (xiii) Type M (xiv) Type N (xv) Type O (xvi) Type P				
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.	50	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)	40	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)	4	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				
	(v) Radial circuit wiring for 45 A (3P + N + E) Switched Industrial sockets/plugs outlet point, wired in 5x10 mm2 PVC insulated copper cable				
	(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				
	Sub-Total C/F to Next Page				

PROPOSED GOVERNOR'S RESIDENCE
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				
1.06	**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.	4	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.		
	(iv) 32 A (3P + N + E) Switched Industrial sockets/plugs flush mounted; Watertight; 415 volts, 50Hz; IP 67 complete with connector/ plug				
	(vi) 45 A (3P + N + E) Switched Industrial sockets/plugs flush mounted; Watertight; 415 volts, 50Hz; IP 67 complete with connector/ plug				
	(v) 16 A (1P + N + E) Switched Industrial sockets/plugs flush mounted; Watertight; 240 volts, 50Hz; IP 67 complete with connector/ plug				
	(vi) Spur outlet for urinal sensor installed above (false) ceiling.				
1.07	**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) 10 amp SP&N 10kA MCB	3	No.		
	(ii) 20 amp SP&N 10kA MCB	2	No.		
	(iii) 32 amp SP&N 10kA MCB	2	No.		
	(iv) 32 amp TP&N 10kA MCB	1	No.		
	(v) 45 amp SP&N 10kA MCB	2	No.		
	(vi) Blanking plates for unused spare ways		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)				
d	Supply and install cable brass compression glands complete with nut and shrouds for the above cable				
	Sub-Total C/F to Next Page				

PROPOSED GOVERNOR'S RESIDENCE
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				
e	Supply and install cable lugs for the above cable complete with hydraulic crimping				
1.08	TV Outlet point wired with 75 Ohms coaxial cable drawn in concealed 20mm Ø HG PVC conduits from housing unit to amplifier in ceiling space via Telephone/television draw boxes.	2	No.		
1.09	Flat TV/coax single Ivory socket plate as MK or approved	2	No.		
	Total for Bill No. 1 Schedule No.2 – First Floor Lighting and Power Installation C/F to Collection Page				

PROPOSED GOVERNOR'S RESIDENCE
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	
	Total for Bill No. 1: Lighting and Power Installation C/F to Collection Page	

PROPOSED GOVERNOR'S RESIDENCE
BILL NO. 2- FIRE DETECTION ALARM SYSTEM

ITEM NO.	DESCRIPTION	QTY	UNIT	RATE (KSh. Cts.)	AMOUNT (Ksh Cts.)
	FIRE DETECTION & ALARM SYSTEM Supply, Deliver, Install, Test and Commission the following as per BS 5839:2017:-				
	FIRE ALARM CONTROL PANEL (FACP)				
2.00	Addressable Fire alarm control panel (FACP), 2 loop as C-TEC or equal and approved	1	No.		
	DEVICE POINTS (CONDUITING)				
2.01	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.	30	No.		
2.02	Power outlet for Fire Alarm Panel wired in 3 x 2.5mm2 SC-PVC-CU cables and all accessories, including 5A fused unswitched connection unit with neon light.	4	No.		
2.03	Outlet for fire alarm manual call point/smoke/heat detector wired in 3 x 2.5mm2 "firetuff" cables and all accessories.	30	No.		
	DETECTOR & ACTUATOR DEVICES				
2.04	Addressable Manual Fire break glass call point unit as C-TEC CA470 or approved equivalent				
2.05	Addressable Fire Alarm Sounder complete with Red Flashing Beacon Light as C-TEC or approved equivalent equivalent				
2.06	Addressable Photoelectric Smoke Detector as C-TEC or equal and approved equivalent.				
2.07	Addressable Rate-of-Rise (ROR) Heat (Thermal) Detector as C-TEC or equal and approved equivalent.				
	Total for Bill No. 2: Fire Detection & Alarm System C/F to Summary Page				

PROPOSED GOVERNOR'S RESIDENCE
BILL NO. 3 - STRUCTURED CABLING, CCTV, 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 and CCTV 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.	70	No.		
3.01	Conduiting for data and CCTV 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.	70	No.		
3.02	300x250x120 mm Adaptable boxes	6	No.		
3.03	200x200x80 mm Adaptable boxes	20	No.		
3.04	150x150x70 mm Adaptable boxes	40	No.		
	Total for Bill No. 3: Structured Cabling And CCTV Installation C/F to Summary Page				

PROPOSED GOVERNOR'S RESIDENCE
BILL NO. 4 - SUPPLEMENTARY ITEMS

ITEM NO.	DESCRIPTION	AMOUNT (Ksh Cts.)
4.01	**As-built drawings**	
	a. Full set of paper copies	
	b. Electronic copy in DWG format on CD	
4.02	Allow for provision of Operation and maintenance manuals	
4.03	Allow One Hundred Thousand Shillings for Sample approvals and On-site training of client's technical and operation personnel as described in the specifications	
4.04	AllowFifty Thousand Shillings only for rerouting of electrical and ICT services (bidder to visit site to ascertain the scope)	
4.05	Allow Three Hundred Thousand only for liaison with KPLC for service line connection	
	Total for Bill No. 4: Supplementary Items C/F to Summary Page	

PROPOSED GOVERNOR'S RESIDENCE
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. 5: Fire Detection & Alarm System	
3	Total for Bill No. 7: Structured Cabling and PAVA Installation	
4	Total for Bill No. 9: 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:.....

BILL NO. 5
MECHANICAL WORKS

SECTION B:

PARTICULAR SPECIFICATIONS
FOR
PLUMBING AND DRAINAGE

CLAUSE No.	DESCRIPTION	PAGE
3.1	General	B-1
3.2	Materials and standards	B-1
3.2.1	Pipework and Fittings	B-1
3.2.2	Valves	B-2
3.2.3	Waste Fitment Traps	B-2
3.2.4	Pipe Supports	B-3
3.2.5	Sanitary Appliances	B-4
3.2.6	Pipe Sleeves	B-4
3.3	Installation	B-4
3.3.1	General	B-4
3.3.2	Above Ground Installation	B-5
3.4	Testing Inspection	B-5
3.4.1	Site Tests – Pipework Systems	B-5
3.4.2	Site Test – Performance	B-6
3.5	Sterilisation of Hot and Cold Water System	B-6

PARTICULAR SPECIFICATIONS FOR PLUMBING AND DRAINAGE

3.1 GENERAL

This section specifies the general requirements for plant, equipment and materials forming part of the plumbing and drainage installations.

3.2 MATERIALS AND STANDARDS

3.2.1 Pipe work and Fittings

Pipe work materials are to be used as follows:

a) CPVC Pipework

The pipe work for the plumbing installation shall be chlorinated polyvinyl chloride (CPVC) tubing which meets the requirements of SDR 11 of ASTM F441 and be suitable for potable water installations.

The pipe fittings shall CPVC pipe fittings and shall meet or exceed the requirements of ASTM D2846.
They will conform to ASTM F441 and ASTM F442, ASTM F1970. All changes in direction will be with standard bends or long radius fittings.

All socket type joints shall be assembled employing solvent cements that meet or exceed the requirements of ASTM F493 and primers that meet or exceed the requirements of ASTM F656. The standard practice for safe handling of solvent cements shall be in accordance with ASTM F402. Solvent cement and primer shall be listed by NSF International for use with potable water, and approved by the pipe and fittings manufacturers.

b) Galvanized Steel Pipe work

Galvanized steel pipe work up to 65mm nominal bore shall be manufactured in accordance with B.S. 1387 Medium Grade, with tapered pipe threads in accordance with B.S. 21. All fittings shall be malleable iron and manufactured in accordance with B.S. 143.

Pipe joints shall be screwed and socketed and sufficient coupling unions shall be allowed so that fittings can be disconnected without cutting the pipe. Running nipples and long screws shall not be permitted unless exceptionally approved by the Engineer.

Galvanized steel pipe work, 80mm nominal bore up to 150mm nominal bore shall be manufactured to comply in all respects with the specification for 65mm pipe, except that screwed and bolted flanges shall replace unions and couplings for the jointing of pipes to valves and other items of plant. All flanges shall comply with the requirements of B.S. 10 to the relevant classifications contained hereinafter under Section 'C' of the Specification.

Galvanizing shall be carried out in accordance with the requirements of B.S. 1387 and B.S. 143 respectively.

c) Copper Tubing

All copper tubing shall be manufactured in accordance with B.S. 2871 from C.160 'Phosphorous De-oxidized Non-Arsenical Copper' in accordance with B.S. 1172.

Pipe joints shall be made with soldered capillary fittings and connections to equipment shall be with compression fittings manufactured in accordance with B.S. 864.

Short copper connection tubes between galvanized pipe work and sanitary fitments shall not be used because of the risk of galvanic action.

If, as may occur in certain circumstances, it is not possible to make the connection in any way than the use of copper tubing, then a brass straight connector shall be positioned between the galvanized pipe and the copper tube in order to prevent direct contact.

d) P.V.C. (Hard) Pressure Pipes and Fittings

All P.V.C. pipes and fittings shall be manufactured in accordance with B.S. 3505: 1968.

Jointing

The method of jointing to be employed shall be that of solvent welding, using the pipe and manufacturer's approved cement. Seal ring joint shall be introduced where it is necessary to accommodate thermal expansion.

Testing

Pipelines shall be tested in sections under an internal water pressure normally one and a half times the maximum allowable working pressure of the class of pipe used. Testing shall be carried out as soon as practical after laying and when the pipeline is adequately anchored. Precautions shall be taken to eliminate all air from the test section and to fill the pipe slowly to avoid risk of damage due to surge.

e) A.B.S. Waste System

Where indicated on the Drawings and Schedules, the Sub-contractor shall supply and fix A.B.S. waste pipes and fittings.

The pipes, traps and fittings shall be in accordance with the relevant British Standards, including B.S. 3943, and fixed generally in accordance with manufacturer's instructions and B.S. 5572: 1978.

Jointing of pipes shall be carried out by means of solvent welding, the manufacturer's instructions and B.S. 5572: 1978.

Jointing of pipes shall be carried out by means of solvent welding. The manufacturer's recommended method of joint preparation and fixing shall be followed.
Standard brackets, as supplied for use with this system, shall be used wherever possible. Where the building structure renders this impracticable the Sub-contractor shall provide purpose made supports, centres of which shall not exceed one meter.

Expansion joints shall be provided as indicated. Supporting brackets and pipe clips shall be fixed on each side of these joints.

f) PVC Soil System

The Sub-contractor shall supply and fix PVC soil pipes and fittings as indicated on the Drawings and Schedules. Pipes and fittings shall be in accordance with relevant British Standards, including B.S. 4514 and fixed to the manufacturer's instructions and B.S. 5572.

The soil system shall incorporate synthetic rubber gaskets as provided by the manufacturer whose fixing instructions shall be strictly adhere to.

Connections to WC pans shall be effected by the use of a WC connector, gasket and cover, fixed to suit pan outlet.

Suitable supporting brackets and pipe clips shall be provided at maximum of one metre centres.

The Sub-contractor shall be responsible for the joint into the Gully Trap on Drain as indicated on the Drawings.

3.2.2 **Valves**

a) Draw-off Taps and Stop Valves (Up to 50mm Nominal Bore)

Draw-off taps and valves up to 50mm nominal bore, unless otherwise stated or specified for attachment or connection to sanitary fitment shall be manufactured in accordance with the requirements of B.S.1010.

a) Gate Valves

All gate valves 80mm nominal bore and above, other than those required for fitting to buried water mains shall be of cast iron construction, in accordance with the requirements of B.S. 3464. All gate valves required for fitting to buried water mains shall be of cast iron construction in accordance with the requirements of B.S.1218.

All gate valves up to and including 65mm nominal bore shall be of bronze construction in accordance with the requirements of B.S. 1952.

The pressure classification of all valves shall depend upon the pressure conditions pertaining to the site of works.

c) Globe Valves

All globe valves up to and including 65mm nominal bore shall be of bronze construction in accordance with the requirements of B.S.3061.

The pressure classification of all globe valves shall depend upon the pressure conditions pertaining to the site of works.

3.2.3 **Waste Fitment Traps**

a) Standard and Deep Seal P & S Traps

Where standard or deep seal traps are specified they shall be manufactured in suitable non-ferrous materials in accordance with the full requirements of B.S. 1184.

In certain circumstances, cast iron traps may be required for cast iron baths and in these instances bath traps shall be provided which are manufactured in accordance with the full requirements of B.S.1291.

b) Anti-Syphon Traps

Where anti-syphon traps are specified, these shall be similar or equal to the range of traps manufactured by Greenwood and Hughes Limited, Deacon Works Littleshampton, Sussex, England.

The trade name for traps manufactured by this company is 'Grevak'.

3.2.4 **Pipe Supports**

a) General

This sub-clause deals with pipe supports securing pipes to the structure of buildings for above ground application.

The variety and type of support shall be kept to a minimum and their design shall be such as to facilitate quick and secure fixings to metal, concrete, masonry or wood.

Consideration shall be given, when designing supports, to the maintenance of desired pipe falls and the restraining of pipe movements to a longitudinal axial direction only.

The Sub-contractor shall supply and install all steelwork forming part of the pipe support assemblies and shall be responsible for making good damage to builders work associated with the pipe support installation.

The Sub-contractor shall submit all his proposals for pipe supports to the Engineer for approval before any erection works commence.

b) CPVC Pipework

The pipe work for the plumbing installation shall be chlorinated polyvinyl chloride (CPVC) tubing which meets the requirements of SDR 11 of ASTM F441 and be suitable for potable water installations.

The pipe fittings shall CPVC pipe fittings and shall meet or exceed the requirements of ASTM D2846.
They will conform to ASTM F441 and ASTM F442, ASTM F1970. All changes in direction will be with standard bends or long radius fittings.

All socket type joints shall be assembled employing solvent cements that meet or exceed the requirements of ASTM F493 and primers that meet or exceed the requirements of ASTM F656. The standard practice for safe handling of solvent cements shall be in accordance with ASTM F402. Solvent cement and primer shall be listed by NSF International for use with potable water, and approved by the pipe and fittings manufacturers.

b) Steel and Copper Pipes and Tubes

Pipe runs shall be secured by clips connected to pipe angers, wall brackets, or trapeze type supports. 'U' bolts shall not be used as a substitute for pipe clips without the prior approval of the Engineer.

An approximate guide to the maximum permissible supports spacing in metres for steel and copper pipe and tube is given in the following table for horizontal runs.

Size Nominal Bores	Copper Tube to B.S. 659	Steel Tube to B.S. 1387
15mm	1.25m	2.0m
20mm	2.0m	2.5m
25mm	2.0m	2.5m
32mm	2.5m	3.0m
40mm	2.5m	3.0m
50mm	2.5m	3.0m
65mm	3.0m	3.5m
80mm	3.0m	3.5m
100mm	3.0m	4.0m
125mm	3.0m	4.5m
150mm	3.5m	4.5m

The support spacing for vertical runs shall not exceed one and a half times the distances given for horizontal runs.

c) Expansion Joints and Anchors

Where practicable, cold pipework systems shall be arranged with sufficient bends and changes of direction to absorb pipe expansion providing that the pipe stresses are contained within the working limits prescribed in the relevant B.S. specification.

Where piping anchors are supplied, they shall be fixed to the main structure only. Details of all anchor design proposals shall be submitted to the Engineer for approval before erection commences.

The Sub-contractor when arranging his piping shall ensure that no expansion movements are transmitted directly to connections and flanges on pumps or other items of plant.

The Sub-contractor shall supply flexible joints to prevent vibrations and other movements being transmitted from pumps to piping systems or vice versa.

3.2.5 **Sanitary Appliances**

All sanitary appliances supplied and installed as part of the Sub-contract works shall comply with the general requirements of B.S. Code of Practice 305 and the particular requirements of the latest B.S. Specifications.

3.2.6 **Pipe Sleeves**

Main runs of pipework are to be fitted with sleeves where they pass through walls and floors. Generally the sleeves shall be of P.V.C. except where they pass through the structure, where they shall be mild steel. The sleeves shall have 6mm - 12mm clearance all around the pipe or for insulated pipework all around the installation. The sleeve will then be packed with slag wool or similar.

3.3 **INSTALLATION**

3.3.1 **General**

Installation of all pipework, valves, fittings and equipment shall be carried out under adequate supervision from skilled staff to the relevant codes and standards as specified herein. The Sub-contractor shall be responsible to the Main Contractor for ensuring that all builders work associated with his piping installation is carried out in a satisfactory manner to the approval of the Engineer.

3.3.2 **Above Ground Installation**

a) Water Services

Before any joint is made, the pipes shall be hung in their supports and adjusted to ensure that the joining faces are parallel and any falls which shall be required are achieved without springing the pipe.

Where falls are not shown on the Contract Drawings or stated elsewhere in the Specification, pipework shall be installed parallel to the lines of the buildings and as close to the walls, ceilings, columns, etc., as is practicable. All water systems shall be provided with sufficient drain points and automatic air vents to enable them to function correctly.

Valves and other user equipment shall be installed with adequate access for operation and maintenance. Where valves and other operational equipment are unavoidably installed beyond normal reach or in such position as to be difficult to reach from a small step ladder, extension spindles with floor or wall pedestals shall be provided.

Screwed piping shall be installed with sufficient number of unions to facilitate easy removal of valves and fittings and to enable alterations of pipework to be carried out without the need to cut the pipe.

Full allowances shall be made for the expansion and contraction of pipework, precautions being taken to ensure that any force produced by the pipe movements are not transmitted to valves, equipment or plant.
All screwed joints to piping and fittings shall be made with P.T.F.E. tape.
The test pressure shall be maintained by the pump for about one hour and if there is any leakage, it shall be measured by the quantity of water pumped into the main in that time. A general leakage of 4.5 litres per 25mm of diameter, per 1.6 kilometres per 24 hours per 30 metres head, may be considered reasonable but any visible individual leak shall be repaired.

b) Sanitary Services

Soil, waste and vent pipe system shall be installed in accordance with the best standard of modern practice as described in B.S. 5572 to the approval of the Engineer.

The Sub-contractor shall be responsible for ensuring that all ground waste fittings are discharged to a gully trap before passing to the sewer via a manhole.

The Sub-contractor shall provide all necessary rodding and inspection facilities within the draining system in positions where easy accessibility is available.
Where a branch requires rodding facilities in a position to which normal access is unobtainable, then that branch shall be extended so as to provide a suitable purpose made rodding eye in the nearest adjacent wall or floor to which easy access is available.

The vent stacks shall terminate above roof level and where stack passes through roof, a weather skirt shall be provided.
The Sub-contractor shall be responsible for sealing the roof after installation of the stacks.

The open end of each stack shall be fitted with a plastic coated or galvanised steel wire guard.

Access for rodding and testing shall be provided at the foot of each stack.

c) Sanitary Appliances

All sanitary appliances associated with the Sub-contract works shall be installed in accordance with the best standard of modern practice as described in C.P. 305 to the approval of the Engineer.

3.4 TESTING AND INSPECTION

3.4.1 **Site Tests – Pipework Systems**

a) Above Ground Internal Water Services Installation

All water service pipe system installed above ground shall be tested hydraulically for a period of one hour to not less than one and half times to design working pressure.

If preferred, the Sub-contractor may test the pipelines in sections. Any such section found to be satisfactory need not be the subject of a further test when system has been completed, unless specifically requested by the Engineer.
During the test, each branch and joint shall be examined carefully for leaks and any defects revealed shall be made good by the Sub-contractor and the section re-tested.

The Sub-contractor shall take all necessary precautions to prevent damage occurring to special valves and fittings during the tests. Any item damaged shall be repaired or replaced at the Sub-contractor's expenses.

d) Above Ground Soil Waste and Ventilation System

All soil, waste and ventilating pipe system forming part of the above ground installation, shall be given appropriate test procedures as described in B.S. 5572, 1972.

Smoke tests on above ground soil, waste and ventilating pipe system shall not be permitted. Pressure tests shall be carried out before any work which is to be concealed is finally enclosed.

In all respects, tests shall comply with the requirements of B.S. 5572.

3.4.2 **Site Test – Performance**

Following satisfactory pressure test on the pipework system operational tests shall be carried out in accordance with the relevant B. S. Code of practice on the systems as a whole to establish that special valves, gauges, control, fittings, equipment and plant are functioning correctly to the satisfaction of the Engineer.

All hot water pipework shall be installed with pre-formed fibre glass lagging to a thickness of 25mm where the pipe runs above a false ceiling or in areas where the ambient temperature is higher than normal with the result that pipe "sweating", due
to condensation will cause nuisance.

All lagged pipes which run in a visible position after erection shall be given a canvas cover and prepared for painting as follows:

i) Apply a coating of suitable filler until the canvas weave disappears and allow to dry.

ii) Apply two coats of an approved paint and finish in suitable gloss enamel to colors approved by the Engineer.

All lagging for cold and hot water pipes erected in crawl ways, ducts and above
false ceiling which after erection are not visible from the corridors of rooms, shall be covered with a reinforced aluminium foil finish banded in colours to be approved by the Engineer.

In all respects, unless otherwise stated, the hot and cold water installation shall be carried out in accordance with the best standard of modern practice and described in C.P.342 and C.P.310 respectively to the approval of the Engineer.

The test pressure shall be applied by means of a manually operated test pump or, in the case of long main or mains of large diameter, by a power driven test pump which shall not be left unattended. In either case precautions shall be taken to ensure that the required pressure is not exceeded.

Pressure gauges should be recalibrated before the tests.

The Sub-contractor shall be deemed to have included in his price for all test pumps, and other equipment required under this specification.

The test pressure shall be one and a half times the maximum working pressure except where a pipe is manufactured from a material for which the relevant B.S. specification designates a maximum test pressure.

3.5 **STERILISATION OF COLD WATER SYSTEM**

All water distribution system shall be thoroughly sterilised and flushed out after the completion of all tests and before being fully commissioned for handover.

The sterilisation procedures shall be carried out by the Sub-contractor in accordance with the requirements of B.S. Code of Practice 301, Clause 409 and to the approval of the Engineer.

SECTION C:

PARTICULAR SPECIFICATION FOR PORTABLE FIRE EXTINGUISHER AND BOOSTED HOSE REEL SYSTEM

1.0 PORTABLE FIRE EXTINGUISHER AND HOSE REEL INSTALLATIONS

1.1 General

The particular specification details the requirements for the supply and installation and commissioning of the Portable Fire Extinguishers, Hose Reel, Fire Hydrant and Dry Riser. The Sub-contractor shall include for all appurtenances and appliances not necessarily called for in this specification or shown on the contract drawings but which are necessary for the completion and satisfactory functioning of the works.

If in the opinion of the Sub-contractor there is a difference between the requirements of the Specifications and the Contract Drawings, he shall clarify these differences with the Engineer before tendering.

1.2 Scope of Works

The Sub-contractor shall supply, deliver, erect, test and commission all the portable fire extinguishers, Hose Reel, Fire Hydrant and Dry Riser which are called for in these Specifications and as shown on the Contract Drawings.

1.3 Water/CO2 Extinguishers

These shall be 9-litre water filled CO2 cartridge operated portable fire extinguishers and shall comply with B.S. 1382: 1948 and to the requirements of B.S.4523: 1977. Unless manufactured with stainless steel, bodies shall have all internal surfaces completely coated with either a lead tin, lead alloy or zinc applied by hot dipping. There shall be no visibly uncoated areas.

The extinguishers shall be clearly marked with the following:

a) Method of operation.
b) The words 'WATER TYPE' (GAS PRESSURE) in prominent letters.
c) Name and address of the manufacturer or responsible vendor.
d) The nominal charge of the liquid in imperial gallons and litres.
e) The liquid level to which the extinguisher is to be charged.
f) The year of manufacture.
g) A declaration to the effect that the extinguisher has been tested to a pressure of 24.1 bar (350 psi.).
h) The number of British Standard 'B.S' 1382 or B.S. 5423: 1977.

1.4 Portable Carbon Dioxide Fire Extinguishers

These shall be portable carbon dioxide fire extinguishers and shall comply with B.S. 3326: 1960 and B.S. 5423: 1977.

The body of extinguisher shall be a seamless steel cylinder manufactured to one of the following British Standards; B.S. 401 or B.S. 1288.

The filling ratio shall comply with B.S. 5355 with valves fittings for compressed gas cylinders to B.S.341. Where a hose is fitted it shall be flexible and have a minimum working pressure of
206.85 bar (3000 p.s.i.). The hose is not to be under internal pressure until the extinguisher is operated.

The nozzle shall be manufactured of brass gunmetal, aluminium or stainless steel and may be fitted with a suitable valve for temporarily stopping the discharge if such means are not incorporated in the operating head.

The discharge horn shall be designed and constructed so as to direct the discharge and limit the entrainment of air. It shall be constructed of electrically non-conductive material.

The following markings shall be applied to the extinguishers:-

a) The words "Carbon Dioxide Fire Extinguisher" and to include the appropriate nominal gas content.
b) Method of operation.
c) The words "Re-charge immediately after use".
d) Instructions for periodic checking.
e) The number of the British Standard B.S. 3326: 1960 or B.S. 5423.
f) The manufacturers name or identification markings

1.5 Dry Chemical Powder Portable Fire Extinguisher

The portable dry powder fire extinguishers shall comply with BS3465: 1962 and BS 5423. The body shall be constructed to steel not less than the requirements of BS 1449 or aluminium to BS 1470: 1972 and shall be suitably protected against corrosion.

The dry powder charge shall be not-toxic and retain it s free flowing properties under normal storage conditions. Any pressurizing agent used as an expellant shall be in dry state; in particular compressed air.

The discharge tube and gas tube if either is fitted shall be made of steel, brass, copper or other not less suitable material. Where a hose is provided it shall not exceed 1,060mm and shall be acid and alkali resistant. Provision shall be made for securing the nozzle when not in use.

The extinguisher shall be clearly marked with the following information

a) The word "Dry Powder Fire Extinguisher"
b) Method of operation in prominent letters.
c) The working pressure and the weight of the powder charge in Kilogramme.
d) Manufacturers name or identification mark
e) The words "RECHARGE AFTER USE" if rechargeable type.
f) Instructions to regularly check the weight of the pressure container (gas Cartridge) or inspect the pressure indicator on stored pressure types when fitted, and remedy any loss indicated by either.
g) The year of manufacture.
h) The Pressure to which the extinguisher was tested.
i) The number of this British Standard BS 3465 or BS 5423: 1977.
j) When appropriate complete instructions for charging the extinguisher shall be clearly marked on the extinguisher or otherwise be supplied with the refill.

1.6 Air Foam Fire Extinguisher

These shall be of 9 litres capacity complete with refills cartridges and wall fixing brackets and complying with B.S. 5423 with the following specifications:-

Cylinder:	to B.S. 1449
Necking:	to be 76mm outside diameter steel EN 3A $2^3/_4$ X 8TPI female thread**.**
Head cap:	to be plastic moulding acetyl resin.
CO_2 Cylinder:	to be 75gm P.V.C coated.
Internal Finish:	to be polythene lining on phosphate coating.
External finish:	to be phosphated - One coat primer paint and one coat stove enamel B.S. 381 C.

1.7 Fire Blanket

The fire blanket shall be made from cloth woven with pre-asbestos yarn or any other fire proof material and to measure 1800 x 1210 mm and shall be fitted with special tapes folded so as to offer instantaneous single action to release blanket from storing jacket.

2.0 Boosted Hose Reel System

2.1 General

The Particular Specification details the requirements for the supply, installation and commissioning of the hose reel installation. The hose reel installation shall comply in all respects to the requirements set out in C.O.P 5306 Part 1: 1976, B.S 5041 and B.S 5274. The System shall comprise of a pumped system.

2.2 Hose Reel Pumps

The fire hose reel pumps shall consist of a duplicate set of multi-line centrifugal pumps from approved manufacturers. The pumps shall be capable of delivering 0.76 lit/sec at a running pressure of 2 bars.

The pump casing shall be of cast iron construction with the impeller shaft of stainless steel with mechanical seal.

2.3 Control Panel

The control panel shall be constructed of stainless steel 1.0mm thick sheet, be moisture, insect and rodent proof and shall be provided complete with circuit breakers and a wiring diagram enclosed in plastic laminate.

The pump shall be controlled by a flow switch therefore; the control panel shall include the following facilities:

(a) 'On' push button for setting the control panel to live.
(b) Green indicator light for indicating control panel live.
(c) Duty / Stand-by pump auto change over.
(d) Duty pump run green indicator light.
(e) Stand-by pump run green indicator light.
(f) Duty pump fail red indicator light.
(g) Stand-by pump fail red indicator light.
(h) Low water condition pump cut-out with red indicator light.

The pumps are to be protected by a low level cut-out switch to prevent dry pump run when low level water conditions occur in the water storage tank.

2.3.1 Hose Reel

The hose reel to the installation shall consist of a recessed, swing-type hose reel as Angus Fire Armour Model III or from other approved manufacturers.

The hose reel shall comply with B.S. 5274: 1975 and B.S 3161: 1970 and is to be installed to the requirements of C.P. 5306 Part 1: 1976.

The hose reel shall be supplied and installed complete with a first-aid Non-kinking hose 30 meters long with a nylon spray / jet / shut-off nozzle fitted. A screw down chrome - plated globe valve to B.S 1010 to the inlet to the reel is to be supplied.

The orifice to the nozzle is to be not less than 4.8mm to maintain a minimum flow of 0.4 lit / sec to jet. The hose reels shall be installed complete with electro-galvanized cabinet recessed on the wall. The hose reels shall be installed at 1.5 meters centre above the finished floor level in locations shown in the contract drawings.

2.3.2 Pipe Work

The pipe work for the hose reel installation shall be chlorinated polyvinyl chloride (CPVC) tubing which meets the requirements of SCH 40 or SCH 80 of ASTM F442 SDR 13.5 and be suitable for fire fighting installations. The pipes shall be CPVC Pipes approved for fire installation by NFPA and FOC such as BlazeMaster CPVC pipe and fittings or equal and approved. The pipes shall be installed in accordance with the manufacturer's written installation instructions and design manual. The pipe work and all associated fittings shall be in approved colour for fire fittings.

2.3.3 Pipe Fittings

The pipe fittings shall CPVC pipe fittings and shall meet or exceed the requirements of ASTM D2846.
They will conform to ASTM F438 (Sch. 40) and ASTM F439 (Sch. 80), ASTM F1970. All changes in direction will be with standard bends or long radius fittings. No elbows will be provided. The fittings shall be CPVC fittings approved for fire installation by NFPA and FOC such as BlazeMaster CPVC pipe and fittings or equal and approved. The pipe work and all associated fittings shall be in approved colour for fire fittings.

2.3.4 Non-return Valves

The non-return valves up to and including 80mm diameter shall be to B.S. 5153: 1974.
The valves shall be of cast iron construction with gunmetal seat and bronze hinge pin.

2.3.5 Gate Valves

The gate valves up to and including 80mm diameter shall be non-rising stem and wedge disc to B.S 5154: 1974 with screwed threads to B.S. 21 tapes thread

2.3.6 Sleeves

Where pipe work passes through walls, floors or ceilings, a sleeve shall be provided one diameter larger than the diameter of the pipe, the space between them to be packed with mineral wool, to the Engineer's approval.

2.3.7 Earthing

The hose reel installation shall be electrically earthed by a direct earth connection. The installation of the earthing shall be carried out by the Electrical Sub- contractor.

2.3.8 Finish Painting

Upon completion of testing and commissioning the hose reel installation, the pipe work shall be primed and finish painted with 2 No. coats of paints to the Engineer's requirements.

2.3.9 Testing and Commissioning

The hose reel installation shall be flushed out before testing to ensure that no builder's debris has entered the system. The installation is to be then tested to one and half times the working pressure of the installation to the approval of the Engineer. Simulated fault conditions of the pumping equipment are to be carried out before acceptance of the System by the Engineer.

2.3.10 Instruction Period

The Sub-contractor shall allow in his contract sum for instructing of the use of the equipment to the Client's maintenance staff. The period of instruction may be within the contract period but may also be required after the contract period has expired.

The period of time required shall be stipulated by the Client but will not exceed two days in which time the Client's staff shall be instructed on the operation and maintenance of the equipment.

3.0 Signage-Fire Instruction /Fire Exit

3.1 Fire Instruction Notice

Print fire instruction on the Perspex plates with White Colour Background measuring 510mm length x 380mm width x 4mm thick as follows;

FIRE INSTRUCTION NOTICE

In the event of fire;

1. Raise the alarm by actuating the nearest alarm system point, Sound Siren /gong or **Shout Fire**
2. Attack fire using the nearest available equipment
3. Call nearest fire Brigade or Police 999 and inform your switchboard (PABX) Operator
4. Ensure that all personnel not involved in fire fighting evacuation to safety outside the building.
5. Close but **DO NOT LOCK** doors behind as you leave.
6. Evacuate the building using stairs or fire escapes. Do not use Lifts/escalators. Walk calmly. Avoid panic. Do not stop or return for personal belongings.
7. Assemble as per floor outside the building for roll call.

3.1.1.1 Fire Exit Sign

Print Fire Exit signs on the Perspex plate, 4mm thick, with white colour background as follows:-

1. Lettering **IN RED COLOR** of not less than 50mm in height.
2. A pendant sign bearing words, **FIRE EXIT** and with a directional arrow.

The sign must be capable of being read from both approaches to exit and so is double sided.

3.1.1.2 Hose Reel Label

Print Fire Exit signs on the Perspex plate, 4mm thick, with white colour background as follows:-

1. Lettering **IN RED COLOR** of not less than 50mm in height.
2. A pendant sign bearing words, **HOSE REEL** and with a directional arrow.

The sign must be capable of being read from both approaches to exit and so is double sided.

SECTION D

GENERAL SPECIFICATIONS
FOR
SOLAR WATER HEATING INSTALLATIONS

GENERAL SOLAR WATER HEATING SPECIFICATIONS

1.1.0 QUALITY OF MATERIALS AND WORKMANSHIP

1.1.1 General

All materials, equipment and accessories are to be new and in accordance with the requirements of the current rules and regulations where such exist, or in their absence with the relevant British/European standard.

Uniformity of type and manufacture of equipment or accessories is to be preserved as far as practicable throughout the whole work.

If in this specification, the practice is adopted of specifying a particular item as "similar" to that of a particular firm's product, it is to be clearly understood that this is to indicate the type and quality of the equipment required. No attempt is being made to give preference to the equipment supplied by a firm whose name or products is being quoted.

Where particular manufacturers are specified herein, alternative makes will be considered, and the Engineer shall be allowed to reject any other makes.

The tenderer will be entirely responsible for all the materials, apparatus, equipment, etc in connection to his work, and shall take special care to protect all parts of finished work from damage until handed over to the Employer.

The work shall be carried out by competent workmen under skilled supervision. The Engineer shall have authority to have any of the work taken down or changed, which is executed in any unsatisfactory manner.

The works shall be carried out strictly in accordance with:

a) British Standard B.S. 5918, Domestic hot water supply and solar water heating system
b) "British code of Practice" C.P. 310: Water Supply
c) British Standard code of Practice" C.P. 342: Centralized hot water supply
d) All other relevant British standard Specifications and Codes of Practice (herein after referred to as B.S and C.P respectively.)
e) By-Laws of the Local Authority
f) The "Specification" and the "Particular Specification"
g) The tender/working drawings
h) The engineer's Instructions.

The drawings and specifications are to be read as a whole and are to explain each other. Work shown on the drawings and not described in the specifications or vice versa shall be duly executed under the contract.

1.1.2 Solar Panel – Construction

Solar panels shall be flat plate solar collectors. The structure of the collector and its components must withstand local extreme environmental conditions including winds, storm etc.

1.1.2.1 Solar Panel – External Construction

a) Glazing material shall be transparent and non-reflective to solar radiation. Total surface heating area of the solar panel shall be as specified elsewhere. The top of the panel shall be a single transparent glazed glass sheet. The glazed glass shall be as low-iron tempered glass or equivalent. The thickness of the glazed glass shall be 3 mm.
The glazing and the holding construction shall have thermal characteristics to withstand extreme local temperatures and also thermal shock due to storms etc. Gasket for the glazing shall be EPDM gasket or similar.

During accidental breakage of the glazing, the glazed glass sheet shall be replaceable at site.

b) Solar panel collector casement shall be rigid, structurally sound and corrosion resistant. Sides and bottom of panel shall be 24 gauge galvanized mild steel sheet or 2mm aluminium sheet.

Galvanized mild steel sheet shall be etched primed and applied with two coats of approved oil-base paint. 4 mm to 6 mm breathing hole shall be provided on the galvanized mild steel casing for the removal of moisture content formed due to condensation within the panel.

c) The panel/glass construction shall be weather proof. Pipework joints and collector interconnection shall be water proof. Approved silicone gasket or similar to be used at the panel connections.

1.1.2.2 Solar Panel - Internal Construction

a) **Absorber -** Shall be located directly beneath the glass sheet and fully cover the internal area of the panel.

Absorber shall be made of copper sheet or aluminium with a selective surface chemically treated similar to the black chrome finish or similar. The selective surface shall achieve 95% absorptivity of solar radiation and 15 to 20% emissivity of infra-red radiation. The absorber and the selective surface shall not be affected during life span of the absorber.

b) **Heat Exchanger**

Copper tubes and fittings shall be utilized for internal panel pipe work and in accordance with B.S. 2871 or similar. All joints and connections between the riser and header tubing's shall be leak proof and stand to hydraulic pressure tests.

The collector to be pressure tested to withstand a pressure of 8 kg/cm^2. In general, collectors shall be pressure tested at 15 times the rated operating gauge pressure of 8kg/cm^2.

A certificate of pressure testing to be issued when required and requested by the Engineers.

c) **Insulation**

The underside of the absorber, inclusive headers and the outer casing internal sides shall be insulated with 50 mm fibre glass insulation, minimum density 64 kg/m^3. The insulation shall be non-combustible and shall withstand maximum continuous operating temperature of 200°C (and minimum operating temperature of –50°C).

1.1.2.3 Hot Water Solar Cylinder

a) The hot water solar cylinder shall have a nominal capacity as specified on the contract drawing and particular specification to the designed highest water level. The hot water cylinder shall have a separate feed tank attached to it.

b) The cylinders and the feed tanks shall comply with B.S. 417, 699, 2777, 4214, 1565, 1566 and 3198. Refer also Water Storage tanks as specified elsewhere. The Cylinder and tanks shall be supplied complete with screwed BSPF parallel thread flanged connections for flow, return, vent, overflow and drain pipes.

c) Cylinder shall be provided with a magnesium electrode as corrosion protection, weight: minimum 1.5 kg. and have an inspection cover to facilitate renewal of the electrode.

d) The cylinder shall be galvanized, after manufacture in accordance with the requirements of BS. 729 Part 1 and pressure tested in accordance with the above B.S.

A certificate of pressure testing to be issued when required and requested by the Engineers/Project Manager's Representative. Refer also to "Protection of Metal surface" as specified elsewhere in the specification.

e) Insulation

The cylinder shall be insulated on all the sides with 100 mm fiberglass, or 100 mm thick foam injected polyurethane. At the inspection cover the insulation shall be easily removable.

f) Cladding

The insulation shall be fully laded with 24 gauge galvanized M.S. Sheet.

1.1.2.4 Flow and Return Pipework

Pipework shall be galvanized mild steel medium duty and in accordance with BS. 1387 and insulated as specified.

1.1.3 INSTALLATION

1.1.3.1 Solar panel

a) Location

The solar panel shall where physically possible be installed facing south. Where it is not practical for the solar panel to face due south, the maximum allowance variation shall be 45^0.

b) Angle of Inclination

The solar panels for maximum efficiency should be fitted at an angle equal to the latitude of the installation area. Minimum angle of inclination should be 5^0.

c) Solar panel shall be mounted on angle frame and rise to flow outlet according to manufacturer's specifications.

1.1.3.2 Solar Cylinder

a) For Standard Thermo-syphon

The solar cylinder shall maintain a minimum horizontal distance of 300 mm above the highest point of the solar panel installation

b) For low Thermo-syphon

The solar cylinder shall maintain a flow line up grade of 1:20 minimums where the low profile thermo-syphon system is utilized.

1.1.3.3 Flow and Return Pipework

(a) Joints

All joints between ferrous and copper piping shall be made with dielectric pipe unions for the prevention of electrolytic corrosion.

(b) Penetration through Roof decking.

Where pipes penetrate the roof decking, they shall be provided with a sleeve that fits around the pipe making a weather proof joint between roof and pipe.

(c) Insulation

All pipework between solar panel and storing tank to be insulated with 25 mm fibreglass where exposed to weather, covered with 24 gauges galvanized M.S. sheet cladding and weather proofed.

All insulation for supply and return pipework in roof space shall be covered with cotton canvas.

All insulation shall be in accordance with BS. 1334 unless otherwise specified.

1.1.3.4 Drain, overflow and Vent Pipework

(a) The drain and overflow pipework from the solar cylinder shall terminate approximately 75 mm away from the nearest drain outlet.

(b) Vent pipe from the solar cylinder shall terminate approximately 150 mm over the top water level in the solar cylinder feed tank.

(c) Provided drain valve for the solar panel. Drain valve shall be firmly clamped in order to avoid leaks at the joints during operation.

1.1.3.5 Valves

(a) Copper alloy gate valves complying with BS.1952 shall be installed on flow and return pipework prior to it being connected to the solar cylinder.

(b) The solar cylinder and panel shall be supplied with stop valves for draining and to comply with BS 1010.

1.1.3.6 Inter connection of solar panels

It shall be done utilizing Neoprene tubing or Stainless Steel connector or equivalent, fitted with clamps and able to withstand the working pressure.

1.1.3.7 Precaution

Solar panel glass shall be adequately protected against cracking and the protection removed only when the solar system is commissioned.

1.1.4 Alternate Solar Heating System

Should the contractor intend utilizing an alternate equivalent solar heating system to the one specified under this contract, he shall when submitting his tender provide the Engineer with all necessary information such as material used, construction detail, installation procedure etc. for his approval.

1.1.5 Test and Efficiency Certificates

The Contractor shall provide test and efficiency certificates for the solar panels proposed for the installation in accordance with methods outlined in ASHRAE 23-77.

Certificates for the following tests shall be provided:

1. No flow 30 day exposure
2. Peak exposure test
3. Solar collector Thermal Shock/Water spray test
4. Solar Collector Thermal Shock/Cold Fill test
5. Solar Collector leak and pressure test
6. Thermal efficiency/performance test.

The Contractor shall also provide documentary evidence regarding the absorber sheet, the selective coatings and its optical performances (absorptivity and emissivity factors).

1.1.6 Pipework above Ground

Before any joint is made, the pipes shall be hung in their supports and adjusted to ensure that the joining faces are parallel and any falls which shall be required are achieved without springing the pipe.

Where falls are not shown on the contract drawings or stated elsewhere in the specification, pipework shall be installed parallel to the lines of the building.

All water systems shall be provided with sufficient drain points and automatic air vents to enable them to function correctly. Valves and other user equipment shall be installed with adequate access for operation and maintenance.

Where valves and other operational equipment are unavoidably installed beyond normal reach or in such a position as to be difficult to reach from a short step ladder, extension spindles wit floor or wall pedestals shall be provided.

Screwed piping shall b installed with a sufficient number of unions to facilitate easy removal of valves and fittings, and to enable alterations I=of the pipework to be carried out without the need to cut the pipe.

Full allowance shall be mad for the expansion and contraction of pipework, pre cautions being made to ensure that any forces produced by pipe movements are not transmitted to valves, equipment or plant.

All tubing exposed on faces of walls shall, unless otherwise specified, be fixed at least 25mm clear of adjacent surfaces with approved holder bats built into the walls, cut and pinned to walls in cement mortar. Where fixed to woodwork, suitable clips shall be used.

All tubing's specified as chased into walls shall have the wall face neatly cut and chased, the tubing wedges and fixed and plastered over.

All tubing specified as fixed to ceilings, roofs of roof structures shall be fixed with approved mild steel hangers cut and pinned to ceilings, roofs or roof strictures.

Where three or more tubes are fixed to the ceilings, roofs or roof structures close to each other, they shall be fixed in positions, which leave the lower surfaces at the same horizontal level, unless otherwise specified.

Tubes fixed to steel work shall be fixed with clips and tap screws.

Tubes shall be fixed to true lines parallel to adjacent lines of the building unless otherwise specified.

Where insulated, tubing shall be fixed with the insulation at least 25mm clear of the adjacent surfaces.

Pipe runs shall be secured by pipe clips connected to pipe hangers, wall brackets or trapeze type supports. 'U' bolts shall not be used as a substitute for the pipe clips without prior approval of the Engineer.

An approximate guide to the maximum permissible supports spacing in meters for the steel and copper pipe is given in the following table for horizontal runs.

Size Nominal Bores	**Maximum support Spacing**
15mm	2.0m
20mm	2.5m
25mm	2.5m
32mm	3.0m
40mm	3.0m
50mm	3.0m
65mm	3.5m
80mm	3.5m
100mm	4.0m

Each support shall take its due proportion of the weight of the pipe and shall allow free movement for expansion and contraction.

The support spacing for vertical runs shall not exceed one and a half times the distances given for the horizontal runs.

Sleeves shall be provided where pipes pass through walls and solid floors to allow movement of the pipes without damage to the structure. The overall length of the sleeve shall be such that it projects at least 2mm beyond the finished thickness of the wall or partition.

Sleeves passing through the structure shall be of mild steel. Elsewhere they shall be of PVC. The sleeves shall have 5-15mm clearance all round the pipe, or for insulated pipework, all round the insulation. The sleeves shall be packed with slag wool or similar.

Unless anything else is stated in the specification, the tenderer must include in his tender for all protective and finish painting of the works including colour coding of special requirements, if any, are specified in the text of the particular specification. The painting shall be carried out by skilled painters.

1.1.6.1 Galvanised Mild steel Tubing

Galvanized mild steel tubing shall be in accordance with B.S 1387 with screwed and socketed joints.
Fittings for the same shall be galvanized malleable iron to B.S 143 & 1256 threads to BS 21.
Joints shall be made with fine hemp and an approved jointing compound or with Teflon sealing tape. Compound containing red lead must be used, unless otherwise specified.

All changes of direction shall be obtained by use of proper fittings. Formed bends shall not be accepted.

Long screw connectors and flat-faced unions shall not be used, unless otherwise specified.
Where chased into walls or cast in concrete, galvanized mild steel tubing carrying hot water shall be wrapped with hair felt secured by copper wire.

The fixing of galvanized mild steel tubing shall be done using:

a) Malleable iron "school board" pattern brackets for building in or screwing to structure or
b) Malleable pipe rings, with either back plate, plugs or girder clips or
c) Purpose made straps to Engineer's Approval.

1.1.6.2 Copper Tubing

Copper tubing shall be light gauge conforming to B.S. 2871 and the fittings shall be capillary or compression fittings to B.S. 864 of approved manufacture. Joints on tubing up to and including 50 mm diameter shall be compression or capillary joints or direct joints using zinc-free self-fluxing silver brazing alloys. Joints on tubing above 50 mm diameter shall be welded or blazed joints.

Copper tubing shall be jointed to steel cisterns by the use of copper-alloy connector having a shoulder to bear on the outside of the cistern and secured by a back nut inside. Washers shall be used both inside the cistern.

Where chased into walls or cast in concrete, copper tubing shall be wrapped with corrugated cardboard or hair felt secured by copper wire.

The fixing of copper tubing shall be done by using:-

a) Copper-alloy holder bats for building in, or screwing to structure.
   or
b) Strap clips of copper, copper-alloy or other suitable material.
   or
c) Gunmetal holder bats similar to "YORKSHIRE",

Iron or steel supports shall not be used for copper tubing.
All bends and sets shall be formed without diminishing the internal diameter in any part or causing fracture or weakness of the tube walls.

1.1.6.3 Valves, Cocks, Taps etc.

a) Gate Valves

All gate valves up to and including 65mm nominal bore and above, other than those required for fitting to be buried. Water mains shall be of bronze construction in accordance with the requirements of B.S. 5154. The pressure classification of all gate valves shall depend upon the pressure conditions pertaining to the site of the works.

The pressure classification of all gate valves shall depend upon the pressure conditions pertaining to the Site of Works.

b) Globe Valves

All globe valves up to and including 65 mm nominal bore shall be of bronze construction in accordance with B.S. 2060.

All globe valve 80 mm nominal bore and above shall be of cast iron construction in accordance with the requirements of B.S. 3961.

The pressure classification of all globe valves shall depend upon the pressure conditions pertaining to the Site of Works.

c) Check or Non-Return Valves

All check or non-return valves up to and including 65 mm nominal bore shall be of the swing check type of bronze construction in accordance with B.S. 1953.

All check or non-return valves 80 mm nominal bore and above shall be of the swing check type of cast iron construction in accordance with the requirements of B.S. 4090.

The pressure classification of all check or non-return valves shall depend on the pressure conditions pertaining to the Site of work

d) Ball Float Valves

All ball valves for use in connection with hot and cold water services shall be of the Portsmouth type in accordance with the requirements of B.S. 1212, constructed from bronze or other corrosion resistant materials. These valves fall into three pressure classification as follows:-

(i) Low pressure – 3.588 bar maximum
(ii) Medium pressure – 7. 725 bar maximum.
(iii) High pressure – 12. 620 bar maximum.

The pressure Classification required for each ball valve will be designated in the description of its associated equipment.

e) Safety Valves

Safety valves for thermal storage water heaters shall comply with B.S. 759

Draw-Off Taps and Stop Valves (up to 50 mm nominal bore)

Draw-off taps and stop valves up to 50 m nominal bore, unless otherwise stated or specified, for attachment or connection to sanitary fittings shall be manufactured in accordance with the requirements of B.S. 1010.

Mixing valves for shower fittings and other appliances shall be manufactured in accordance with the requirements of B.S. 1415 from bronze or other corrosion resistant materials.

1.1.6.4 Thermal Insulation

Insulation shall be installed by tenderer specializing in this type of work.

All primary hot (flow and return pipes) and secondary hot water and circulation pipes shall be insulated. Thermal insulating material for hot water supply insulation shall conform to B.S. 1334 unless otherwise specified. Materials shall have fire retardant qualities.

Insulation shall be fiberglass, minimum density 64 kg/m^3. Pre-moulded fittings shall be used, or if unavailable, metered sections or built-up blanket insulation shall be used.

Insulation shall be fastened in concealed locations with aluminium bands or soft annealed wires and shall be fastened in exposed locations with aluminium bands, 30 cm. (12inches).

Each pipe item shall be insulated separately. Insulation must be carried through or around hangers.

All insulating materials, however fixed, shall be in close contact with the surface to which it is applied and all joints shall be sealed after ensuring that edges or ends of any section built up close to one another. Edges or ends shall be cut or sharpened on site as necessary.

All surfaces to be insulated shall be cleaned carefully before fixing the insulating material. Whereby, subject to outside weather or other potentially damp or wet conditions, the insulation shall be adequately protected against moisture pick-up with weather proof jacketing. Elsewhere, the insulation shall be finished with open weave glass cloth and finish coats of adhesive or paint to approval.

Fixing of insulating material shall suit the progress of other installation works in the building.

All thermal insulating materials shall be delivered to the site in a dry condition and housed in a store until drawn upon for use. If nothing else is specified, the minimum thickness of insulating material for hot water pipes shall be 25 mm.

Equipment, such as tanks, shall be insulated with 50 mm fibre glass board and finished with open weave glass cloth and finish coats of adhesive or paint to approval.

1.1.7 Water Storage Tanks

1.1.7.1 Cold Water Storage Tanks

Where specified as galvanized mild steel, water storage tanks shall comply with B.S. 417. Galvanizing shall take place after manufacture.

Pressed steel sectional water storage tanks shall comply with B.S. 1564, and shall be similar in manufacture to "BRAITH-WAITE".

Water storage tanks shall be mosquito proofed by means of well fitting bolted cover bedded on a thick gasket of felt or bitumen.

Overflow pipes from tanks shall discharge into air or floor gullies where nearby positioned, with splay cut ends mosquito proofed by means of wire gauze tightly bound on with stout galvanized wire or soldered on.

1.1.7.2 Thermal Storage Water Heaters

The pressure and low pressure type's domestic electric water heaters shall comply with B. S. 843; high pressure types shall be of a Standard not less than the appropriate B.S.

Domestic heaters shall, if nothing else is specified, be supplied with 50 mm thick fibre glass lagging.

Electric thermostatically controlled immersion heaters shall comply with B.S. 3456: Section 2:21 and C.P. 324.202.

Purpose made storage water heaters of the specified size shall comply with B.S.853 and shall be to the specified working and test pressure. The heaters shall be provided with all necessary bosses, coils, etc. and shall be hot dip galvanised after manufacture.

1.1.7.3 Pressure Vessels

Pressure vessels shall be manufactured in accordance with B.S. 1500 A for the specified pressure and be fitted with all necessary openings and connections.

1.1.8 Protection of metal surfaces

Machinery, equipment, etc. shall be tropicalized and with protective treatment fully suitable for application and in the prevailing climatic conditions.

Full details of tropicalization and comprehensive paint treatments, to a dry film thickness of nowhere less than 200 microns, shall be submitted for the approval of the Consultant.

All metalwork shall be protected by either:-

(a) Hot dip galvanizing; where painted treatment shall be 50 microns epoxy primer or 5-10 microns wash-primer; 30 microns modified alkyd undercoat and 30 microns enamel finish,

or,

(b) Metallic lead epoxy primer, epoxy micaceous iron oxide, micaceous iron oxide modified alkyd undercoat and enamel finish, layers minimum 30 microns each.

Surfaces of metalwork shall be thoroughly brushed down with wire brushes to remove all scale, rust, etc., and structural steelwork shall be grit blasted before protective treatment.

All paint shall be applied fully in accordance with the manufacturer's instructions.

All water tanks inclusive covers, machinery casings, claddings and whosesoever specified shall be protected by hot dip galvanizing.

Hot dip galvanized coatings shall be executed in accordance with British Standard BS 729.

The values for coating weight shall be as follows to B.S 729:-

5 mm thick and over - 610 to 630 g/m (87 –90 um)

Under 5 mm but not less than 2 mm - 460 to 490 g/m (66 – 70 um)

Under 2 mm but not less than 1 mm - 335 to 350 g/m (48 – 50 um)

Grey and malleable iron castings - 610 to 630 g/m (87 – 90 um)

Threaded work and other articles
which are centrifuged - 305 to 315 g/m (44 –45 um)

For conversion to coating thickness unit weight of zinc shall be assumed 7 g/cm^3. The values stated shall be taken as minimum average values for a set of samples. Individual minimum values shall be introduced as the above mentioned minus 10%.

When galvanized coats are damaged, e.g. threaded pipe connections made on site, the exposed parts shall be repaired with same paints as for additional coating. Colour grey.

1.1.9 Instrumentation

Instrumentation shall be provided as indicated on the drawings and specified in the specifications.

Pressure gauges shall be installed on the pipe at both sides of pumps.

Pressure gauges shall be fitted with shutoff cock, read in the pressure range of system, minim 12 cm. (4 $^1/_2$ inch) dial, adjustable angle face, white face with black figures and pointer.

Thermometers shall be installed with separable sockets. Bronze sockets shall be used in nonferrous systems and stainless steel in ferrous systems. Thermometers shall be mercury actuated, 12 cm (4 $^1/_2$ inch) dial, adjustable angle face with black figures and pointer.

Where recording thermometers are required, they shall have chart 25 cm.(10 inches) in diameter, shall operate with one pen on 24 hour charts, with a range 10^{0}C to 105^{0}C (50^{0}F to 220^{0}F).

1.2 COMMISSIONG AND MAINTENANCE

1.2.1 Commissioning and Testing

The tenderer for solar heating system shall be responsible for testing and commissioning of the solar installation. The testing and commissioning shall be done in the presence of the Engineer. The tenderer shall be held responsible for any damage to the builder's work, during the installation, initial system testing etc.

When installation is completed, an acceptance test shall be carried out on the tenderer's own expense.

All hot water pipes, including flow and return, solar absorbers, cylinders, cisterns, tanks, calorifiers, pumps, etc. shall be thoroughly sterilized and flushed out after the completion of all tests and before being fully commissioned for handover.

The sterilization procedure shall be carried out by the tenderer or specialists employed by the tenderer in accordance with the requirements of B.S. Code of Practice 310, Clause 409, to the approval of the Engineer.

Before handing over, the tenderer shall confirm that the installation has been examined, tested, is ready for use, that it will operate and can be maintained efficiently.

The whole of the solar heating installation shall be tested to the satisfaction of the Engineer and the Local Authority.

The tenderer shall provide all necessary testing apparatus and facilities for testing the installations and any defective work shall be replaced immediately and shall be the subject of re-testing until found satisfactory.

Where pipes are to be lagged, chased into walls or otherwise concealed, the work shall be tested prior to lagging, making good chases, etc.

The complete solar heating installations, including flow and return pipes shall, if nothing else is specified, be tested to a cold water pressure of not less than 1.5 times the working pressure, minimum 8 kg/cm^2.

The test pressure shall be applied by means of a manually operated test pump or, by a power-driven test pump. Pressure gauges shall be recalibrated before the test.

The test pressure shall be maintained by the pump for about one hour and a leakage as specified in C.P 310, Section 502 J shall be approved, but any visible individual leak shall be repaired.

Valves, cocks and taps shall be absolutely tight under the test pressure for the corresponding pipes as well as under a small pressure.

Upon completion of the work, including re-testing if necessary, the installations shall be thoroughly flushed out and water pipes refilled with clean water ready for use.

Any defects revealed by the tests shall be made good by the tenderer and the test repeated to the approval of the Engineer.

In all other respects, test shall comply with the requirements of B.S. Code of Practice 304.

Following satisfactory pressure tests on the pipework system, operational tests shall be carried out in accordance with the relevant B.S. Codes of practice on the systems as a whole to establish that special valves, gauges, controls, fittings, equipment and plant are functioning correctly to the satisfaction of the Engineer.

1.2.2 Spare Parts

The tenderer shall submit with the tender a guarantee that he will hold a sufficient number of spare parts for the maintenance of the equipment.

If specific requirements for supply of spare parts are specified in the bill of quantities or schedule of prices, these spare parts shall be supplied to the client/employer, when the installations are handed over.

The tenderer shall submit with his tender a priced list of any optional extras, which he recommends should be purchased for the plants and are not supplied as standard with the unit.

1.2.3 Defects Liability and Contractual Maintenance Period

The tenderer shall maintain the complete installation in the total defects liability period and shall be responsible for the initiation and execution of the clients/employer planned programme of maintenance during this period.

During this maintenance period the tenderer shall carry out all necessary adjustments and repairs, cleaning and lubricating, etc. A report of any work shall be submitted to the Client and incorporated in the maintenance records.

The tenderer shall be held responsible for and shall make good all defects in materials that appear during the maintenance period; he shall supply expendable items, such as gaskets, filters, indicator lamps, etc. The period of liability shall not end until all defects which appear during the maintenance period have been rectified.

The tenderer shall allow in his Contract price for this maintenance and inspection service and shall provide for all tools, instruments, plant and scaffolding, and the transportation thereof, as required for the correct and full execution of these

obligations, and the provision, use or installation of all materials whether they are normal maintenance materials such as oils, greases, sandpaper, etc. and parts which are periodically renewed such as relay contracts or parts which are faulty for any reason whatsoever excepting always Acts of God such as a storm, tempest or flood, lightning and earthquake; civil revolt, acts of war and vandalism.

1.2.4 Maintenance Manual

Upon completion the tenderer shall furnish to the Client four copies of a manual size A4 of loose leaf type containing all the following items:-

a. Description of equipment
b. Full operation and maintenance instructions
c. Valve operation
d. Fault-finding chart
e. Emergency procedure
f. Maintenance and service periods
g. Lubricating instruction
h. Colour code legend
i. Schedule of primary and secondary spares
j. Record drawing – Folded to size A4.

The manual must be specially written and not standard manufacturers manual unless approved by the Engineer.
Tags giving instructions are not permitted. All instructions must be written into the manual with reference to the drawings.

All valves, terminals and controls on the plant shall be labelled to correspond with the maintenance and operation manuals.

1.2.5 Maintenance and Service After Expirations of the Contractual Maintenance Period

The tenderer shall if required, enter into a maintenance and service agreement with the employer for the complete installation, for a period of up to five years from the day of expiration of the contractual maintenance period.
The terms of any such agreement shall not be less beneficial to the Client, than the terms of agreement for other similar installations.

2.0 TECHNICAL QUESTIONNAIRE

The following information shall be supplied by tenderer regarding the solar flat plate collectors proposed:

1. Manufacturer/Trade Mark
   ……
   ……
   ……
   ……..

2. Construction Details of the Collector:

   Aperture Dimensions & Area (m & m^2) …….
   …….

   Gross Dimensions & Area (m & m^2) …….
   …….

   Dimensions and Area absorbing
   Surface (m & m^2) …….
   …….

3. Solar Panel
   - Collector Casement material ……
   - Thickness ……
   - Corrosion Treatment …….

4. Glazing
   - Material …….
   - Thickness …….
   - Physical Properties …….

5. Insulation
   - Material …….
   - Thickness (mm) …….
   - Thermal properties …….

6. Absorber
   - Material Absorber plate …….
   - Material for tubes for heat exchange …….
   - Selective Coating …….
   - Absorption Factor …….
   - Emissivity Factor …….

7. Solar Cylinder
   - Material ……
   - Thickness ……
   - Insulation Material ……
   - Thickness ……
   - Cladding Material ……

8. Normal Operating Temperature Range ^oC …….

9. Minimum and Maximum Transfer Fluid Flow Rate Kg/sec

……

……

10. Collector's Performance Efficiency ……

11. WARRANTY:

The Sub-contractor shall state the equipment warranty period

……

12. Any other alternative system. Give remarks on its difference to the one described. Additional paper to be attached if the text is much

……
……
……
……
……
……
……
…

SECTION E

PARTICULAR SPECIFICATIONS

FOR

BOREHOLE DRILLING AND EQUIPPING

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PARTICULAR SPECIFICATIONS FOR BOREHOLE DRILLING AND EQUIPPING

1. **Purpose**

The borehole to be drilled, constructed, test pumped and equipped with a submersible pump under this contract will be to provide water intended for domestic use. The maximum ground water abstraction permitted from the borehole shall be $90m^3$/day with the maximum abstraction period not exceeding 10 hours per day.

The execution of the works shall be in full compliance with relevant provisions of the Water Act AND NEMA

The proposed drilling site will be at ……..The contractor is deemed to have visited the site at ……..
No claims will be allowed for the traveling or other expenses, which may be incurred by the contractor's works.

2. **Scope of the Work**

The works included in the contract consist of:-

(i) The drilling of one borehole of sufficient diameter to provide for a finished cased and screened borehole of 200mm diameter to the provisional depth of about 300metres.
(ii) The provision and installation of steel casings, steel screens, and gravel pack, borehole cap, together with cementation works necessary.
(iii) The collection of formation samples at 2 meter interval of drilling progress to the bottom and also water sample at every aquifer struck and at the beginning and at the end of test pumping operation for both chemical and biological analysis.

NOTE: - These depths and any other works can be varied by the Engineer depending on the actual conditions encountered in the process of executing of the works.

(iv) The supply and installation of 1No. Submersible borehole pump, complete with the necessary controls.
(v) Connection of the water from the borehole to the water storage tank.

3. **Local Conditions**

The borehole will be drilled, constructed and test pump in both unconsolidated and consolidated formation and the contractor must be prepared to carry out the required work through any type of formation in the project area.

4. **Borehole Data**

(a) Total depth – 320m of 200mm diameter from surface (**Provisional**)
(b) Casings to be152mm diameter and screened depth to be determined after borehole construction.
(c) Static water level – not known
(d) Dynamic water level – not known
(e) Recommended pumping rate – $8m^3$/hr (for the purpose of quotation but to be confirmed after testing)
(f) (Pump) setting level – 200m (for the purpose of quotation but to be confirmed after testing)
(g) Total dynamic head to be determined on site

5. **Casings**

(a) Casings to be used as part of the permanent borehole structure shall be black steel pipe conforming to BS 1387 and having nominal diameter of 200mm.
(b) If any casing other than that to be left permanently in the borehole is required temporarily for execution of work, it shall be supplied by the contractor at the borehole free of charge.

6. **Screens**

The screens to be furnished and installed shall be of the pipe size variety having a minimum nominal diameter of 152mm and can be fabricated in three meter lengths. The screens shall be of continuous slot type and constructed entirely of stainless steel. The screen shall have slot size opening of 1.4m.

7. **Grouting**

Grouting shall be done by either cement or bentomite to seal off unwanted upper aquifers under direction of the Engineer.

8. **Construction Method**

The borehole to be constructed shall be drilled by cable-tool percussion method or the combination air/ hydraulic rotary method. The method of drilling shall be left to the discretion of the Contractor. After drilling to the final depth the Contractor shall proceed to insert permanent casings and screens as directed by the Engineer.

9 Gravel Pack

If filter gravel will be necessary, it will consist of durable, naturally rounded quartzitic particles properly washed and cleaned prior to insertion in the borehole. The gravel shall be introduced in the annular space between the wall of the borehole and the 200mm casing from the bottom to about 2 meters below surface. The final casing and screens must be centralized before gravel back and the Contractor must supply suitable equipment for lowering of gravel pack.

10. **Cementation**

The space above the gravel pack shall be grouted with a mix of one part of cement to two parts of sand and two parts of ballast, in order of 1:2:2 concrete may be used near the surface to form an annular plug around the casing of dimensions 1.0 x 1.0 x 1.0 meters. There shall be 2000mm diameter concrete plinth on top of the borehole and shall be constructed as shall be directed by the Project Engineer and the Structural Engineer.

Any other cementation works to be done as directed by the Project Engineer.

11. **Development**

The Contractor shall furnish all necessary pumps, compressor, plungers, bailing or other needed equipment and shall develop the borehole by such approved methods as shall be necessary to give the maximum yield of water per increment of drawdown and extract from the formation of maximum practical quality of such sands as may, during the life of the borehole, be drawn through the screens when the borehole is operating under maximum conditions of draw down.

12. **Test Pumping**

After the borehole has been completed, constructed and developed, the subcontractor shall make necessary arrangements for conducting a 24 hour continuous test pumping up to a maximum of 30hr and 12 hour recovery test under the supervision of the Engineer. Where the Engineer or his representative cannot be present on such pumping test, the Contractor may continue without him keeping accurate records of the test in terms of discharge and drawn down but must seek permission from the Project Engineer. Should the Contractor fail to keep such records, the Engineer shall order the test to be repeated at no extra cost.

13. **Sample Formation**

The Contractor shall keep an accurate record of the top and bottom of each stratum penetrated and shall save and deliver to the Engineer a sample of materials taken from each 1m of formation, or at every change of formation and at such other intervals as may be ordered by the Engineer. Those samples shall be placed in approved Contractor supplied containers with labels which indicate the depth at which the sample was obtained.

14. **Water Samples**

Water samples shall be collected at every water struck while drilling and also shall be collected at the start of every test and toward the end of the test in a three litre sterilized plastic container for both chemical and bacteriological analysis and submitted in a competent laboratory for analysis.

15. **Reports**

The contractor shall submit to the Engineer daily progress reports showing:-

(i) The depth each day indicating drilling in meters per hour with comments on degree of hardness of materials being penetrated.

(ii) Depth at which each water bearing zone is encountered and the rise and fall of water level in different formations.

(iii) The full details of work carried out in respect of operations which are paid for at hourly rate.

(iv) The full details of the number of hours worked each day.

16. **Cessation of Work**

The Engineer reserves the rights to stop drilling operations if in his opinion:-

(a) A sufficient supply of water has been obtained.

(b) The work is not being carried out in a satisfactory manner or

(c) Further drilling is unlikely to be advantageous or for any other reason

In this event, payment shall be made only for the amount of work done up to the date of stoppage.

17. **Retention Time**

Waiting time shall be such time as the whole of the drilling equipment and staff is on site and is available for use, and all the operation connected with the Contact are at a standstill due to the absence of instructions from the Engineer.

The request for the necessary instructions and/ or guidance to the Project Manager by the Contractor shall be within 48 hours, provided that the Project Manager does not delay the said instructions/ or guidance to the Contractor unnecessarily.

All claims for waiting time shall be made on the basis of a normal 8 hour day, including Sundays and Public holidays.

18. **Supply and Installation of Pump**

The Contractor shall supply and install:-

(a) One electric submersible pump which will conform to the specification stated, for operation on 415 volt, 3-phase.
(b) All necessary electrical equipment for the pump such as control panel with starter, ammeter, single phasing cut-out, low voltage cut-out and all necessary cables for connection.
(c) Suitable diameter Galvanized Steel pipe class 'C' to carry water to the surface/ to water storage tank
(d) Low level cut-out switch
(e) Airline 20mm galvanized steel pipe for water level measurements
(f) Pressure gauge
(g) The gate valves, non-return valves before the master meter
(h) Master meter for measuring the water from the borehole.

In addition the Contractor shall carry out 24 hours test run at the completion of the works. This test has to be certified by the Project Manager.

Note on Pump Installation

The Contractor shall make the necessary electrical connections and include in his prices all cable, starter-panel, switches etc required to put the pump in operation while tendering for this part of the document and return it will full description literature and performance curves for the proposed equipment together with the tender for drilling works.
The installation of the submersible pump into the borehole shall be done immediately the borehole drilling is completed, test pumped and water analysed for suitability for human consumption.

The final production pump to be installed in the newly drilled borehole shall be determined and installed as per the actual conditions encountered on completion of the drilling works. Hence the specifications given under the section of 'borehole data' are only for the purpose of quotation. After establishing the actual conditions of the drilled borehole, only the engineer's approved submersible pump shall be installed.

19. **Electrical works**

It shall be the responsibility of the Contractor to provide all electrical wiring between all items of his Contract to ensure the correct function of his equipment. The Contractor's electrical works shall start from the nearest electrical isolator which will be supplied by others within five metres.

SECTION F

PARTICULAR SPECIFICATION

HIGH LEVEL

WATER TANKS

PARTICULAR SPECIFICATION FOR THE DESIGN SUPPLY AND ERECTION OF WATER STORAGE TANKS AND BOOSTER PUMPS

DESCRIPTION OF SITE

The Sub-contractor is deemed to have visited the site and if unable to locate it or its details apply to the permanent secretary for works..

No claims will be allowed for the traveling or other expenses, which may be incurred by the sub-contractor's works. However, the sub-contractor may allow that he may have to, during contract time, do part of the works and therefore three visits may be catered for.

SCOPE OF CONTRACT

The work to be carried out under, this sub-contract comprises the designs, manufacture, supply, delivery, erection, together with testing and commissioning of steel tanks as here-in specified and shown on the contract drawings.

All work shall be performed in straightforward manner by competent workmen under skilled supervision to the entire satisfaction of the project manager.

COMPLIANCE WITH REGULATIONS.

The sub-contractor shall comply in all respects to the provisional and regulations of the By-laws of the Local Authority, Kenya Building Code, as 449 Part B5 1964. BS 4211, CP2 chapters V part 1 and 2 MOPW Structural steel work specification (1973) code of practice for design and construction of buildings and structures in Relation to Earthquake (1972) wherever applicable to the sub-contract works.

The ministry of Roads and Public Works are responsible for the design of the foundation subject to giving approval of the sub-contractor's design of the tower and due allowance should be given for this work to be carried out in sub-contractor programmed of works. The main contractor is responsible for the construction of the foundation in accordance to approved designs.

STRUCTURAL DRAWINGS AND CALCULATIONS

2No copies of general arrangement and fabrication drawings properly dimensioned and detailed showing the whole tower and its accessories together with 2No copies of the structural calculations complying with all the relevant BS and CP are to be submitted for approval prior to the commencement of the work.

The calculation are to indicate the maximum downward and upward loads on the foundations for the State Department of Public Works, Structural Department to design the foundation

STEEL WATER TANKS

The tanks shall be pressed steel sectional tanks complying in all respects to BS 1564 Types 1 or 2. The jointing materials shall be non-toxic and non-insulable to water and the tank cover shall be joined throughout the tank top ensuring that the joint is both water proof and dust proof.

Cover framing and members shall be designed to withstand supper imposed loading complying with the requirement complying with the requirements of CP2 Chapter V part 1 and BS 149 Part 2.

All internal stays are to be provided as required by the tank manufacture and the Sub-contractor shall be responsible for ensuring the stays are adequate in number and position and properly tightened.

Access manhole with hinged cover together with a filtered vent outlet shall be installed.

The Sub-contractor is to notify the Project Manager of the type of panel he is proposing to use and the manufacturer who is to be approved.

The inflow and outflow connection shall be as shown on the drawing.
The outflow supply pipe shall be at least 50mm above the tank bottom while the inflow pipe shall be 200mm below the tank rim. The overflow pipe shall be about 1000mm long,, away from the tank. The drain pipe shall be at the lowest part of the tank.

(1) **LOW LEVEL TANK**

Tank Capacity
PREFERRED DIMENSIONS:

8.54 metres length

4.88 metres width

2.44 metres height

PLATE THICKNESS 6mm

Tank to be supplied completed with:-

1. 80mm diameter inflow connection
2. 100mm diameter outflow connections
3. 100mm diameter washout pipe
4. 100mm diameter overflow pipe
5. Electrode pair fully wired.
6. 2No. water level indicator
7. 1No. cover and manhole
8. 1No. internal ladder
9. 1No. external ladder

The Structural Department will give details of foundations and R.C walls for the low level tank.

The base is to be cast by the Main Contractor unless otherwise instructed by the Project Manager.

(ii) **HIGH LEVEL TANK**

Tank Capacity 70,000 litres

Preferred Dimensions

6.1 metres length

4.88 metres width

2.44 metres height

plate thickness: 6mm

Height from ground level to the underside of the tank will be 21 metres
Tank to be supplied with:

1. 80mm diameter inflow connection
2. 100mm diameter outflow connection
3. 100mm diameter washout pipe
4. 100mm diameter overflow pipe
5. 1No. level regulator
6. 2No. Water level indicator
7. 1No. steel cover and manhole
8. 1No. internal ladder
9. 1No. external ladder to ground level with cage
10. 1No. perimeter walkway and handrail

PIPEWORK

The sub-contractor shall supply and fix all pipe work and fitting up to ground level as detailed on the drawing or in this specification. Al pipe work shall be adequately supported and secured to the tank structure. The washout pipe will have a bend leading to a reasonable place where the drainage will not interfere with the structure.

The inflow outflow and washout pipes shall be fixed against the tower structure so as to facilitate fixing and good support.

All pipe work shall be medium grade galvanized steel and must conform with BS 1987
1967 class ‘B’

The sub-contractor shall provide high pressure ball valve capable of coping with the maximum area's local water supply pressure.

Access Ladder

Internal ladder shall be supplied for the tank and shall be fixed adjacent at the manhole but easily removable for cleaning the inside of the tank (i.e hooked connection).

The tanks shall be provided with an external ladder leading to the manhole and complying to BS 4211. The stringers shall be parallel, minimum width 15 inches apart and of flat bar of minimum dimensions 1½" by 2/8 inches. The rugs shall be of round bars not less than ¾ inches diameter and the distance between centers shall be 9 – 10 inches. The external ladder shall be fitted with safety hoofs made to conform with BS 4211.

Platform

The tower is to have a periphery walkway at tank level having minimum width of 600mm clear between the edge of the tank and the inside of the protective safety handrail. The platform is to be provided with a steel chequered place floor of similar approved and to be completely sealed so as not to allow anybody or items such as bolts and spanners to fall on persons on the ground.

All loading for the design of such platform are to be provided in the structural calculations.

Painting

The tank shall be painted inside with one coat of bituminous non-toxic paint (or any other equivalent and approved) and on the outside with coat of primer before erection. After erection, the tank inside shall be painted with two coats of aluminium paint. The other structures shall be cleaned and painted one coat lead oxide or red lead before erection and two coats of aluminium paints after erection.

All the painting shall be approved by the Engineer.

Erection

The sub-contractor shall erect the tank complete, on foundation prepared and designed by others and with all necessary pipes, ladders, tower etc. as listed herein and shown on the drawing.

The main contractor shall prepare the foundation to the sub-contractor's and M.T.I.H&UD Structural Department's details. The main contractor shall also concrete or grount in the HD bolts to the sub-contractor's requirements.

Booster pumps

2 No. electrically operated pumps capable of pumping
5.38 Litres per second (65 gallons per minute) of water against 28 metres static head shall be installed. The pumps to be as GRUNDFOS MODEL CR – 16-30 or equal and approved.

Each pump shall be directly driven by a three phase motor, the pump motor being mounted on a common base.

Pump casing shall be manufactured from good quality cat iron and impellers, shafts and other material in contract with water shall be of corrosion resistant metal. The pumps shall be suitable for pumping filtered water treated for human consumption.

The motor shall be completed protected against possible damage due to entry of water, dust etc. the shall be fitted with glands for the entry of PVC armoured cables with overall PVC sheath. The completed cable connection to the motor terminal box shall be proof against ingress of water or dust.

The pump shall be mounted on concrete plinth which shall be constructed by the main contractor in accordance with specifications form the sub-contractor.

Holes for holding down bolts shall be left in concrete and after the concrete has cured the pumps shall be placed in position and bolts grounded into position. A grout shall be floated under pump motor base to ensure an even surface for the pump to rest upon.

Electrical works

It shall be the responsibility of the sub-contractor to provide all electrical wiring between all items of his sub-contract works to ensure the correct functioning of his equipment. The sub-contractors electric works shall start from nearest electrical isolator.

Control panel

The sub-contractor shall provide an electric control panel and shall be responsible for its fixing and satisfactory operation. The panel shall be fabricated from minimum thickness. 1.2mm steel sheet and finished grey stoved enamel. The panel shall be wall mounted with a removable hinged front access panel. Motor control switch gear shall be of approved type. The panel shall have an integral isolator.

Pump changeover shall be automatic alternating after each duty cycle. A green ‘running’ red ‘trip’ lamp shall be provided for each pump. The control system (float switches etc) shall be energized when a pump is started.

The motor system shall be wired so that t hey operate only automatically as called for by the switches except that starter push button shall be connected so as to enable the pumps to be started and run and cease to run when the push button is allowed to its normal position.

An emergency stop button shall be located adjacent to each pump.

The level regulator shall be wired and set in such a manner that the duty pumps shall be called to start when the high level tank is full.

The electrode in the low level tank shall override instructions form high level regulator and stop when the water is approximately 600mm high.

Where a three-phase motor is used, a single phasing protector shall be provided if the motor does not have one.

A phase failure relay shall be installed in 3 phase – operated pumps.

Testing

Testing shall be done by filling the tank with water after erection. The water will be from the local supply and the main contractor shall apply from the Authority for connection. Testing shall be witnessed by the Project Manager or his representative.

Guarantee

The sub-contractor shall guarantee the tanks against leaks, and the tower for a period of (12) months form the testing date. Any damage incurred due to bad workmanship shall be made good by the contractor.

SCHEDULES

Introduction

The tenderer shall complete all schedules. The schedules shall be read in conjunction with the specification. The GRAND TOTAL of prices in the main summary of prices schedule shall be deemed to have been included in another part of section.

Note:-

The lit of recommended initial spare parts prices are to be submitted separately on tenderer's own paper. The spares prices are not to be included in the GRAND TOTAL or prices as the spares are an extra item only to be purchased if and when convenient to the Government of Kenya.

All prices shall be in Kenya shillings and shall be inclusive of all taxes and duties current at the time of tendering.

PROPOSED GOVERNOR'S RESIDENCE

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				
	Water Closet Pan				
A	Water closet suite in white complete with horizontal outlet, inlet connection to the water closet pan and S-trap outlet..All to be as Floor Standing Duravit: DuraStyle: BTW WC Pan: 57cm, White #2150090000or approved equivalent.	No	2		
B	**concealed Cistern** for the above water closet complete with the round cover plate to be as Duravit: DuraSystem Concealed Cistern With Frame or approved equivalent complete with chrome plated finish set and all assocaited accessories	No	2		
C	800mm long approved **towel rail**, CP, plugged and screwed into the wall.To be as Tapis or approved equivalent	No	1		
	Water Closet (WC) Suite -Testing Only				
D	**Test Installed** Close-coupled WC suite with 'P'-trap in approved colour complete with horizontal outlet to BS 3402 with 6.5 litre valveless low level ceramic cistern and fittings including siphon, 15mm diameter side inlet ball valve, 20mm diameter side overflow, plastic flush bend, dual flush system, inlet connection, chrome-plated flush button and heavy plastic seat and cover with metal top fixed (chrome plated) hinges. All to be as Tapis water closet or equal and approved.	No	2		
	Total c/f to next page				

PROPOSED GOVERNOR'S RESIDENCE

Item	Description	Unit	Qty	Rate (Kshs)	Amount (Kshs)
	Total b/d from previous page				**0.00**
A	**Toilet roll holder** Toilet roll holder crome plated of capacity 230mm made of steel with white epoxy finish to be as Mediclinic model PR0783 or approved equivalent.	No	2		
B	**Robe hook** Chrome plated Robe hook complete with concealed screw to be as Mediclinic or approved equivalent.	No	2		
C	Wall mounted **toilet brush holder and brush** of crome plated of AISI 304 steel with bright finish to be as Mediclinic model or approved equivalent.	No	2		
D	**Arabic Shower** Standard Arabic shower (shattaf or bidet sprayer) specifications typically include a 1.2-meter flexible stainless steel hose, a 1/2-inch standard connection size, and an operating water pressure range of 0.5 to 5 bar. Ergonomic hand lever for precise, press-to-release water flow. Included angle/T-valve to shut off supply and prevent constant hose pressure	No	2		
E	**Countertop wash hand basin** size 545 x 425mm with one tap hole, 32mm diameter chrome plated chain waste, chain stay hole, 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	3		
C	**Mirrors** 6mm thick polished plate glass, back lit LED mirrror with beveled edges, size 900mm diameter plugged and screwed to wall with 4No. Chrome plated chrome capped screws and 5mm thick foam back nest.	No.	2		
H	**Wash hand basin Mixer tap** chrome plated non-conculsive time delay press action pillar mixer tap as Tapis model or equal and approved.	No	3		
	Total c/f to next page				

PROPOSED GOVERNOR'S RESIDENCE

Item	Description	Unit	Qty	Rate (Kshs)	Amount (Kshs)
	Total b/d from previous page				**0.00**
A	**Toothbrush Holder:** Wall mounted tooth brush holder with double tumbler and chrome plated or mate black finihsed frame to be as Tapis or approved equvalent	No	1		
C	**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		
D	**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		
E	15mm diameter x 300mm long **flexible connectors** complete with integral chrome plated angle valve as Cobra or equal and approved.	No	8		
F	**Kitchen Sink**: Double Bowl, Double Drainer stainless steel heavy duty kitchen sink. Size 1200 x 500mm as manufactured by ASL, bowl size 430 x 420 x 200mm deep complete with chrome plated 40mm waste fittings, plugs, chain stays, overflow,1No. chrome plated sink mixer tap with over-arm swivel spout as Cobra model 166/04 with carina handle, and 40mm diameter chrome plated bottle traps with 75mm deep seal and chain waste fitting.	No	1		
G	**Kitchen Extraction Hood:** Supply and deliver brand new Bosch kitchen extractor hood featuring multi-speed touch/push-button controls, integrated LED working lights, washable metal grease filters, and capability for both ducted or recirculating operation complete with manufacturer documentation.	No	1		
	Total for Sanitary Fittings for Ground Floor carried to Collection Page				

PROPOSED GOVERNOR'S RESIDENCE

FIRST 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 Pan** Water closet suite in white complete with horizontal outlet, inlet connection to the water closet pan and S-trap outlet..All to be as Floor Standing Duravit: DuraStyle: BTW WC Pan: 57cm, White #2150090000or approved equivalent.	No	4		
B	**concealed Cistern** for the above water closet complete with the round cover plate to be as Duravit: DuraSystem Concealed Cistern With Frame or approved equivalent complete with chrome plated finish set and all assocaited accessories	No	4		
C	**Toilet roll holder** Toilet roll holder crome plated of capacity to be Double rol of minimum length 246mm made of steel with a top platform of minimum width 110mm and 10mm depth finish to be as Mediclinic or approved equivalent.	No	4		
B	**Robe hook** Chrome plated Robe hook complete with concealed screw to be as Mediclinic or approved equivalent.	No	4		
D	Wall mounted **toilet brush holder and brush** of crome plated of AISI 304 steel with bright finish to be as Mediclinic model or approved equivalent.	No	4		
C	**Water Closet (WC) Suite -Testing Only** 800mm long approved **towel rail**, CP, plugged and screwed into the wall.To be as Tapis or approved equivalent	No	4		
E	**Test Installed** Water closet suite in white complete with horizontal outlet, inlet connection to the water closet pan and S-trap outlet. All to be as Wall Hang Durastyle D-Code model or approved equivalent and the WC Flush valve for the above water closet complete with the round cover plate Concealed cistern	No	1		
	Total c/f to next page				

PROPOSED GOVERNOR'S RESIDENCE

Item	Description	Unit	Qty	Rate (Kshs)	Amount (Kshs)
	Total b/d from previous page				**0.00**
A	**Arabic Shower** Standard Arabic shower (shattaf or bidet sprayer) specifications typically include a 1.2-meter flexible stainless steel hose, a 1/2-inch standard connection size, and an operating water pressure range of 0.5 to 5 bar. Ergonomic hand lever for precise, press-to-release water flow. Included angle/T-valve to shut off supply and prevent constant hose pressure	No	4		
B	**Wash hand basin** size 610 x 400 mm with one tap hole, 32mm diameter chrome plated chain waste, chain stay hole, heavy duty chrome plated bottle trap (32mm 'P' trap) with 75mm seal. To be of Durastyle Vanity Sink washhand basin or equal and approved.	No	5		
C	**Mirrors** 6mm thick polished plate glass, back lit LED mirrror with beveled edges, size 900mm diameter or approved equivalent plugged and screwed to wall with 4No. Chrome plated chrome capped screws and 5mm thick foam back nest.	No.	5		
E	**Wash hand basin Mixer tap** chrome plated non-conculsive time delay press action pillar mixer tap as Tapis model or equal and approved.	No	5		
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	2		
	Total c/f to next page				

PROPOSED GOVERNOR'S RESIDENCE

Item	Description	Unit	Qty	Rate (Kshs)	Amount (Kshs)
	Total b/d from previous page				
A	**Shower Cubicle**: Supply, deliver, and install complete frameless shower cubicle size 900 × 1200 × 1900 mm high, made of minimum 10mm thick clear tempered safety glass, inclusive of heavy-duty chrome-plated brass hinges, handles, and bottom latex water-sealing strips to prevent leakage, fixed securely to wall and plinth provided on the finished floor as per architectural drawings/instructions	No	0		
C	4-way finish set concealed **shower mixer**. The shower shall be as "Hansgrohe " or approved equivalent	No	5		
D	Concealed **universal body 4-way** for shower mixer. The concealed body shall be as "Hansgrohe Ibox installation" or approved equivalent	No	5		
E	Chrome plated S**hower Sprout** as Tapis or approved equivalent	No	5		
G	15mm diameter **shower Arm** as Kohler or approved equivalent	No	5		
H	200mm diameter **shower rose/head** to be Kohler or approved equivalent	No	5		
	Total for Sanitary Fittings for First Floor carried to Collection Page				

Item	Description	Unit	Qty	Rate (Kshs)	Amount (Kshs)
	PLUMBING PIPEWORKS 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	120		
B	32mm ditto	Lm	180		
C	40mm ditto	Lm	78		
D	50mm ditto	Lm	32		
	Bends				
E	25mm ditto	No	60		
F	32mm ditto	No	85		
G	40mm ditto	No	12		
H	50mm ditto	No	8		
	Tees				
	Total Carried to Next Page				

Item	Description	Unit	Qty	Rate (Kshs)	Amount (Kshs)
	Total carried forward from previous page				
A	40mm diameter equal tee	No	60		
B	32mm diameter equal tee	No	45		
C	25mm diameter equal tee	No	12		
	Reducers				
D	40 x 32mm diameter reducer	No	15		
E	40 x 25mm diameter reducer	No	7		
F	50 x 40mm diameter reducer	No	9		
G	32 x 25mm diameter reducer	No	9		
	Unions				
H	25mm ditto	No	22		
	32mm ditto	No	31		
I	40mm ditto	No	5		
J	50mm ditto	No	3		
	Gate Valves				
K	25mm ditto	No			
L	32mm ditto	No	6		
M	40mm ditto	No	2		
O	50mm ditto	No	2		
	Testing and Commissioning				
P	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 (Kshs)
	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 mUPVC pipe for connection to sewer	78	Lm		
A	100mm diameter heavy gauge grey mUPVC pipe	52	Lm		
B	50mm diameter waste pipe	72	Lm		
C	40mm diameter waste pipe	40	Lm		
D	32mm diameter waste pipe	40	Lm		
	Bends				
E	100mm diameter long radius bend	12	No.		
F	100mm diameter sweep bend	6	No.		
G	50mm diameter sweep bend	6	No.		
H	40mm diameter sweep bend	6	No.		
	Tees				
I	50mm diameter sweep tee	2	No.		
J	40mm diameter sweep tee	2	No.		
	Floor Drain				
K	40mm four way floor trap with heavy duty chrome plated square cover	15	No.		
	Access Caps				
L	50mm diameter access cap	8	No.		
M	40mm diameter access cap	4	No.		
N	100mm diameter WC connector	6	No.		
	Weathering Slates and Vent Cowls				
O	100mm diameter weathering slate and apron.	1	No.		
P	100mm diameter vent cowl	1	No.		
	Storm Water Disposal				
Q	100mm diameter heavy gauge golden brown mUPVC pipe with associated fittings for storm water disposal	48	Lm		
R	150mm diameter mUPVC fulbora with 150 by 110mm reducer	4	No.		
	Manholes and Gulley Traps				
S	Allow for construction of 600x450mm manholes with mahole covers	4	No.		
T	Allow for construction of Gulley Traps complete with covers	3	No.		
	Total carried to collection page				

PROPOSED GOVERNOR'S RESIDENCE

COLLECTION PAGE			
Item	**Description**		**Amount (Kshs)**
1	Total for internal plumning works pg 18	……	
2	Total for internal Drainage works pg 19	……	
Total Plumbing and Drainage Works c/f to summary page			

PROPOSED GOVERNOR'S RESIDENCE

Item	Description	Unit	Qty	Rate (Kshs)	Amount (Kshs)
	GENERAL ITEMS				
	Testing and Commissioning				
I	Allow for setting to work, testing and commissioning of the whole plumbing system to the satisfaction of the Engineer	Item	1		
	The contractor shall ensure pricing of items below is not limited to items described below but includes all clauses of Part A of this document.				
J	Prepare and submit Maintenance Manuals for all items installed.		Item		
K	Allow for Testing & Commissioning of all plumbing & drainage works to the satisfaction of the Engineer.		Item		
L	Acquire and submit Insurance for the sub-contract work.		Item		
M	Allow for presentation of all the required samples as per specifications, Bills of Quantities and Drawings.		Item		
N	Prepare and submit Working Drawings and as installed drawings as follows:-				
i)	7 No. Final hard copies of working drawings in A1 (Scales 1:50, 1:25) to Engineer (2 copies), Architect (1 copy), Quantity Surveyor (1 copy), Client (2 copies), Contractor (1 copies). **(Note: Full set of drawings to be presented as per drawing list).**		Item		
	Total C/F to Summary Page				**-**

PROPOSED GOVERNOR'S RESIDENCE

COLLECTION PAGE FOR SANITARY FITTINGS

Item	Description	Amount (Kshs)
1	Total for Sanitary Fittings for Ground Floor carried forward	
2	Total for Sanitary Fittings for First Floor carried forward	
3	Total for Internal Plumbing and Drainage PipeWorks for ground and first floor carried forward	
Total Sanitary fittings,Internal Plumbing and Drainage InstallationWorks Carried to Main Summary Page		

PROPOSED GOVERNOR'S RESIDENCE
RAISED WATER TANK , BOOSTER PUMPS AND ASSOCIATED PIPEWORKS

	RAISED WATER TANK , BOOSTER PUMPS AND ASSOCIATED PIPEWORKS				
Item	**Description**	**Unit**	**Qty**	**Rate**	**Amount**
A	**Water Storage Tank**				
B	2No. Vertical close end plastic moulded tank of capacity 10000litres and diameter 3140 x 2440mm high. The tank to be assembled complete with cover and having screwed connections for inlet, outlet, overflow, medium pressure ball valve, drain pipes and any other necessary item for its proper functioning. The tank to be fitted with 63mm diameter washout. The tank shall be mounted on a platform (Water tower built to SE details) and shall be as ROTO Model or approved equivalent.	No	1		
C	Water Tower built to Structural Engineer details. 9 meters high with a platforms each of 2No. Water tanks of 10,000 litres capacity each.	Rate	0		
D	Float switch regulator	No	1		
E	50mm diameter high pressure ball valve	No	1		
F	BOOSTER PUMPS Set of automatic electrically driven twin booster pump. One duty and the other one standby with automatic changeover , capable of delivering upto $1m^3/hr$ against a head of 15 meter. 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 Grundfos model or approved equivalent. Pump to be installed on mild steel platform mounted on concrete plinth inside a pump house to be provided by others.	Set	0		
	Total for Tanks and Booster Pump carried to next Page				

PROPOSED GOVERNOR'S RESIDENCE
RAISED WATER TANK , BOOSTER PUMPS AND ASSOCIATED PIPEWORKS

Item	Description	Unit	Qty	Rate	Amount
	Total b/d from previousPage				
A	**Control panel** for above pumps 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. All these shall be housed in a lockable cabinet (with integral isolator) made from SWG 18 mild steel sheet that is oven powder coated . There shall also be an adjustable time delay switch to ensure pumping cycles are controlled to not more than 6 per hour, cables, low level cut-out switch in low level tank and regulator. Each pump should run for twelve hours per day.	Item	0		
B	Allow for **electrical works** wiring and fitting to pumps, control panel and float switches from Isolator provided by others	Item	0		
C	**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.				
D	**Pipework** 63mm Diameter PPR Pipe PN24	Lm	0		
E	**Gate Valve** 63mm diameter approved rising stem full way high pressure flanged gate valve with wheel and jointing to tubing	No	0		
	Total carried forward to the next page				

PROPOSED GOVERNOR'S RESIDENCE
RAISED WATER TANK , BOOSTER PUMPS AND ASSOCIATED PIPEWORKS

Item	Description	Unit	Qty	Rate	AMOUNT
	Total C/F from the previous page				
	Tees				
A	63mm ditto PPR PN24	No	0		
B	63 x 50mm unequal tee	No	0		
	Bends/Elbows				
C	65mm diameter bend/elbows	No	0		
D	50mm ditto	No	0		
	Valve Chamber				
E	Valve chamber size 750 x 750 x 600mm deep with 100mm concrete (1: 3: 6) base 100mm block sides rendered all round in cement and sand (1:4) and with approved hinged and flanged cast iron cover and frame including all necessary excavation, disposal and form work.	No	0		
F	Allow for excavation for the existing pipework at tee and valve points to connect with existing pipework.	Item	0		
	Indicator Plates				
G	Standard precast concrete Sluice valve marker post marked 'SV' set in concrete (1:3:6) base, including formwork, excavations backfilling and disposal. The plate to be painted with blue gloss oil paint.	No	0		
	Total carried forward to the next page				

PROPOSED GOVERNOR'S RESIDENCE
RAISED WATER TANK , BOOSTER PUMPS AND ASSOCIATED PIPEWORKS

Item	Description	Unit	Qty	Rate	AMOUNT(Kshs)
	Total C/F from the previous page				
	GENERAL ITEMS				
	Sterilization				
A	Allow for flushing out and sterilizing the whole system with chlorine to the satisfaction of the Project Engineer.	Item	0		
	These items consist of preliminaries and general Conditions as described in Part A of this document.				
	The contractor shall ensure pricing of items below is not limited to items described below but includes all clauses of Part A of this document.				
B	Prepare and submit Maintenance Manuals for all items installed.		Item		
C	Allow for Testing & Commissioning of all plumbing & water tanks installation works to the satisfaction of the Engineer.		Item		
D	Acquire and submit Insurance for the sub-contract work.		Item		
E	Allow for presentation of all the required samples as per specifications, Bills of Quantities and Drawings.		Item		
F	Prepare and submit Working Drawings to the approval of the Structural Engineer and as installed drawings as follows:-				
i)	7 No. Final hard copies of working drawings in A1 (Scales 1:50, 1:25) to Engineer (2 copies), Architect (1 copy), Quantity Surveyor (1 copy), Client (2 copies), Contractor (1 copies).		Item		
	(Note: Full set of drawings to be presented as per drawing list).				
Total for Tanks,Booster Pump and associated pipework Carried Forward to the Main Summary Page					

FIRE FIGHTING INSTALLATIONS

Item	Description	Unit	Qty	Rate (Kshs)	Amount (Kshs)
	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.				
	Portable Fire Extinguishers Supply, deliver, install, test and commission the following portable fire extinguishers and conforming to				
A	**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	2		
B	**Carbon Dioxide Gas Fire Extinguisher** 5 Kg carbon dioxide gas portable fire extinguisher complete with pressure gauge, initial charge and mounting brackets.	No	2		
C	**Dry Chemical Powder Fire Extinguisher** 6kg dry chemical podwer portable fire extinguisher complete with pressure gauge, initial charge and mounting brackets.	No	2		
D	**Fire Blanket** Emergency fire blanket of dimensions 1200mm x 1200mm	No	2		
E	**Manual Alarm Bell** 9" (225mm) manual operated alarm bell (Gong)	No	1		
F	**Fire Notices** Allow for fire instructions as directed by the Project Engineer.	No	2		
G	**Fire Extinguishing Balls** 4Kg Fire Extinguishing Ball strategically located in the Kitchen with the Support frame properly anchored and the ball installed as would be directed by the Engineer	No	2		
	Total carried to Summary Page				

Item	Description	Unit	Qty	Rate (Kshs)	Amount (Kshs)
	SUMMARY PAGE FOR FIRE PROTECTION				
Item	**Description**				**Amount (Kshs)**
1	Total carried forward from Hosereel and Portables Collection				
Total for Fire Fighting Installation Works Carried Forward to the Main Summary Page					

Amount in words…….....

……..……

Tenderer's Name and Stamp

……..……..……

Address ……...……

Period To Execute The Works ……..……..……...……

Telephone No ….……..……..……

Mobile Phone No. ….……...……. …..

Tenderer's V.A.T No ….……..……

Tenderer's P.I.N No ….……...…

Tenderer's Signature …… Date……..……...……

Witness Signature ……... Date……..……..……

MAIN SUMMARY PAGE FOR MECHANICAL INSTALLATION WORKS

Item	Description	Cost (Kshs)
1	Total For Sanitary Fittings,Internal Plumbing and Drainage Installations Works Carried Forward from Page PND-30……...……	
2	Total For Water Reticulation and Roof Water Storage Tanks Installations Works Carried Forward from Page H-3……..	
3	Total For Fire Fighting Installations Works Carried Forward from Page F-7……...……..……	
4	Allow for Testing, sample inspection and supervision of all the above works	
	Total Cost For Mechanical Installation Works Carried to Form of Tender	

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……..…

BILL NO. 6
PROVISIONAL SUMS

PROPOSED CONSTRUCTION OF GOVERNOR'S RESIDENCE

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	PROVISIONAL SUMS				
A	Allow a provisional sum of Seven hundred and fifty thousand (Kshs 750,000) for routine inspection, samples, documentations, testing, issuance of instructions and generation of built drawings in connections with the works.		SUM		
B	Allow a provisional sum of Two hundred and fifty thousand shillings (Kshs.250,000) to cover costs associated with compliance to professional standards, CPD training, professional affiliations, and attendance at industry summits, as required by the Architects and Quantity Surveyors By-laws, 2020 and Legal Notice No. 202 of 6th November 2020.		SUM		
C	Allow a provisional sum of Five hundred thousand shillings (Kshs.500,000) for demolition of existing structures as will be directed onsite, dispose arising debris and make good to affected areas to the Project manager's approval		SUM		
	Total Carried to Grand Summary				**-**

GRAND SUMMARY

DESCRIPTION	Tenderer`s Amount Kshs.	Official Use Only Kshs.
GRAND SUMMARY		
Bill NO.1- PARTICULAR PRELIMINARIES & GENERAL PRELIMINARIES		
Bill NO.2 -BUILDER'S WORK	-	
Bill NO.3 -EXTERNAL WORK	-	
Bill NO.4 -ELECTRICAL WORKS	-	
Bill NO.5 -MECHANICAL WORKS	-	
Bill NO.6 -PROVISIONAL SUMS	-	
SUB-TOTAL	-	
GRAND TOTAL		

Amount in words : ……

……

Tenderer`s signature and stamp……

……

Address ……

……

Date : ……..……..

Witness`s name : ……

Signature…….....……

Address…….....……..

PROPOSED GOVERNOR'S RESIDENCE

-design proposal-

August 2026

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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.

WATER PROOFING & DAMP PROOFING
DPC's under all walls and screen walls to 150m above finished ground level. DPC's under all sills, behind weather boards and under ridge tiles. Vertical DPC's to all changes in floor level.

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PROJECT

PROPOSED GOVERNOR'S RESIDENCE

ARCHITECT

Department of Public Works
P.O Box 6 -40200, Kisii

SIGN:

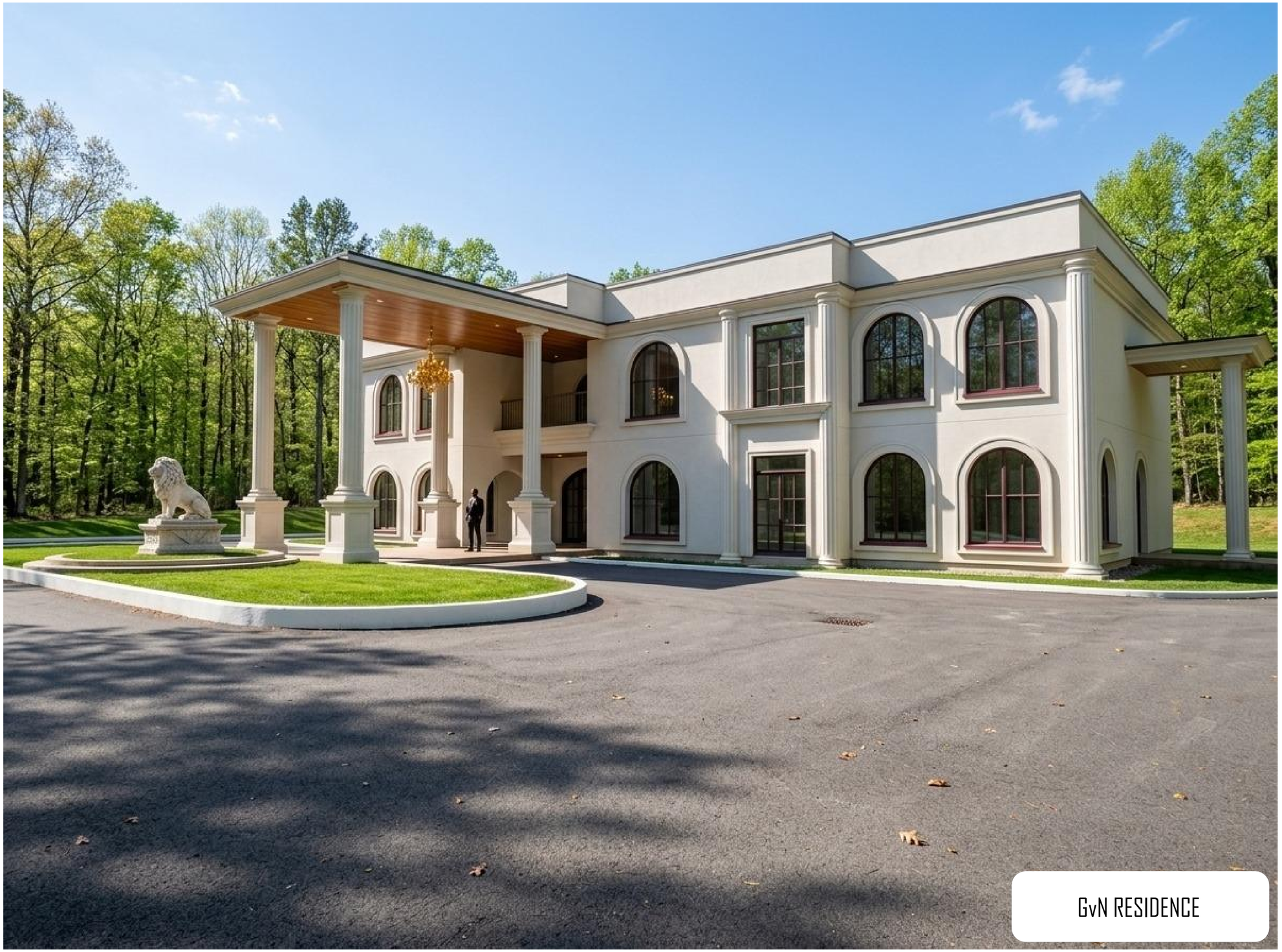
CLIENT

KISII COUNTY GOVERNMENT
P O Box 406 - 40200 , KISII

SIGN:

SHEET TITLE | SHEET

Our vision



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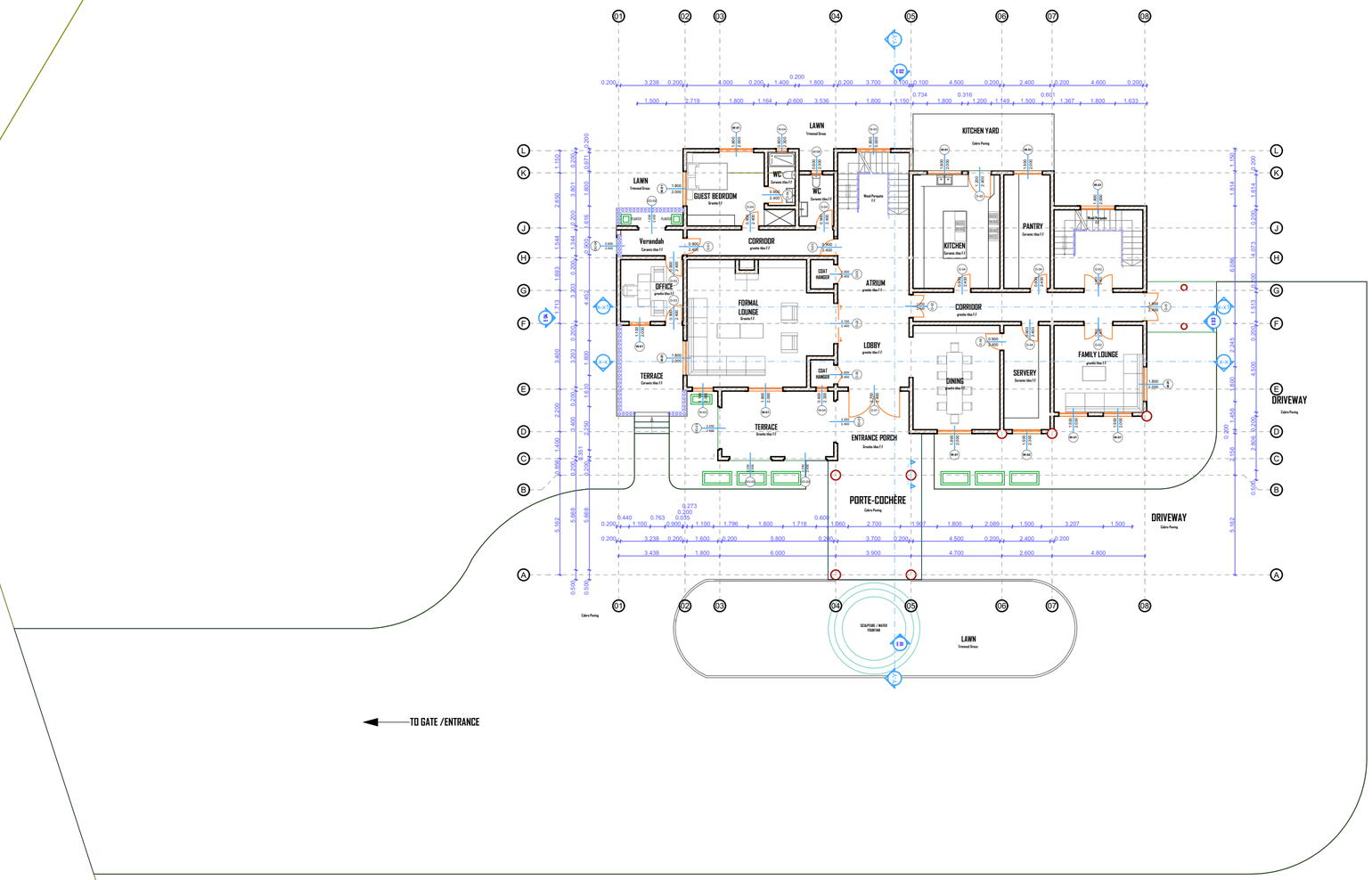
Site Plan



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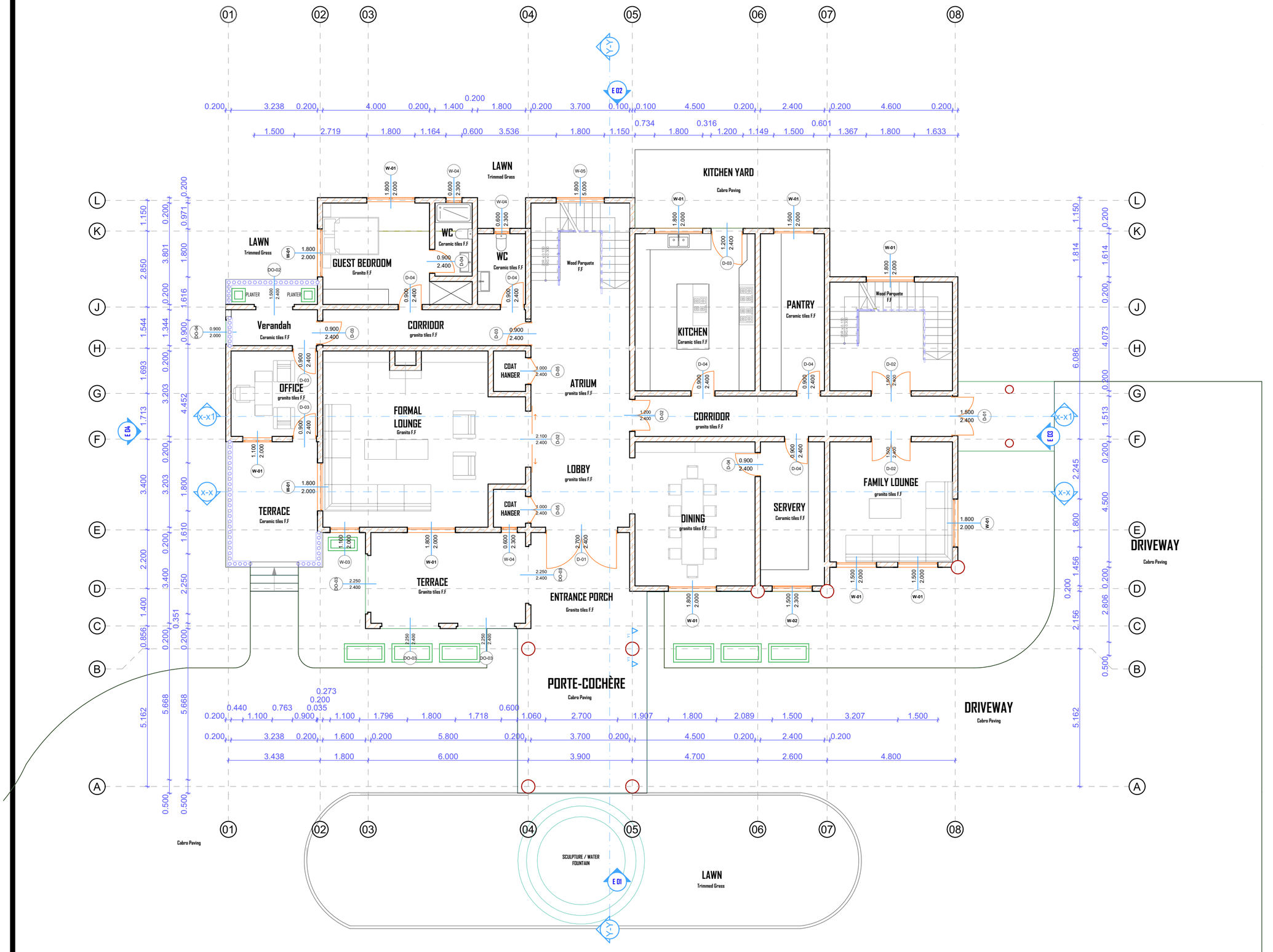
Ground Floor



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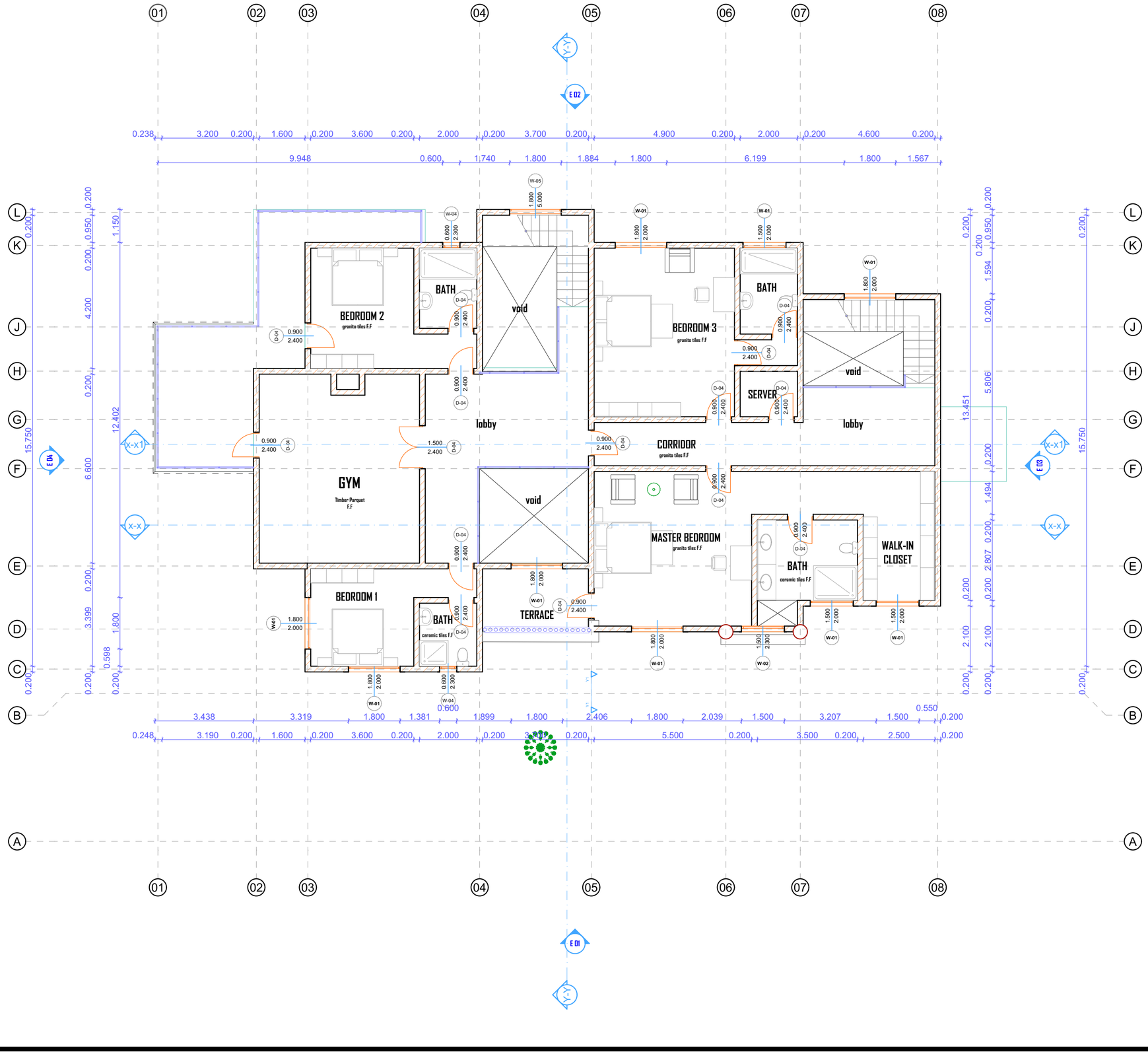
First Floor



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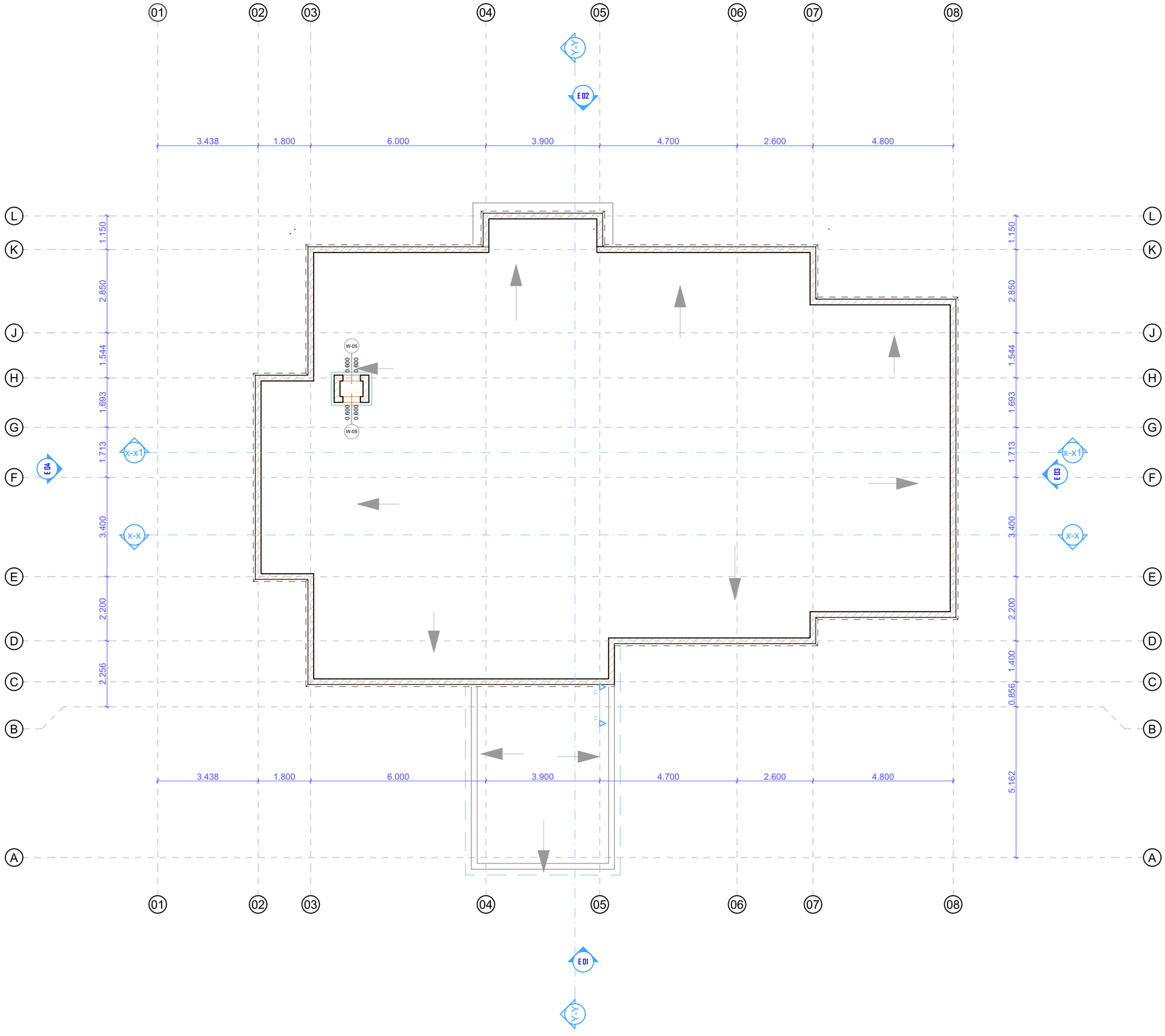
Roof plan



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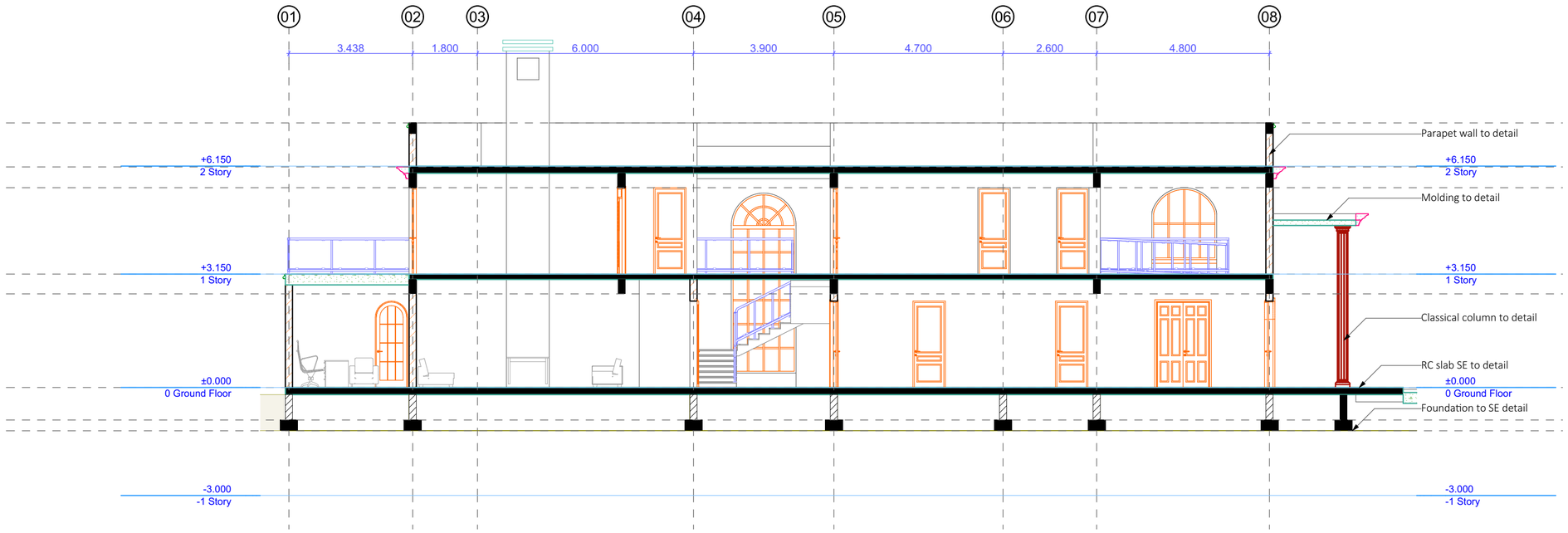
Sections



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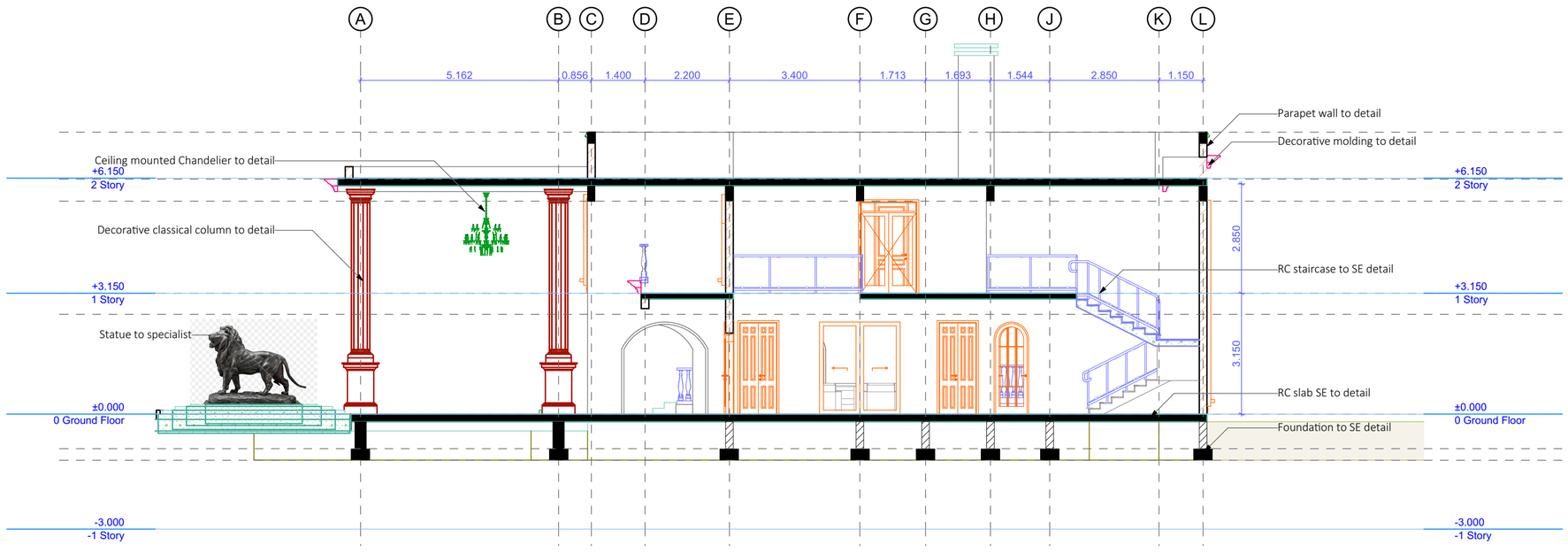

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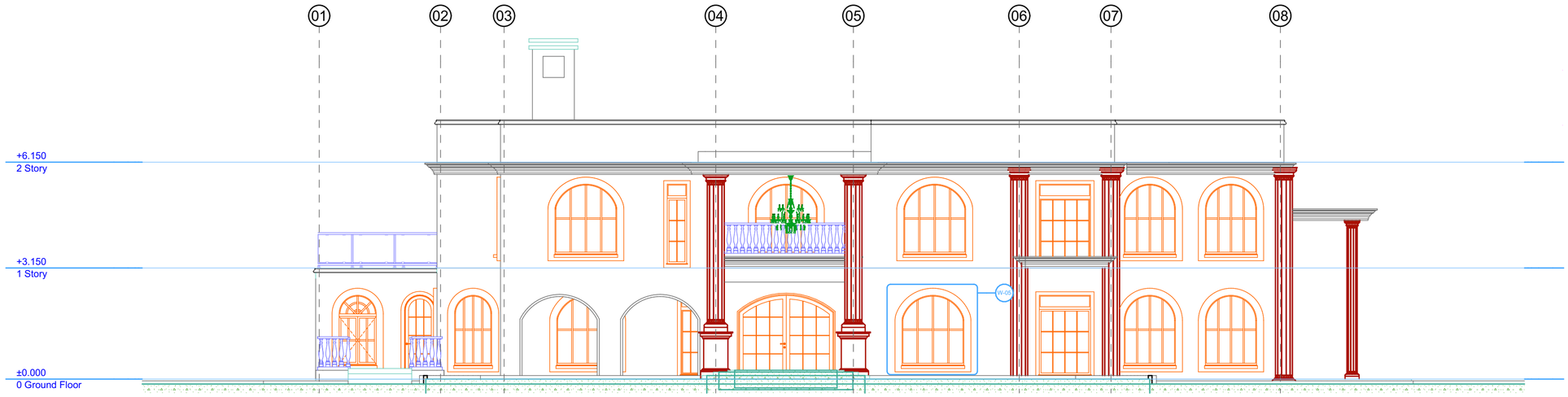
Elevation 01 & 02



E01 E 01 (2) 1:100



E02 E 02 (2) 1:100

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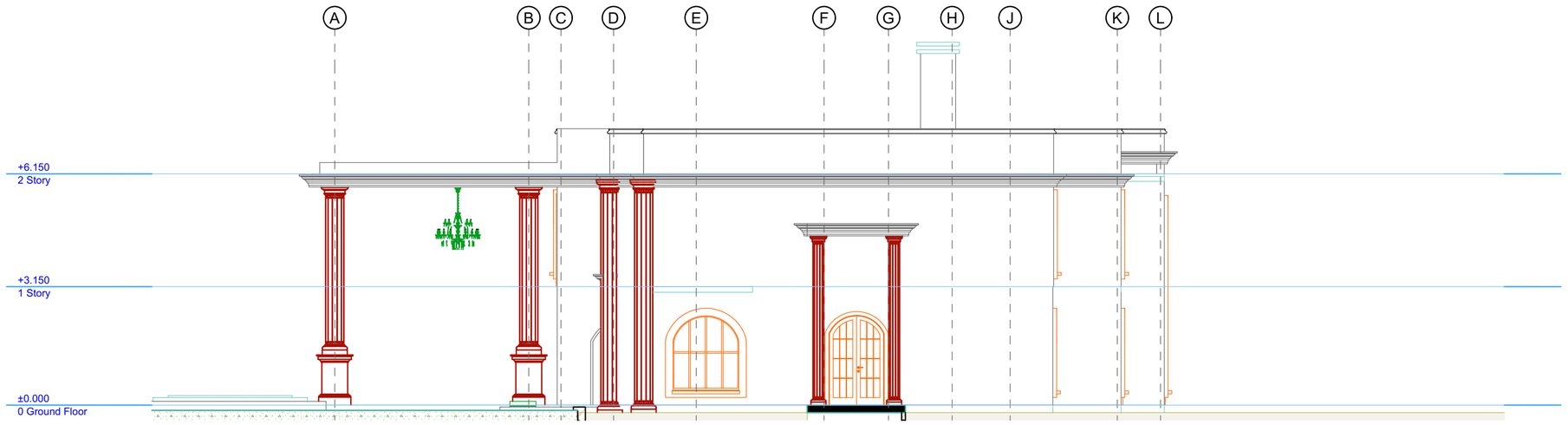

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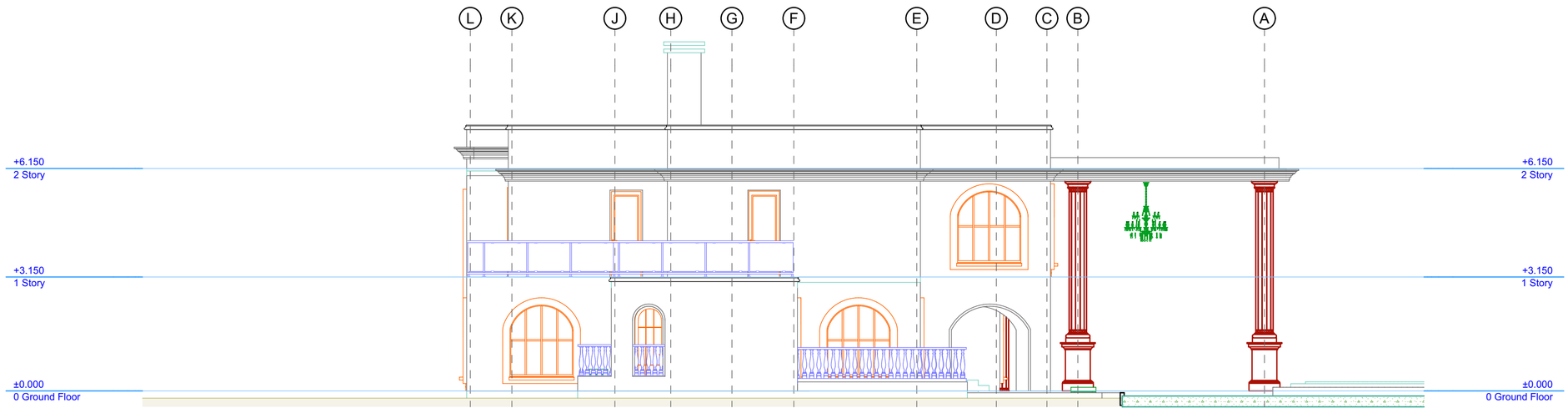

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All soil pipes to be 100mm diameter glazed earthen ware or PVC drains and to have a minimum fall of 1:60. top of any drain to be at least 300mm below GL. Waste pipes to be 50mm internal diameter.

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.

WATER PROOFING & DAMP PROOFING
DPC's under all walls and screen walls to 150m above finished ground level. DPC's under all sills, behind weather boards and under ridge tiles. Vertical DPC's to all changes in floor level.

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PROJECT

PROPOSED GOVERNOR'S RESIDENCE

ARCHITECT

Department of Public Works
P.O Box 6 -40200, Kisii

SIGN:

CLIENT

KISII COUNTY GOVERNMENT
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