INDEPENDENT ELECTORAL AND BOUNDARIES COMMISSION

TENDER DOCUMENT

TENDER NO : IEBC/WKS/OT/20/05/2020-2021

PROPOSED PHASED REFURBISHMENT OF A GO DOWN ASSOCIATED WITH MECHANICAL AND ELECTRICAL WORKS FOR THE INDEPENDENT ELECTORAL AND BOUNDARIES COMMISSION AT SUPPLIES BRANCH INDUSTRIAL AREA A LONG LIKONI ROAD.

CLOSING DATE: WEDNESDAY, 6TH JANUARY, 2021

AT 11.00 AM EAST AFRICAN TIME

The Independent Electoral and Boundaries Commission (IEBC)
Anniversary Building,

Off University Way,
P.O. Box 45371-00100

Nairobi

Website: www.iebc.or.ke

TABLE OF CONTENTS

SECTION I – INVITATION TO TENDER 1
SECTION II - INSTRUCTIONS TO TENDERERS 3
2.1 General/Eligibility/Qualifications/Joint venture/Cost of tendering 3
2.2 Cost of tendering 5
2.3 Contents of tender documents 5
2.4 Clarification of Documents 6
2.5 Amendment of documents 6
2.6 Language of tender 7
2.8 Form of Tender 7
2.9 Tender Prices 7
2.10 Tender Currencies 8
2.11 Tenderers Eligibility and Qualifications. 8
2.12 Tender Security 9
2.13 Validity of Tenders 9
2.14 Format and Signing of Tender 10
2.15 Sealing and Marking of Tenders 10
2.16 Deadline for Submission of Tenders 11
2.17 Modification and withdrawal of tenders 11
2.18 Opening of Tenders 11
2.19 Clarification of tenders 12
2.20 Preliminary Examination and Responsiveness 12
2.21 Conversion to a single currency 13
2.22 Evaluation and comparison of tenders. 13
2.23. Contacting the procuring entity 14
2.24 Award of Contract 14
2.25 Notification of award 16
2.26 Signing of Contract 16
2.27 Performance Security 16
2.28 Corrupt or Fraudulent Practices 16
SECTION III - GENERAL CONDITIONS OF CONTRACT 20
3.1 Definitions 20
3.2 Interpretation 22
3.3 Language and Law 23
3.4 Project Manager's Decisions 23
3.5 Delegation 23
3.6 Communications 23
3.7 Subcontracting 23
3.8 Other Contractors 23
3.9 Personnel 24
3.10 Works 24
3.11 Safety and Temporary Works 24
3.12 Discoveries 24
3.13 Work Program 25

3.14 Possession of Site 25
3.15 Access to Site 25
3.16 Instructions 25
3.17 Extension or Acceleration of Completion Date 26
3.18 Management Meetings 26
3.19 Early Warning 26
3.20 Defects 27
3.21 Bills of Quantities 27
3.22 Variations 28
3.23 Payment Certificates, Currency of Payments and Advance Payments 28
3.24 In the event that an advance payment is granted, the following shall apply: - 29
3.25 Compensation Events 30
3.31 Price Adjustment 32
3.32 Retention 33
3.33 Liquidated Damages 34
3.34 Securities 34
3.35 Dayworks 34
3.36 Liability and Insurance 35
3.37 Completion and taking over 36
3.38 Final Account 36
3.39 Termination 36
3.40 Payment Upon Termination 37
3.41 Release from Performance 38
3.42 Corrupt gifts and payments of commission 38
3.43 Settlement of Disputes 39
SECTION IV – APPENDIX FOR SPECIAL CONDITIONS OF CONTRACT 42
SECTION V - SPECIFICATIONS 45
5.1 Notes for preparing Specifications 45
5.2 Evaluation and Comparison of Tenders 46
5.2.1 Preliminary Evaluation 46
5.2.2 Technical Evaluation 47
5.2.3 Financial Evaluation 48
5.2.4 Due Diligence 48
SECTION VI – DRAWINGS 49
SECTION VII - BILL OF QUANTITIES 51
SECTION VIII – STANDARD FORM 170
8.1 FORM OF TENDER 171
8.2 CONTRACT FORM 172
8.3 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM 174
8.4 TENDER SECURITY FORM 180
8.5 PERFORMANCE SECURITY FORM 181
8.6 BANK GUARANTEE FOR ADVANCE PAYMENT 182
8.8 FORM RB 1 184
8.9 ANTI-CORRUPTION DECLARATION FORM 185
8.10 INTEGRITY DECLARATION FORM 186

8.11 SITE VISIT CERTIFICATION FORM 187

SECTION I – INVITATION TO TENDER

24TH DECEMBER, 2020

TENDER NO: IEBC/WKS/20/05/2020-2021

Proposed Phased Refurbishment of a Go Down Associated with Mechanical and Electrical Works for the Independent Electoral and Boundaries Commission at Supplies Branch Industrial Area along Likoni Road.

1.1 The Independent Electoral and Boundaries Commission (IEBC) invites bids from tenderers for the Proposed Phased Refurbishment of a Go Down Associated with Mechanical and Electrical Works for the Independent Electoral and Boundaries Commission at Supplies Branch Industrial Area a Long Likoni Road.

1.2 Interested Eligible candidates may obtain further information from and inspect the tender document at the IEBC Procurement Anniversary Towers Fifth Floor Room No. 525 during normal working hours, Monday to Friday, 8.00a.m. - 1:00 p.m. and 2.00p.m. - 4.30p.m.

1.3 A complete set of tender documents may be obtained by interested candidates by downloading free of charge from IEBC Website at www.iebc.or.ke or www.tenders.go.ke. Tenderers who download the tender documents through the website are advised to register at the Supply Chain Offices or email their contacts through info@iebc.or.ke before the closing date; to allow records and communication for any tender clarifications and addenda.

1.4 The Go Down refurbishment will be done in phases subject to availability of funds as indicated in the appendix to instructions to Tenderers. The successful tenderer will be the one who is lowest evaluated in all the phases.

1.5 Tenderers are advised to make self-arrangement and visit the site and they will be issued with a Pre-tender site visit certificate.

1.6 Tenders must be accompanied by a tender security of **Ksh. 1,500,000** in the form of a BANK Guarantee from a reputable bank or a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the PPRA, payable to the Independent Electoral and Boundaries Commission. Completed tender documents should be enclosed in plain sealed envelopes, marked with tender reference number and addressed to:

The Ag. Chief Executive Officer/Commission Secretary

Independent Electoral and Boundaries Commission (IEBC) Anniversary Towers, University Way, Fifth Floor P O Box 45371-00100 Nairobi.

Website: www.iebc.or.ke

and be deposited in the Tender Box at the Fifth Floor reception, Anniversary Towers, so as to be received on or before Wednesday, 6th January, 2021 11:00 am East African Time.

1.7 Prices quoted should be net inclusive of all taxes and delivery, in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.

1.8 Tenders will be opened immediately thereafter. The tenderers' representatives may access the tender opening proceedings through electronic means via a link that will be provided to bidders hence tenderers' are encouraged to register with the procuring entity once they download the tender document and provide their email address so as to share the link with them.

Ag. Commission Secretary/CEO

SECTION II - INSTRUCTIONS TO TENDERERS

2.1 General/Eligibility/Qualifications/Joint venture/Cost of tendering

2.1.1. The Employer as defined in the Appendix to Conditions of Contract invites tenders for Works Contract as described in the tender documents. The successful tenderer will be expected to complete the Works by the Intended Completion Date specified in the tender documents.

2.1.2. All tenderers shall provide the Qualification Information; a statement that the tenderer (including all members of a joint venture and subcontractors) is not associated or has not been associated in the past either directly or indirectly, with the Consultant or any other entity that has prepared the design, specifications, and other documents for the project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the Works, and any of its affiliates, shall not be eligible to tender.

2.1.3. All tenderers shall provide in the Form of Tender and Qualification Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

2.1.4. In the event that pre-qualification of potential tenderers has been undertaken, only tenders from pre-qualified tenderers will be considered for award of Contract. These qualified tenderers should submit with their tenders any information updating their original prequalification applications or, alternatively, confirm in their tenders that the originally submitted pre-qualification information remains essentially correct as of the date of tender submission.

2.1.5. Where no pre-qualification of potential tenderers has been done, all tenderers shall include the following information and documents with their tenders, unless otherwise stated:

a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the tender to commit the tenderer:
b) Total monetary value of construction work performed for each of the last five years:
c) Experience in works of a similar nature and size for each of the last five years, and details of work under way or contractually committed; and names and addresses of clients who may be contacted for further information on these contracts;

d) Major items of construction equipment proposed to carry out the Contract and an undertaking that they will be available for the Contract.
e) Qualifications and experience of key site management and technical personnel proposed for the Contract and an undertaking that they shall be available for the Contract.
f) Reports on the financial standing of the tenderer, such as profit and loss statements and auditor's reports for the past five years;
g) Evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
h) Authority to seek references from the tenderer's bankers;
i) Information regarding any litigation, current or during the last five years, in which the tenderer is involved, the parties concerned and disputed amount; and
j) Proposals for subcontracting components of the Works amounting to more than 10 percent of the Contract Price.

2.1.6 Tenders submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated:

a) The tender shall include all the information listed in clause 2.1.5 above for each joint venture partner;
b) The tender shall be signed so as to be legally binding on all partners;
c) All partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
d) One of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of all partners of the joint venture; and
e) The execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

2.1.7 To qualify for award of the Contract, tenderers shall meet the following minimum qualifying criteria;

a) Annual volume of construction work of at least 2.5 times the estimated annual cashflow for the Contract;
b) Experience as main contractor in the construction of at least 5 years
c) Two works of a nature and complexity equivalent to the Works over the last 10 years (to comply with this requirement, works cited should be at least 70 percent complete);
d) Proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed as required for the Works;
e) A Contract manager with at least five years' experience in works of an equivalent nature and volume, including no less than three years as Manager; and

f) Liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than 4 months of the estimated payment flow under this Contract.

2.1.8 The figures for each of the partners of a joint venture shall be added together to determine the tenderer's compliance with the minimum qualifying criteria of clause 2.1.7 (a) and (e); however, for a joint venture to qualify, each of its partners must meet at least 25 percent of minimum criteria 2.1.7 (a), (b) and (e) for an individual tenderer, and the partner in charge at least 40 percent of those minimum criteria. Failure to comply with this requirement will result in rejection of the joint venture's tender. Subcontractors' experience and resources will not be taken into account in determining the tenderer's compliance with the qualifying criteria, unless otherwise

2.1.9 Each tenderer shall submit only one tender, either individually or as a partner in a joint venture. A tenderer who submits or participates in more than one tender (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the tenderer's participation to be disqualified.

2.1.10 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

2.2 Cost of tendering

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

2.2.2 The tender document shall be issued free of charge.

2.2.3 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.

2.3 Contents of tender documents

2.3.1 The complete set of tender documents comprises the documents listed below and any addenda issued in accordance with Clause 2.5.1

a) Instructions to Tenderers
b) Form of Tender and Qualification Information

c) Conditions of Contract
d) Appendix to Conditions of Contract
e) Specifications
f) Drawings
g) Bills of Quantities
h) Forms of Securities
i) General Conditions of Contract
j) Special Conditions of Contract
k) Schedule of Requirements
l) Price schedules
m) Contract form
n) Confidential business questionnaire form x) Tender security form
o) Performance security form
p) Declaration form

2.3.2. The tenderer shall examine all Instructions, Forms to be filled and Specifications in the tender documents. Failure to furnish all information required by the tender documents, or submission of a tender not substantially responsive to the tendering documents in every respect will be at the tenderer's risk and may result in rejection of his tender.

2.4 Clarification of Documents

2.4.1. A prospective tenderer making an inquiry relating to the tender documents may notify the Employer in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Employer will only respond to requests for clarification received earlier than **seven (7) days** prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all persons issued with tendering documents, including a description of the inquiry, but without identifying its source.

2.4.2. The Employer shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender

2.5 Amendment of documents

2.5.1 Before the deadline for submission of tenders, the Employer may modify the tendering documents by issuing addenda. Any addendum thus issued shall be part of the tendering documents and shall be communicated in writing or by cable, telex or facsimile to all tenderers.

2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

2.5.3 To give prospective tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend, as necessary, the deadline for submission of tenders.

2.6 Language of tender

2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Employer, shall be written in English language.

2.6.2 Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7 Documents Comprising the Tender

The tender prepared by the tenderer shall comprise the following components:

a) Instructions to Tenderers, Form of Tender, Conditions of Contract, Appendix to Conditions of Contract and Specifications;
b) Tender Security;
c) Priced Bill of Quantities ;
d) Qualification Information Form and Documents;
e) Alternative offers where invited; and
f) Any other materials required to be completed and submitted by the tenderers.

2.8 Form of Tender

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the works to be performed.

2.9 Tender Prices

2.9.1 The tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities. **Items for which no rate or price is entered by the tenderer will not be paid for when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities**. All duties, taxes, and other levies

payable by the Contractor under the Contract, or for any other cause relevant to the Contract, as of 30 days prior to the deadline for submission of tenders, shall be included in the tender price submitted by the tenderer.

2.9.2 Prices indicated on the bill of quantities shall be the cost of the works quoted including all customs duties and VAT and other taxes payable.

2.9.3 The total price quoted by the tenderers shall remain to be the absolute and final price of the works.

2.9.4 The rates and prices quoted by the tenderer shall only be subject to adjustment during the performance of the Contract if provided for in the Appendix to Conditions of Contract and provisions made in the Conditions of Contract.

2.9.5 Tenders shall remain valid for a period of 120 days from the date of submission. However, in exceptional circumstances, the Employer may request that the tenderers extend the period of validity for a specified additional period. The request and the tenderers' responses shall be made in writing. A tenderer may refuse the request without forfeiting the Tender Security. A tenderer agreeing to the request will not be required or permitted to otherwise modify the tender, but will be required to extend the validity of Tender Security for the period of the extension, and in compliance with Clause 2.12 - 2.12.6 in all respects.

2.9.6 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

2.9.7 Price variation requests shall be processed by the Commission within 30 days of receiving the request.

2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers

2.11 Tenderers Eligibility and Qualifications.

2.11.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Commission satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount in the form specified in the Invitation to tender.

2.12.2 The tender security is required to protect the Commission against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.3The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

a) A Bank guarantee from a reputable Bank
b) A guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the PPRA

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Commission as non-responsive, pursuant to paragraph 2.20

2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible as but not later than thirty (28) days after the expiration of the tender validity period specified in Clause 2.9.5

2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.27.1.

2.12.7 The tender security may be forfeited:

a) if the tenderer withdraws the tender after tender opening during the period of tender validity;
b) if the tenderer does not accept the correction of the tender price and
c) in the case of a successful tenderer, if the tenderer fails within the specified time limit to
d) sign the Agreement, or
e) furnish the required Performance Security.

2.12.8 Tender Security shall be valid for **30 days** beyond the validity of the tender.

2.13 Validity of Tenders

Tenders shall remain valid for a period of 120 days from the date of submission. However, in exceptional circumstances, the Employer may request that the tenderers extend the period of validity for a specified additional period. The request and the tenderers' responses shall be made in writing. A tenderer may

refuse the request without forfeiting the Tender Security. A tenderer agreeing to the request will not be required or permitted to otherwise modify the tender, but will be required to extend the validity of Tender Security for the period of the extension.

2.14 Format and Signing of Tender

2.14.1 The tenderer shall prepare two copies of the tender, clearly / marking each "**ORIGINAL TENDER**" and "**COPY OF TENDER**," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

2.14.2 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "**ORIGINAL**" and "**COPY**." The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:

a) Be addressed to the Employer at the address given in the invitation to tender
b) Bear, tender number and name in the invitation to tender and the words: "**DO NOT OPEN BEFORE Wednesday, 6th January, 2021 11:00 am East African Time.**

2.15.2 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".

2.15.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Employer will assume no responsibility for the tender's misplacement or premature opening.

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Employer at the address specified under paragraph 2.15.1 no later than, **Wednesday, 6th January, 2021 11:00 am East African Time**

2.16.2 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 2.5 in which case all rights and obligations of the Employer and the tenderers previously subject to the original deadline will then be subject to the new deadline.

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

2.17 Modification and withdrawal of tenders

2.17.1 Tenderers may modify or withdraw their tenders before the deadline prescribed in clause Clause 2.5. or 2.16.2

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

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

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

2.17.5 The Employer may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

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

2.18 Opening of Tenders

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **Wednesday, 6th January, 2021 11:00 am East African Time** and in the location specified in the invitation to tender.

2.18.2 The Procuring entity will prepare minutes of the tender opening.

2.19 Clarification of tenders

2.19.1 To assist in the examination, evaluation, and comparison of tenders, the Employer at his discretion, may ask any tenderer for clarification of the tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, telex or facsimile but no change in the price or substance of the tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered in the evaluation of the tenders in accordance with Clause 2.20.3

2.19.2 Information relating to the examination, clarification, evaluation, and comparison of tenders and recommendations for the award of Contract shall not be disclosed to tenderers or any other persons not officially concerned with such process until the award to the successful tenderer has been announced. Any effort by a tenderer to influence the Employer's officials, processing of tenders or award decisions may result in the rejection of his tender.

2.20 Preliminary Examination and Responsiveness

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

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

2.20.3 **No correction of errors.** The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be subject of any correction, adjustment or amendment in any way by any person or entity.

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

2.20.5 Prior to the detailed evaluation of tenders, the Employer will determine whether each tender (a) meets the eligibility criteria defined in Clause 2.1.7;(b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the tendering documents. A substantially responsive tender is one which conforms to all the terms,

conditions and specifications of the tendering documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the works; (b) which limits in any substantial way, inconsistent with the tendering documents, the Employer's rights or the tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other tenderers presenting substantially responsive tenders.

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

2.21 Conversion to a single currency

2.21.1 Where other currencies are used, the procuring entity will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

2.22 Evaluation and comparison of tenders.

2.22.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

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

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

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

2.22.4 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the tender documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in tender evaluation.

2.22.5 Firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias provided that they

do not sub-contract work valued at more than 50% of the Contract Price excluding Provisional Sums to a nonindigenous sub-contractor.

2.23. Contacting the procuring entity

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

2.23.2 The tenderer shall not influence the Employer on any matter relating to his tender from the time of the tender opening to the time the Contract is awarded. Any effort by the Tenderer to influence the Employer or his employees in his decision on tender evaluation, tender comparison or Contract award may result in the rejection of the tender.

2.24 Award of Contract

2.24.1 Subject to Clause 2.24.2 the award of the Contract will be made to the tenderer whose tender has been determined to be substantially responsive to the tendering documents and who has offered the lowest evaluated tender price, provided that such tenderer has been determined to be (a) eligible in accordance with the provision of Clauses 2.1.2, and (b) qualified in accordance with the provisions of clause 2.1.7 and 2.1.8.

2.24.2. Notwithstanding clause 2.24.1 above, the Employer reserves the right to accept or reject any tender, and to cancel the tendering process and reject all tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the action.

2.24.3 The tenderer whose tender has been accepted will be notified of the award prior to expiration of the tender validity period and at the same time the other tenderers shall be informed that their tenders have not been successful.

2.24.4 The Agreement will incorporate all agreements between the Employer and the successful tenderer. Within 30 days of receipt the successful tenderer will sign the Agreement and return it to the Employer but not before the expiry of 14 days from the award date.

2.24.5 Within 21 days after receipt of the Letter of Acceptance, the successful tenderer shall deliver to the Employer a Performance Security in the amount stipulated in the Appendix to Conditions of Contract and in

the form stipulated in the Tender documents. The Performance Security shall be in the amount and specified form

2.24.6 Failure of the successful tenderer to comply with the requirements of clause 2.24.5 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Tender Security.

2.24.7 Upon the furnishing by the successful tenderer of the Performance Security, the Employer will promptly notify the other tenderers that their tenders have been unsuccessful.

2.24.8 Preference where allowed in the evaluation of tenders shall not be allowed for contracts not exceeding one year (12 months)

2.24.9 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

2.24.10 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.24.11 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

2.24.12 Where contract price variation is allowed, the valuation shall not exceed 15% of the original contract price.

2.24.13 Price variation request shall be processed by the procuring entity within 30 days of receiving the request.

2.24.14 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.24.15 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

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

2.25 Notification of award

2.25.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.24. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.27.1 the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

2.26.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.26.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.27 Performance Security

2.27.1 Within Thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Commission the performance security where applicable in the amount specified in Special Conditions of Contract, or in another form acceptable to the Procuring entity.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.28 or paragraph 2.27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

2.28.1 The procuring entity requires that tenderers observe the highest standards of ethics during procurement process and execution of contracts. A tenderer

shall sign a declaration that he has not and will not be involved in corrupt and fraudulent practices.

2.28.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

2.28.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix to instructions to tenderers

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

Instructions to tenderers	Particulars of appendix to instructions to Tenderers
1.3	The Bid Document is obtained free of charge at www.iebc.or.ke or www.tenders.go.ke
1.4	The Go Down refurbishment will be done in phases subject to availability of funds and the phases are as follows: a) **Phase 1**- Preliminary refurbishment works b) **Phase 2-** KIEMS kit storage Civil works c) **Phase 3-** Electrical works d) **Phase 4-** Structured cabling, CCTV, access control and smart ups e) **Phase 5-** Mechanical works f) **Phase 6-** Backup generator
2.1	This invitation to tender is "open to all eligible tenderers as per the tender invitation notice.
2.10	Prices shall be quoted in Kenya Shillings.
2.11	Particulars of eligibility and qualifications documents of evidence required.
2.12.1	The tender security to be provided is Kshs. 1,500,000 valid for 120 days from date of opening the tender and shall be in any of the following forms only; a). A Bank guarantee (From a reputable Bank of Insurance Company)/or b). Such insurance Company guarantee as may be approved by PPRA;
2.13.1	Tenderers shall remain valid for 120 days from the deadline date of submission of tender.
2.15.1	The bidders must submit one (1) **ORIGINAL TENDER**" and one (1) **COPY** of the Tender
2.16.3	Bulky tenders which will not fit in the tender box shall be received at the Procurement Office 5th Floor ,Anniversary Towers Room 525

2.18.1	Tender will be opened on the same day **Wednesday, 6th January, 2021 11:00 am** East African Time in presence of tenderers' representatives who choose to attend in the location specified in the invitation to tender.
2.20.2	Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive.

SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

a) **"Bill of Quantities"** means the priced and completed Bill of Quantities forming part of the tender.

b) **"Compensation Events"** are those defined in Clause 24 hereunder.

c) **"The Completion Date"** means the date of completion of the Works as certified by the Project Manager, in accordance with Clause 3.17

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

e) **"The Contractor"** refers to the person or corporate body whose tender to carry out the Works has been accepted by the Employer.

f) **"The Contractor's Tender"**is the completed tendering document submitted by the Contractor to the Employer.

g) **"The Contract Price"** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

h) **"Days"** are calendar days; **"Months"** are calendar months.

i) **"A Defect"** is any part of the Works not completed in accordance with the Contract.

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

k) **"The Defects Liability Period"** is the period named in the Contract Data and calculated from the Completion Date.

l) **"Drawings"** include calculations and other information provided or approved by the Project Manager for the execution of the Contract.

m) **"Dayworks"** are Work inputs subject to payment on a time basis for labour and the associated materials and plant.

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

o) **"Equipment"** is the Contractor's machinery and vehicles brought temporarily to the Site for the execution of the Works.

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

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

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

s) **"Project Manager"** is the person named in the Appendix to Conditions of Contract (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract and shall be an "Architect" or a "Quantity Surveyor" registered under the Architects and Quantity Surveyors Act Cap 525 or an "Engineer" registered under Engineers Registration Act Cap 530.

t) **"Site"** is the area defined as such in the Appendix to Condition of Contract.

u) **"Site Investigation Reports"** are those reports that may be included in the tendering documents, which are factual and interpretative about the surface and subsurface conditions at the Site.

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

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

x) **"A Subcontractor"** is a person or corporate body who has a Contract with the Contractor to carry out a part of the Work in the Contract, which includes Work on the Site.

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

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

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

3.2 Interpretation

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

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

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

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

Immediately after the execution of the Contract, the Project Manager shall furnish both the Employer and the Contractor with two copies each of all the Contract documents. Further, as and when necessary the Project Manager shall furnish the Contractor [always with a copy to the Employer] with three [3]

copies of such further drawings or details or descriptive schedules as are reasonably necessary either to explain or amplify the Contract drawings or to enable the Contractor to carry out and complete the Works in accordance with these Conditions.

3.3 Language and Law

Language of the Contract and the law governing the Contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

3.4 Project Manager's Decisions

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

3.5 Delegation

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

3.6 Communications

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

3.7 Subcontracting

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

3.8 Other Contractors

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

3.9 Personnel

The Contractor shall employ the key personnel named in the Qualification Information, to carry out the functions stated in the said Information or other personnel approved by the Project Manager. The Project Manager will approve any proposed replacement of key

personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel listed in the Qualification Information. If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the Work in the Contract.

3.10 Works

The Contractor shall construct and install the Works in accordance with the Specifications and Drawings. The Works may commence on the Start Date and shall be carried out in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.

3.11 Safety and Temporary Works

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

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

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

3.12 Discoveries

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

3.13 Work Program

Within the time stated in the Appendix to Conditions of Contract, the Contractor shall submit to the Project Manager for approval a program showing the general methods, arrangements, order, and timing for all the activities in the Works. An update of the program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining Work, including any changes to the sequence of the activities.

The Contractor shall submit to the Project Manager for approval an updated program at intervals no longer than the period stated in the Appendix to Conditions of Contract. If the Contractor does not submit an updated program within this period, the Project Manager may withhold the amount stated in the said Appendix from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue program has been submitted. The Project Manager's approval of the program shall not alter the Contractor's obligations. The Contractor may revise the program and submit it to the Project Manager again at any time. A revised program shall show the effect of Variations and Compensation Events.

3.14 Possession of Site

The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Appendix to Conditions of Contract , the

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

3.15 Access to Site

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

3.16 Instructions

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

3.17 Extension or Acceleration of Completion Date

The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a variation is issued which makes it impossible for completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remain ing Work, which would cause the Contractor to incur additional cost. The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager in writing for a decision upon the effect of a Compensation Event or variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay caused by such failure shall not be considered in assessing the new (extended) Completion Date.

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

3.18 Management Meetings

A Contract management meeting shall be held monthly and attended by the Project Manager and the Contractor. Its business shall be to review the plans for the remaining Work and to deal with matters raised in accordance with the early warning procedure.

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

3.19 Early Warning

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

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

3.20 Defects

3.20.1 The Project Manager shall inspect the Contractor's work and notify the Contractor of any defects that are found. Such inspection shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a defect and to uncover and test any Work that the Project Manager considers may have a defect. Should the defect be found, the cost of uncovering and making good shall be borne by the Contractor, However, if there is no defect found, the cost of uncovering and making good shall be treated as a variation and added to the Contract Price.

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

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

3.21 Bills of Quantities

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

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

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

3.22 Variations

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

a. The Contractor shall provide the Project Manager with a quotation for carrying out the variations when requested to do so. The Project Manager shall assess the quotation, which shall be given within seven days of the request or within any longer period as may be stated by the Project Manager and before the Variation is ordered.
b. If the work in the variation corresponds with an item description in the Bills of Quantities and if in the opinion of the Project Manager, the quantity of work is not above the limit stated in Clause 3.21.2 or the timing of its execution does not cause the cost per unit of quantity to change, the rate in the Bills of Quantities shall be used to calculate the value of the variation. If the cost per unit of quantity changes, or
c. if the nature or timing of the work in the variation does not correspond with items in the Bills of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of Work.
d. 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.
e. 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.
f. The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
g. When the Program is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast.

3.23 Payment Certificates, Currency of Payments and Advance Payments

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

b. The value of Work executed shall comprise the value of the quantities of the items in the Bills of Quantities completed, materials delivered on Site, variations and compensation events. Such materials shall become the

property of the Employer once the Employer has paid the Contractor for their value. Thereafter, they shall not be removed from Site without the Project Manager's instructions except for use upon the Works.

c. Payments shall be adjusted for deductions for retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 30 days of the date of issue of each certificate. If the Employer makes a late payment, the Contractor shall be paid simple interest on the late payment in the next payment. Interest shall be calculated on the basis of number of days delayed at a rate three percentage points above the Central Bank of Kenya's average rate for base lending prevailing as of the first day the payment becomes overdue.

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

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

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

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

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

b. No advance payment may be made before the Contractor has submitted proof of the establishment of deposit or a directly

c. liable guarantee satisfactory to the Employer in the amount of the advance payment. The guarantee shall be in the same currency as the advance.

d. Reimbursement of the lump sum advance shall be made by deductions from the Interim payments and where applicable from the balance owing to the Contractor. Reimbursement shall begin when the amount of the sums due under the Contract reaches 20% of the original amount of the Contract. It shall have been completed by the time 80% of this amount is reached.

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

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

Where:

R = the amount to be reimbursed

A = the amount of the advance which has been granted

X^{1} = the amount of proposed cumulative payments as a percentage of the original amount of the Contract. This figure will exceed 20% but not exceed 80%.

X^{11} = the amount of the previous cumulative payments as a percentage of the original amount of the Contract. This figure will be below 80%but not less than 20%.

e. with each reimbursement the counterpart of the directly liable guarantee may be reduced accordingly.

3.25 Compensation Events

The following issues shall constitute Compensation Events:

a. The Employer does not give access to a part of the Site by the Site Possession Date stated in the Appendix to Conditions of Contract.

b. The Employer modifies the List of Other Contractors, etc., in a way that affects the Work of the Contractor under the Contract.

c. The Project Manager orders a delay or does not issue drawings, specifications or instructions required for execution of the Works on time.
d. The Project Manager instructs the Contractor to uncover or to carry out additional tests upon the Work, which is then found to have no defects.
e. The Project Manager unreasonably does not approve a subcontract to be let.
f. Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to tenderers (including the Site investigation reports), from information available publicly and from a visual inspection of the Site.
g. The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer or additional work required for safety or other reasons.
h. Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
i. The effects on the Contractor of any of the Employer's risks.
j. The Project Manager unreasonably delays issuing a Certificate of Completion.
k. Other compensation events described in the Contract or determined by the Project Manager shall apply.

3.26 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.

3.27 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 Con-tract Price based on the Project Manager's own forecast. The Project Manager will assume that the Contractor will react competently and promptly to the event.

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

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

3.30 The Contractor shall give written notice to the Project Manager of his intention to make a claim within thirty days after the event giving rise to the claim has first arisen. The claim shall be submitted within thirty days thereafter.

Provided always that should the event giving rise to the claim of continuing effect, the Contractor shall submit an interim claim within the said thirty days and a final claim within thirty days of the end of the event giving rise to the claim.

3.31 Price Adjustment

a. The Project Manager shall adjust the Contract Price if taxes, duties and other levies are changed between the date 30 days before the submission of tenders for the Contract and the date of Completion. The adjustment shall be the change in the amount of tax payable by the Contractor.

b. The Contract Price shall be deemed to be based on exchange rates current at the date of tender submission in calculating the cost to the Contractor of materials to be specifically imported (by express provisions in the Contract Bills of Quantities or Specifications) for permanent incorporation in the Works. Unless otherwise stated in the Contract, if at any time during the period of the Contract exchange rates shall be varied and this shall affect the cost to the Contractor of such materials, then the Project Manager shall assess the net difference in the cost of such materials. Any amount from time to time so assessed shall be added to or deducted from the Contract Price, as the case may be.

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

   i. The prices contained in the Contract Bills of Quantities shall be deemed to be based upon the rates of wages and other emoluments and expenses as determined by the Joint Building Council of Kenya (J.B.C.) and set out in the schedule of basic rates issued 30 days before the date for submission of tenders. A copy of the schedule used by the Contractor in his pricing shall be attached in the Appendix to Conditions of Contract.

ii. Upon J.B.C. determining that any of the said rates of wages or other emoluments and expenses are increased or decreased, then the Contract Price shall be increased or decreased by the amount assessed by the Project Manager based upon the difference, expressed as a percentage, between the rate set out in the schedule of basic rates issued 30 days before the date for submission of tenders and the rate published by the J.B.C. and applied to the quantum of labour incorporated within the amount of Work remaining to be executed at the date of publication of such increase or decrease.

iii. No adjustment shall be made in respect of changes in the rates of wages and other emoluments and expenses which occur after the date of Completion except during such other period as may be granted as an extension of time under clause 17.0 of these Conditions.

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

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

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

g. The provisions of sub-clause 3.25. herein shall not apply in respect of any materials included in the schedule of basic rates.

3.32 Retention

The Employer shall retain from each payment due to the Contractor the proportion stated in the Appendix to Conditions of Contract until Completion of the whole of the Works. On Completion of the whole of the Works, half the total amount retained shall be repaid to the Contractor and the remaining half when the Defects Liability Period has passed and the Project Manager has

certified that all defects notified to the Contractor before the end of this period have been corrected.

3.33 Liquidated Damages

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

3.33.2 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 rate specified.

3.34 Securities

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

3.35 Dayworks

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

3.35.2 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.

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

3.36 Liability and Insurance

3.36.1 From the Start Date until the Defects Correction Certificate has been issued, the following are the Employer's risks:

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

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

(ii) negligence, breach of statutory duty or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.

b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in Employer's design, or due to war or radioactive contamination directly affecting the place where the Works are being executed.

3.36.2 From the Completion Date until the Defects Correction Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is the Employer's risk except loss or damage due to;

a) a defect which existed on or before the Completion Date.

b) an event occurring before the Completion Date, which was not itself the Employer's risk

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

3.36.3 From the Start Date until the Defects Correction Certificate has been issued, the risks of personal injury, death and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risk are Contractor's risks.

The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts stated in the Appendix to Conditions of Contract for the following events;

i. loss of or damage to the Works, Plant, and Materials;

ii. loss of or damage to Equipment;

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

iv. personal injury or death.

3.36.4 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation required to rectify the loss or damage incurred.

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

3.36.6 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager. Both parties shall comply with any conditions of insurance policies.

3.37 Completion and taking over

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

3.38 Final Account

The Contractor shall issue the Project Manager with a detailed account of the total amount that the Contractor considers payable to him by the Employer under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 30 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 30 days a schedule that states the scope of the corrections or additions that are necessary. If the final account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a Payment Certificate. The Employer shall pay the Contractor the amount due in the Final Certificate within 60 days.

3.39 Termination

The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. These fundamental breaches of Contract shall include, but shall not be limited to, the following;

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

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

(c) the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 30 days (for Interim Certificate) or 60 days (for Final Certificate)of issue.

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

(f) the Contractor does not maintain a security, which is required.

(g) When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under Clause 33.1 above, the Project Manager shall decide whether the breach is fundamental or not.

(h) Notwithstanding the above, the Employer may terminate the Contract for convenience.

(i) If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible. The Project Manager shall immediately thereafter arrange for a meeting for the purpose of taking record of the Works executed and materials , goods, equipment and temporary buildings on Site.

3.40 Payment Upon Termination

3.40.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the Work done and materials ordered and delivered to Site up to the date of the issue of the certificate. Additional liquidated damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable by the Contractor.

3.40.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the Work done, materials ordered,

the reasonable cost of removal of equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works.

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

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

3.40.5 Until after completion of the Works under this clause the Employer shall not be bound by any other provision of this Contract to make any payment to the Contractor, but upon such completion as aforesaid and the verification within a reasonable time of the accounts therefore the Project Manager shall certify the amount of expenses properly incurred by the Employer and, if such amount added to the money paid to 3.7.6the Contractor before such determination exceeds the total amount which would have been payable on due completion in accordance with this Contract the difference shall be a debt payable to the Employer by the Contractor; and if the said amount added to the said money be less than the said total amount, the difference shall be a debt payable by the Employer to the Contractor.

3.41 Release from Performance

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

3.42 Corrupt gifts and payments of commission

The Contractor shall not;

a. Offer or give or agree to give to any person in the service of the Employer any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in

relation to the obtaining or execution of this or any other Contract for the Employer or for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract for the Employer.

b. Enter into this or any other contract with the Employer in connection with which commission has been paid or agreed to be paid by him or on his behalf or to his knowledge, unless before the Contract is made particulars of any such commission and of the terms and conditions of any agreement for the payment thereof have been disclosed in writing to the Employer.

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

3.43 Settlement of Disputes

3.43.1 In case any dispute or difference shall arise between the Employer or the Project Manager on his behalf and the Contractor, either during the progress or after the completion or termination of the Works, such dispute shall be notified in writing by either party to the other with a request to submit it to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairman or Vice Chairman of any of the following professional institutions;

(i) Architectural Association of Kenya

(ii) Institute of Quantity Surveyors of Kenya

(iii) Association of Consulting Engineers of Kenya

(iv) Chartered Institute of Arbitrators (Kenya Branch)

(v) Institution of Engineers of Kenya

On the request of the applying party. The institution written to first by the aggrieved party shall take precedence over all other institutions.

3.43.2 The arbitration may be on the construction of this Contract or on any matter or thing of whatsoever nature arising thereunder or in connection therewith, including any matter or thing left by this Contract to the discretion of the Project Manager, or the withholding by the Project Manager of any certificate to which the Contractor may claim to be entitled

to or the measurement and valuation referred to in clause 23.0 of these conditions, or the rights and liabilities of the parties subsequent to the termination of Contract.

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

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

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

i. The appointment of a replacement Project Manager upon the said person ceasing to act.

ii. Whether or not the issue of an instruction by the Project Manager is empowered by these Conditions.

iii. Whether or not a certificate has been improperly withheld or is not in accordance with these Conditions.

iv. Any dispute or difference arising in respect of war risks or war damage.

3.43.6 All other matters shall only be referred to arbitration after the completion or alleged completion of the Works or termination or alleged termination of the Contract, unless the Employer and the Contractor agree otherwise in writing.

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

3.43.8 The Arbitrator shall, without prejudice to the generality of his powers, have powers to open up, review and revise any certificate, opinion, decision, requirement or notice and to determine all matters in dispute which shall

be submitted to him in the same manner as if no such certificate, opinion, decision requirement or notice had been given.

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

SECTION IV – APPENDIX FOR SPECIAL CONDITIONS OF CONTRACT

General conditions of contract reference	Special conditions of contract
DEFINITION	
3.1	The Employer is;- **THE INDEPENDENT ELECTORAL AND BOUNDARIES COMMISSION P.O. Box 45371-00100 NAIROBI** **ANNIVERSARY TOWERS, UNIVERSITY WAY,** Name of Authorized Representative: **The Ag. Chief Executive Officer/Commission Secretary** **Independent Electoral and Boundaries Commission (IEBC) Anniversary Towers, University Way, Fifth Floor P O Box 45371-00100 Nairobi.** **Website: www.iebc.or.ke**
3.1	The name (and identification number) of the Contract is; **TENDER NO: IEBC/WKS/20/05/2020-2021** **PROPOSED PHASED REFURBISHMENT OF A GO DOWN ASSOCIATED WITH MECHANICAL AND ELECTRICAL WORKS FOR THE INDEPENDENT ELECTORAL AND BOUNDARIES COMMISSION AT SUPPLIES BRANCH INDUSTRIAL AREA A LONG LIKONI ROAD.**
3.1	The Start Date shall be: **Agreed with The Ag. Chief Executive Officer/Commission Secretary**
3.1	The Site is located at **Supplies Branch Industrial Area A Long Likoni Road – Nairobi County**
INTERPRETATION	
3.2.3	The following documents also form part of the Contract: Documents listed in clause 3.2.3 conditions of contract
OTHER CONTRACTORS	
3.8	Other Contractors, utilities etc., to be engaged by the CONTRACTOR with approval of the Employer on the Site include those for the execution of; 1. PLUMBING AND DRAINAGE WORKS 2. ELECTRICAL WORKS 3. STRUCTURAL CABLING WORKS

WORK PROGRAM	
3.13	The Contractor shall submit a revised program for the Works within Seven (7No) days of delivery of the Letter of Acceptance
3.13	The period between Program updates is thirty (30No) days.
	The amount to be withheld for late submission of an updated Program is WHOLE CERTIFICATE
POSSESSION OF SITE	
3.14	The Site Possession Date shall be agreed with **The Ag. Chief Executive Officer/Commission Secretary**
BILLS OF QUANTITIES	
3.21.2	The schedule of basic rates used in pricing by the Contractor is as attached [Contractor to attach]. NOT APPLICABLE
PAYMENT CERTIFICATES, CURRENCY OF PAYMENTS AND ADVANCE PAYMENTS	
3.23	The Contract Price shall be stated in Kenya Shillings. The rate of exchange for calculation of foreign currency payments is NOT APPLICABLE
3.24	Advance Payment shall not be granted.
COMPENSATION EVENTS	
3.25	The following events shall also be Compensation Events: Those listed in CLAUSE 3.25 of the general conditions of contract.
PRICE ADJUSTMENT	
3.31	The Price Adjustment Clause (SHALL) apply
RETENTION	
3.32	The proportion of payments retained is: Ten (10%) percent. The Limit of Retention is: Five (5%) percent.
3.32	The Defects Liability period is 180 days
LIQUIDATED DAMAGES	
3.33.1	The liquidated damages for the whole of the Works is Kshs. 20,000.00 (per week or part thereof)
SECURITIES	
3.34	The Performance Security shall be for the following minimum amounts equivalent as a percentage of the Contract Price- Five (5%) percent.

LIABILITY AND INSURANCE	
3.36	The minimum insurance covers shall be; 1. The minimum cover for insurance of the Works and of Plant and Materials in respect of the Contractor's faulty design is; N/A 2. The minimum cover for loss or damage to Equipment is; ------NIL 3. The minimum for insurance of other property is; Kshs 500,000.00 4. The minimum cover for personal injury or death insurance • For the Contractor's employees is; Kshs 1,000,000.00 • And for other people is; Kshs 1,000,000.00
COMPLETION AND TAKING OVER	
3.37	The Intended Completion Date for the whole of the Works shall be: THIRTY WEEKS (30 WEEKS)

SECTION V - SPECIFICATIONS

5.1 Notes for preparing Specifications

5.1.1 Specifications must be drafted to present a clear and precise statement of the required standards of materials, and workmanship for tenderers to respond realistically and competitively to the requirements of the Employer and ensure responsiveness of tenders. The Specifications should require that all materials, plant, and other supplies to be permanently incorporated in the Works be new, unused, of the most recent or current models, and incorporating all recent improvements in design and materials unless provided otherwise in the Contract. Where the Contractor is responsible for the design of any part of the permanent Works, the extent of his obligations must be stated. Specifications from previous similar projects are useful and may not be necessary to re-write specifications for every Works Contract.

5.1.2 There are considerable advantages in standardizing **General Specifications** for repetitive Works in recognized public sectors, such as highways, urban housing, irrigation and water supply. The General Specifications should cover all classes of workmanship, materials and equipment commonly involved in constructions, although not necessarily to be used in a particular works contract. Deletions or addenda should then adapt the General Specifications to the particular Works.

5.1.3 Care must be taken in drafting Specifications to ensure they are not restrictive. In the Specifications of standards for materials, plant and workmanship, existing Kenya Standards should be used as much as possible, otherwise recognized international standards may also be used.

5.1.4 The Employer should decide whether technical solutions to specified parts of the Works are to be permitted. Alternatives are appropriate in cases where obvious (and potentially less costly) alternatives are possible to the technical solutions indicated in tender documents for certain elements of the Works, taking into consideration the comparative specialized advantage of potential tenderers.

5.1.5 The Employer should provide a description of the selected parts of the Works with appropriate reference to Drawings, Specifications, Bills of Quantities, and Design or Performance criteria, stating that the alternative solutions shall be at least structurally and functionally equivalent to the basic design parameters and Specifications.

5.1.6 Such alternative solutions shall be accompanied by all information necessary for a complete evaluation by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, proposed construction methodology, and other relevant details. Technical alternatives permitted in this manner shall be considered by the Employer each on its own merits and independently of whether the tenderer has priced the item as described in the Employer's design included with the tender documents.

5.2 Evaluation and Comparison of Tenders

5.2.1 Preliminary Evaluation

No.	Mandatory Requirements	Responsive/ Non-Responsive
1.	Must submit a Copy of certificate of incorporation/Registration	
2.	Must submit a Copy of a valid tax compliance certificate (Verification will be done through TCC Checker)	
3.	Must submit a copy of the current CR12 not more than 6 months from the date of tender closing.	
4.	Must submit Tender security of **Ksh. 1,500,000.00** valid for 120 days from the date of tender closing or or fill and sign the Tender Securing Declaration Form as prescribed.	
5.	Must submit a Duly filled, signed and stamped form of tender	
6.	Must submit a valid Single business permit	
7.	Must submit a Dully filled, signed and stamped Confidential Business Questionnaire	
8.	Priced Bill of Quantities- Fill all rates, prices, amounts and stamp.	
9.	Must submit a Duly filled, signed and stamped Anti-Corruption Declaration Form	
10.	Must submit a Valid Contractor NCA (Category 1-3) Annual practicing license and Valid certificate of Registration for Building Works) (Attach a copy)	

11.	Must submit a Valid Contractor NCA (Category 1-4) registration certificate and practicing license for Air Conditioning and Refrigeration. (Attach a copy)	
12.	Must submit a Valid Contractor or sub- contractor NCA (Category 1-4) registration certificate and practicing license for PABX, Structured cabling, Automatic Voltage Regulators (AVR) and Electrical installation. (Attach a copy)	
13.	Must submit valid ERC/EPRA License category A1 for electrical sub-contractor.	
14.	Must submit a Pre-tender site visit certificate	
15.	Tender document MUST be sequentially Paginated/serialized on each page including all the attachments	

NB: At this stage, the tenderer's submission will either be responsive or non-responsive. The non-responsive submission in any of the above mandatory requirements will be eliminated and will not be considered further evaluation.

5.2.2 Technical Evaluation

No.	Requirements	Compliant or Not Compliant
1.	Provide evidence of five (5) Previous similar works done. (construction/building works) Attach completion certificate OR contracts.	
2.	Provide evidence of Previous works done in 2016, 2017, 2018, 2019 or 2020 amounting to a minimum of Kshs. 200,000,000 (attach LSO or Contracts	
3.	Provide a certified copy of Degree in Civil/Construction Engineering and a certified copy of professional certification by the relevant body of the Project manager. (attach a CV & certified copy of Degree Certificate and professional certification certificate)	
4.	Provide a certified of copy Diploma in Civil/Construction Engineering of the Site agent (attach CV & and a certified copy of Diploma Certificate)	

5.	Provide a certified copy of Diploma in mechanical engineering of one personnel to be involved in the project implementation. (attach CV & and a certified copy of Diploma Certificate)	
6.	Provide a certified copy of Diploma in electrical engineering of one personnel to be involved in the project implementation. (attach CV & and a certified copy of Diploma Certificate)	
7.	Provide a detailed Work plan or a Gantt Chart clearly showing the work flow for the project execution.	
8.	Provide a certified Bank statement for the last one year showing a cash flow of deposit above Ksh, 25,000,000	
9.	Provide evidence of financial resource upto 15 million. (15 million cash at bank or credit line of up to or above 15 Million)	
10.	Provide Audited financial statements for three financial years, 2017, 2018 and 2019 Certified by an Auditor.	
To proceed to the next stage of evaluation a bidder should be compliant to all the elements above.		

NB: At this stage, the tenderer's submission will either be Compliant or non-Compliant. Bidder's must be 100% compliance to the technical evaluation indicated above The non-compliant submission in any of the above technical evaluation requirements will be eliminated and will not be considered for further evaluation.

5.2.3 Financial Evaluation

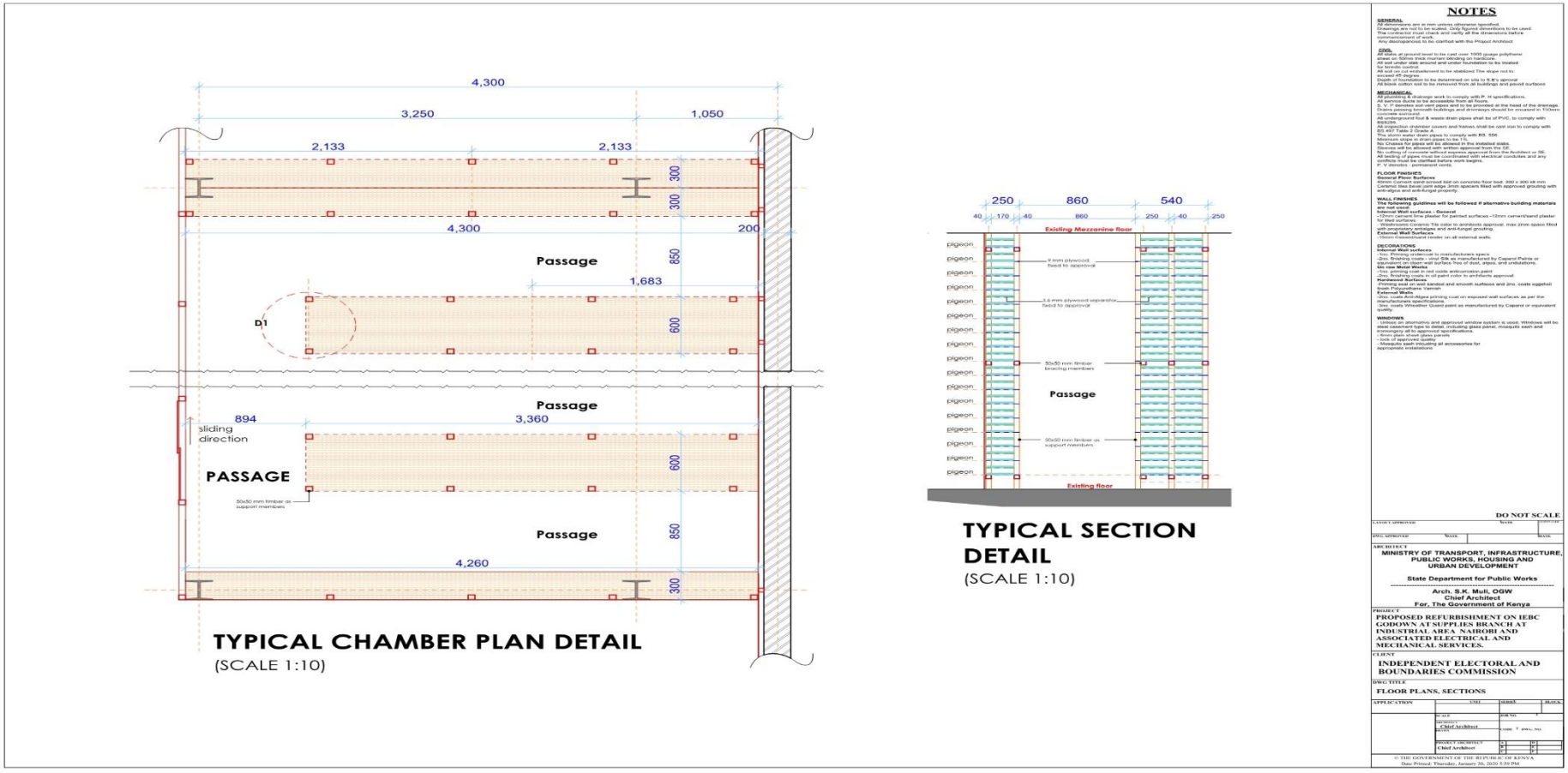
1.	Award Criteria	The Contract will be awarded to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender

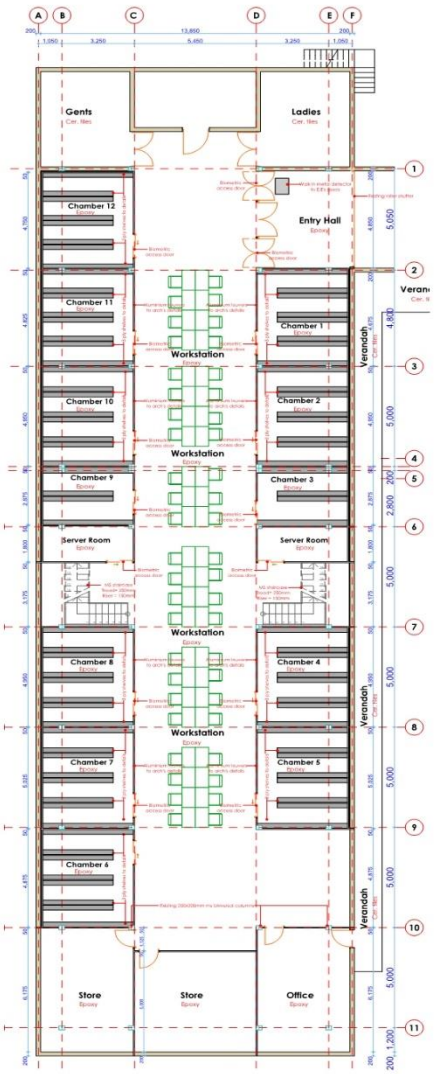
5.2.4 Due Diligence

The Commission may conduct due diligence to the successful tenderer before contract signing.

SECTION VI – DRAWINGS

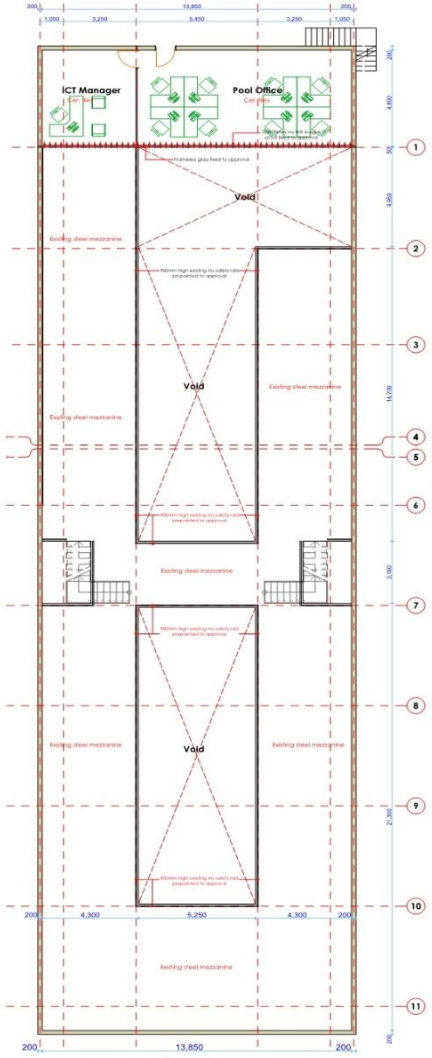
Proposed Phased Refurbishment of a Go Down Associated with Mechanical and Electrical Works for the Independent Electoral and Boundaries Commission at Supplies Branch Industrial Area along Likoni Road.





Ground Floor Plan

Scale 1:100



Mezzanine Floor Plan

Scale 1:100

NOTES

GENERAL
All dimensions are in mm unless otherwise specified.
Drawings are not to be scaled. Only figured dimentions to be used.
The contractor must check and verify all the dimensions before commencement of work.
Any discrepancies to be clarified with the Project Architect

CIVIL
All slabs at ground level to be cast over 1000 guage polythene sheet on 50mm thick murram blinding on hardcore.
All soil under slab around and under foundation to be treated for termite control.
All soil on cut embankment to be stabilized.The slope not to exceed 45 degree.
Depth of foundation to be determined on site to S.E's aproval
All black cotton soil to be removed from all buildings and paved surfaces

MECHANICAL
All plumbing & drainage work to comply with P. H specifications.
All service ducts to be accessible from all floors.
S. V. P denotes soil vent pipes and to be provided at the head of the drainage
Drains passing beneath buildings and driveways should be encased in 150mm concrete surround.
All underground foul & waste drain pipes shall be of PVC, to comply with BS5255.
All inspection chamber covers and frames shall be cast iron to comply with BS 497 Part 1 1987.
The storm water drain pipes to comply with BS. 556.
Minimum slope in drain pipes to be 1%.
No Chases for pipes will be allowed in the installed slabs.
Sleeves will be allowed with written approval from the SE.
No cutting of concrete without express approval from the Architect or SE.
All testing of pipes must be coordinated with electrical conduites and any conflicts must be clarified before work begins.
P. V denotes - permanent vents.

FLOOR FINISHES
General Floor Surfaces
40mm Cement sand screed laid on concrete floor bed. 300 x 300 x8 mm Ceramic tiles trowel joint edge 3mm spacers filled with approved grouting with anti-algea and anti-fungal property.

WALL FINISHES
The following guidlines will be followed if alternative building materials are not used:
Internal Wall surfaces - General
- 12mm Cement/sand lime plaster for painted surfaces -12mm cement/sand plaster for tiled surfaces.
- Washrooms Ceramic Tile color to architects approval. max 2mm spaco filled with proprietary antialgae and anti-fungal grouting.
External Wall Surfaces
- 15mm Cement/sand render on all external walls.

DECORATIONS
Internal Wall surfaces
- 1no. Priming undercoat to manufacturers specs
- 2no. finishing coats - vinyl Silk as manufactured by Capanol Paints or equivalent quality. Internal wall surface free of dust, algea, and undulations.
On raw Metal Works
-1no. priming coat in red oxide anticorrosion paint
-2no. finishing coats in oil paint color to architects approval.
Hardwood Surfaces
-Priming seal on well sanded and smooth surfaces and 2no. coats eggsholl finish Polyurethane Varnish
External Walls
-2no. coats Anti-Algea primimg coat on exposed wall surfaces as per the manufacturers specifications.
-3no. coats Wheather Guard paint as manufactured by Capanol or equivalent quality.

WINDOWS
- Unless an alternative and approved window system is used. Windows will be steel casement type to detail, including glass panel, mosquito sash and ironmongery all to approved specifications.
- 6mm plain sheet glass panels.
- lock of approved quality
- Mosquito sash inlcuding all accessories for appropriate installations

DO NOT SCALE

CLIENT APPROVED	SIGN		DATE
DWG APPROVED	SIGN		DATE

ARCHITECT
MINISTRY OF TRANSPORT, INFRASTRUCTURE, PUBLIC WORKS, HOUSING AND URBAN DEVELOPMENT

State Department for Public Works

Arch. S.K. Muli, OGW
Chief Architect
For, The Government of Kenya

PROJECT
PROPOSED REFURBISHMENT ON IEBC GODOWN AT SUPPLIES BRANCH AT INDUSTRIAL AREA NAIROBI AND ASSOCIATED ELECTRICAL AND MECHANICAL SERVICES.

CLIENT
INDEPENDENT ELECTORAL AND BOUNDARIES COMMISSION

DWG TITLE
FLOOR PLANS

APPLICATION	UNIT	DRAWN	PLOT/S
	SCALE	JOB NO.	
	DESIGNED Chief Architect	SCALE	DWG. NO.
	PROJECT ARCHITECT Chief Architect		

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Date Printed: Thursday, January 30, 2020 3:59 PM

SECTION VII - BILL OF QUANTITIES

7.0 PREAMBLES AND PRICING NOTES

PARTICULAR PRELIMINARIES

ITEM	DESCRIPTION	KSHS
A	DESCRIPTION OF THE WORKS AND SCOPE OF CONTRACT These are works of **Proposed Phased Refurbishment of a Go Down Associated with Mechanical and Electrical Works for the Independent Electoral and Boundaries Commission at Supplies Branch Industrial Area a Long Likoni Road as in detailed bills of quantities**. The scope of contract generally comprises the of provision of Materials, Labour, tools, site management and all accessories necessary in the excavations, concrete work, walling, roofing, windows and doors, finishes, fittings and associated electrical installation ,Mechanical works and Civil works	
B	LOCATION OF SITE The site of the proposed office partitioning works at Supplies Branch Go down in Industrial area along Likoni Road, Nairobi. The Contractor is advised to visit the site to familiarize himself with the nature and position of the site. No claims arising from the Contractor's failure to do so will be entertained.	
C	FORM OF CONTRACT The form of contract will be the one included in the Republic of Kenya Standard Tender Document for Procurement of Works (Building and Associated Civil Engineering) (2006 Edition) hereby attached and Conditions of Contract are those attached thereto. If the Contractor considers that compliance with any of the Conditions of Contract involves any expenses distribute them among his rates for the various items in the Bills of Quantities. No claim shall be allowed arising from the Contractors compliance with any of the Conditions of Contract. These are numbered from 1 to 37 as set out on pages 16 to 35 of these tender documents. Particulars of the insertion to be made in the Appendix of the Appendix of the Contract Agreement will be found in the Particular Preliminaries of these Bills of Quantities.	

D	PERFORMANCE BOND. Contractor shall find and submit on the Form of Tender the name of one surety who shall be an approved bank or approved fidelity insurance company and who will be willing to be bound to the Employer in an amount of Five per cent (5%) of the Contract amount for the due performance of the contract up to the date of completion as certified by the "Employer's Representative" and who will when and if called upon, sign a Bond to that effect on Ministry of Roads Public works and Housing Form No 118 (without the addition of any limitations) on the same day as the Contract Agreement is signed. In the event of the surety named in the form of tender not being approved by the Employert,the Contractor shall furnish within seven days another Surety to the approval of the Government.	
	Carried to Collection	

ITEM	DESCRIPTION	KSHS
A	METHOD OF MEASUREMENT The Bills of quantities have been prepared in accordance with the general principles of the standard Method of Measurement of Building Works of East Africa - Second Edition (Metric), published in January, 1987 by the Architectural Association of Kenya, Chapter of Quantity Surveyors.	
B	SUFFICIENCY OF TENDER The Contractor be deemed to have satisfied himself before tendering as to the correctness and sufficiency of the Tender for the Works and of the rates and prices stated in the priced Bills of Quantities which rates and prices shall cover all his obligations under the Contract and all matter and things necessary for the proper completion and maintenance of the work	

C	**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. The Contractor shall take every precaution to avoid damage to all existing property including roads, cables, drains and other services and he will be held responsible for and shall make good all such damage arising from the execution of this contract at his own expense to the satisfaction of the "PROJECT MANAGER"	
D	**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"	
E	**ADJOINING PROPERTY** Take all necessary precautions to prevent damage to adjoining property. Any damage occurring must be made good to the satisfaction of the "PROJECT MANAGER" and/or owner(s) of the adjoining property at the contractor's expense.	
	Carried to Collection	

ITEM	DESCRIPTION	KSHS
A	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"	
B	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 claim or intent to claim notice to the "PROJECT MANAGER" within fourteen days after the event giving rise to the claim has first arisen. The claim shall be submitted within fourteen days thereafter. No claims shall be entertained if the contractor has not complied with these conditions.	
C	OFFICE FOR THE "PROJECT MANAGER" The contractor shall provide, erect and maintain where directed on site and afterwards dismantle the Site Office of the type noted in the particular preliminaries, complete with furniture. He shall also provide a strong matal trunk complete with strong hasp and staple fastening and two keys. He shall provide, erect maintain a lock-up pedestral type water or bucket closet for the sole use of the "ER" including making temporary connections to the drain where applicable to the satisfaction Government and Medical Officer of Health and pay the services of a cleaner and pay all conservancy charges and keep both office and closet in a clean and sanitary condition from commencemet to the completion of the works and dismantle and make good disturbed surfaces. The office and closet shall be complete before the contractor is permitted to commence the works. The Contractor shall make available on site as and when required by the"PROJECT MANAGER" a modern and accurate level together with levelling staff, ranging rods and 50 metre metallic linen tape.	

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 "Employer's Representative" and a further copy to be retained site. Progress to be recorded and chart to be amended as necessary as the work proceeds	
	Carried to Collection	

ITEM	DESCRIPTION	KSHS
A	FIRM PRICE CONTRACT This is a *Firm price contract* and, therefore the tenderer shall not be reimbursed for any increases in the costs of materials and/or labour in the execution of the works except as provided under the fluctuations clause.	
B	PRICING RATES The tenderer shall include for all costs in executing the whole of the works, including supply of Materials, Labour, tools, equipment and site management , replacing damaged items, fixing, , taxes, all to comply with the said Conditions of Contract.	
C	PAYMENTS The tenderer's attention is drawn to the fact that the Employer shall only pay for the work done 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.	
D	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 should allow for any costs he may incur by having to complete the works within the stipulated contract period.	

E F	SIGN BOARD Allow for providing, erecting and maintaining through out the course of the contract and afterwards clearing away a sign board in accordance with the details to be obtained from the "PROJECT MANAGER" VIEWING OF DRAWINGS Any tenderer interested in viewing the drawings related to this project before submission of the tenders may do so by contacting the "PROJECT MANAGER"	
G	USE OF SITE Do not use the site for any other purpose other than carrying out the works. Do not permit or display any advertisement without the consent of the "PROJECT MANAGER"	
	Carried to Collection	

ITEM	DESCRIPTION	KSHS
A	**V.A.T DEDUCTIONS** The tenderer is advised that in accordance with Government public notice No. 35 &36 Dated 11th September 2003 operational from 1st October 2003, withholding VAT will be levied against the contract sum by the Employer and remitted to the Commissioner of VAT through all interim certificates. It should however be noted that this is not additional tax but a new mode of payment of VAT, any excess payment will be refundable once the Contractor has submitted monthly returns to the Commissioner of VAT who will do the refunds when satisfied that the VAT regulations have been complied with. **NB**: VAT **SHALL** be inclusive in all rates	
B	**PLANT AND LABOUR RETURNS** The Contractor shall prepare and deliver to the Architect or his representative detailed returns showing the number and category of his supervisors, numbers of the several classes of labour and plant employed on the works together with those of all his Sub – Contractors. The Contractor shall keep a visitors book on the site and shall ensure that the names of all visitors to the site are duly recorded.	
C	**TRANSPORT TO AND FROM THE SITE** The Contractor shall include in his tender price for the transport of materials, workmen, etc., to and from the site of the proposed works, at such hours and by such routes as are permitted by the competent Authorities.	

D	WATER FOR WORKS The Contractor shall provide at his own risk and cost all necessary arrangements for clean and fresh water for the works including that required by the Sub-contractors on site. He must provide for any temporary plumbing, meter , payment of all water bills, storage facilities and clear away after completion and make good works disturbed. No guarantee is given or implied that sufficient water will be available from the mains and the Contractor must make his own arrangements for augmenting this supply at his own cost as necessary. Nominated SubContractors are to be made liable for the cost of any water used or any installation specially provided for their own use.	
E	LOCAL REGULATIONS AND BY – LAWS The Contractor is to comply with all local regulations and by – laws of the local Authority including serving of notices, paying of fees including all stamp charges.	
	Carried to Collection	

ITEM	DESCRIPTION	KSHS
A	POLICE REGULATIONS The Contractor shall at all times observe police and traffic Regulations including those regarding the loading or unloading of or waiting vehicles on the Public Highways and the Contract Sum shall be deemed to include for strict compliance therewith.	
B	LIGHTING AND POWER FOR THE WORKS The Contractor shall provide at his own risk and cost the required electricity supply for the works including that required by Sub-Contractors and others on site, and pay all fees and obtain all permits in connection therewith. Nominated Sub-Contractors are to be made liable for the cost of any electrical power used and for any installations provided specifically for their own use.	

ITEM	DESCRIPTION	KSHS
A	<u>TELEPHONE</u> A telephone will be provided on site by the contactor. He must allow for footing all bills incurred by him and the design team during the entire contract period.	
B	<u>CONTRACTOR'S SUPERINTENDENT / SITE AGENT</u> 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 Architect and such directions shall be deemed to have been given to the Contractor in accordance with the Conditions of Contract.	
C	<u>LABOUR</u> No labour may be housed on site with the exception of watchmen. The Contractor shall provide, erect and maintain satisfactory housing for the watchmen and shall remove the same on completion of the works. Unless the Project Manager otherwise agrees the Contractor is to recruit locally all his unskilled labour and as much as possible of his skilled labour.	
D	<u>HOARDING</u> The contractor shall enclose the site or part of the works under construction with a hoarding 2400 mm high consisting of iron sheets on 100 x 50 mm timber posts firmly secured at 1800 mm centres with two 75 x 50 mm 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.	

E	**PROTECTION OF THE WORKS** The Contractor shall protect or cover-up all finished work liable to damage including provision of temporary roofs, gutters, drain etc. during the progress of the works and until the completion of the works. Any damage occurring to the works, materials, drains, paths or other works due to weather or want of protection during the progress of the works shall be made good by the Contractor at no extra cost.	
F	**CONCRETE CUBE TESTS** The Contractor shall allow for the cost of preparing, delivery and testing of concrete samples required by the Engineers and shall obtain test Certificates of concrete test tubes, each cube size 150 x 150 x 150 mm or such other size as may be directed by the Engineer. A set of 3No x 50 Tests @ ……= Kshs……	
	Carried to Collection	

ITEM	DESCRIPTION	KSHS
A	**PROGRAMME / PROGRESS CHART** Within seven (14) days of signing the Contract, the Contractor shall prepare a full detailed programme and progress chart in the form of bar chart, precedence diagram or network analysis showing completion dates of various sections of work and resource requirement to the approval of the Project Manager. If the Contractor proposes sectional completion of the works he must plan this detail including access roads and services and this programme shall be reflected on the chart. Upon letting of the Sub-contract works the Contractor shall incorporate times and details of each Sub-contractor's work – which information is to be agreed with the Sub-contractor concerned and the chart shall be so designed to accommodate this information. At the end of each week the Contractor shall mark on the chart in a different colour the actual time taken to complete the respective stages and section of the works. The Contractor shall also show upon the chart the anticipated weekly labour strength required, divided into labourers and craftmen, and shall similarly mark up the actual numbers employed. The Contractor shall supply approved copies of the chart to the Project Manager. The Contractor shall liaise with the Project Manager, Nominated Sub-contractors and Nominated Suppliers to ensure that Contract Completion date remains unchanged.	
B	**TRAINING LEVY** The Contractor's attention is drawn to legal Notice No. 237 of October, 1971, (or such subsequent edition as may be current) together with the latest amendments (if any) which requires payment by the Contractor of a Training Levy at the rate of ¼% (one quarter per cent) of the Contract Sum on all Contracts of more than Ksh. 50,000.00 in value and his tender must include for all costs arising or resulting therefrom. Proof of Payment of this levy will be required.	

C	**VALUE ADDED TAX** The Contractor's attention is drawn to the Provisions of the Finance Bill, 1999 which requires payment by the Contractor of Value Added Tax (VAT) on construction services rendered. **The Contractor will included VAT in his rates**	
	Carried to Collection	

ITEM	DESCRIPTION	KSHS
A	**WITHHOLDING TAX ON CONSULTANCY, AGENCY FEES AND CONTRACTUAL PAYMENTS SECTION 35 (3) (f) (i) (ii)** The Contractor's attention is drawn to the Kenya Revenue Authority (K.R.A.) Public and any other amendments thereafter Notice notifying the Tax paying public that with effect from 1st July, 2000, 2 % withholding tax is applicable to all payments made to residents persons in respect of Consultancy, Agency or Contractual Payments as follows ; i) To individuals recipients without a registered business name or without a Personal Identification Number (PIN) if the amount is Kshs. 24,000 or more per month ii) The recipient is a person working under a registered business name of having a Personal Identification Number (PIN) if the amount is Kshs. 200,000.00 or more in a month ….. In this case the payer	
	iii) should advice the commissioner of Income Tax of payments paid in writing immediately.	
	iv)	

B	**STANDARD LEVY** The Contractor's attention is drawn to Legal Notice No. 267 of 1990 (or such subsequent edition as may be current) together with the latest amendments (if any), which requires payment by all Contractor's Standards levy at the rate of 1/5% (one fifth per cent) of the ex-factory price in respect of manufacture during this each month subsequent to a ceiling of Ksh. 200,000.00 per Annum. The tenderer must allow for all cost arising or resulting therefrom. Proof of Payment of this levy will be required	
C	**SAFETY** The Contractor shall comply all times with the requirements of the Factory Act (Cap 514), Building Construction Rules, Supplement 18, Legal Notice No. 40 dated 5th April, 1984 to ensure that the safety of his workpeople and authorized visitors to the site is protected at all times. In particular, there shall be proper provision of planked footways and guardrails scaffolding, etc., protection against falling materials and tools and the site shall be kept tidy and clear of dangerous rubbish. The Contractor shall appoint a **Safety Officer** as required by the Factory Act and notify the Factory inspector of his name. The safety officer shall be on site at all times and all directions given by the Architect to the safety officer shall be deemed to be Architect's instructions, and shall be complied with promptly without additional cost to the Contract.	
	Carried to Collection	

ITEM	DESCRIPTION	KSHS
A	**PROTECTIVE CLOTHING** The Contractor shall provide all protective or any other special clothing or equipment for his employees that may be necessary. This shall include, inter-alia, safety helmets, gloves, goggles, earmuffs, gum boots, overall etc., according to the type of work. The Contractor shall ensure that safety helmets are worn by all Staff on site at all times.	

B	PROPRIETARY MATERIALS Where proprietary materials are specified here-in-after, the Contractor may propose the use of materials of other manufacture but of equal quality for approval by the Project Manager. All materials and goods where specified to be obtained from a particular manufacturer or supplier are to be used in accordance with their instructions.	
C	STANDARD FORMS Any tender with standard forms not filled as appropriate will be treated as non-responsive.	
D	TENDER VALIDITY Clause 3.6 of the Instructions to Tenderers has been amended to read: **Tenders shall remain valid for a period of One Hundred and Twenty (120) days from the date of Tender Opening and not Sixty (60) days.** All Tenderers are advised to note this amendment when filling the Form of Tender".	
	Carried to Collection	

ITEM	DESCRIPTION	KSHS
	PROJECT MANAGEMENT EXPENSES	
A	Provide a provisional sum of Kenya Shillings Eight Hundred thousand (Kshs.600,000/=) only for the Project Management team Allowances for site visits, inspections, transport, airtime and stationery.	
B	Allow for Contractor's profits and overheads on A above.(….%)	
C	Provide a provisional sum of Kenya Shillings One hundred and Fifty thousand (Kshs.150,000/=) only for Clerk of Works expenses.	
D	Allow for Contractor's profits and overheads on C above.(….%)	
E	Provide a provisional sum of Kenya Shillings Five Hundred Thousand (Kshs.500,000/=) only for stationery and equipments expenses.	
	Carried to Collection	

ITEM	PARTICULARS OF INSERTIONS TO BE MADE IN APPENDIX TO CONTRACT AGREEMENT	KSHS
	The following are the insertions to be made in the appendix to the Contract Agreement: -	
	Period of Final Measurement 3 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 ……. To be determined by the availability of funds in each phase.	
	Liquidated and Ascertained At the rate of ***Kshs.50, 000.00*** per week or part thereof	
	Prime Cost Sums for which the Contractor desires to tender for…….	
	Period of Interim Certificates: ***Monthly*** **Minimum amount of interim certificates:**	
	Period of Honouring Certificates: ***45 days***	
	Percentage of Certified Value Retained : ***10%***	
	Limit of Retention Fund: ***5%***	
	Carried to Collection	

ITEM	DESCRIPTION	KSHS
	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 Brought Forward from page PP/8 Brought Forward from page PP/9 Brought Forward from page PP/10 Brought Forward from page PP/11 Brought Forward from page PP/12	
	Brought Forward from page PP/13 Brought Forward from page PP/14	
	PARTICULAR PRELIMINARIES TOTAL CARRIED TO GRAND SUMMARY	

ITEM	DESCRIPTION	AMOUNT
	GENERAL PRELIMINARIES	
A	PRICING OF ITEMS OF PRELIMINARIES Preliminaries to the contract are mandatory conditions and responsibilities the contractor is required to fulfill for the complete and proper execution of the contract. The contractor is advised to read and understand all his obligations under preliminaries. Should he find that fulfillment of any of the items will lead to him incurring any cost not covered under measured works he shall price such works accordingly otherwise failure to price any item will be construed to mean that the tenderer has included it in other priced items in the bills of quantities.	
B	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. The working hours shall be those generally worked by good employers in the in the Building and Civil Engineering trades in Kenya. No work shall be carried out at night or on gazetted holidays unless the "PROJECT MANAGER" shall so direct. No work shall be covered up nor shall any concreting be carried out in the in the absence of the Clerk of Works without prior approval of the "PROJECT MANAGER" in writing.	

C	SITE The term "the Site" wherever used hereinafter and in all Contract Documents shall mean the lands and other places on, under or through which the works are to be executed or carried out and any other lands or places provided by the Employer for the purpose of the Contract. The Contractor is advised to visit the site and will be deemed to have acquainted himself with regard to the nature and position, means of access, risk of injury or damage to existing property, conditions undeunder which the work will have to be carried out, the supply of and conditions affecting labour and the facilities for obtaining the articles of materials referred to in these Bills of Quantities. No claim by the Contractor will be allowed on the grounds of any such matter or otherwise. The Contractor must obtain the approval of the Architect regarding the use of any materials found on site.	
	Carried to Collection	

ITEM	DESCRIPTION	AMOUNT
A	INSURANCE The Contractor shall insure as required in Condition No.15 of the Conditions of contract. No payment on account of the work executed will be made to the Contractor untill he has satisfied the "PROJECT MANAGER" either by production of an insurance Policy or and Insurance Certificate that the provision of the foregoing Insurance Clause have been complied with in all respects. Thereafter the "PROJECT MANAGER" shall from time to time ascertain that the premiums are duly paid up by the Contractor, who, if called upon to do so, shall produce receipted premium renewals for the "PROJECT MANAGER" inspection.	
B	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.	

C	QUALITY OF THE WORKS The works should be of high quality and the contractor will be required to make samples of the work to be executed for approval by the PM before he commences the carrying out of the works. The contractor should allow for sample works in his rates accordingly. Incase a sample does not meet the standards set by the PM, the contractor shall be expected to make another sample at his cost until it is approved by the PM.	
D	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 required by the "PROJECT MANAGER" for his approval or rejection and any other samples in case of rejection until such samples are approved by the "PROJECT MANAGER"and he may reject any materials or workmanship not in his opinion to be up to the 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 Ccontractor 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 Roads Public Works & Housing. 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	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 shall make whatever provisions may be required by the authorities concerned for the support, maintenance and protection of such services.	

B	**PREVENTION OF ACCIDENT, DAMAGE OR LOSS** The Contractor is notified that these works are to be carried out on a site where the Client is going on with other normal activities. The Contractor is instructed to take reasonable care in the execution of the works as to prevent accidents, damage or loss and disruption of normal activities being carried out by the Client. The Contractor shall allow in his rates any expense he deems necessary by taking such care within the site.	
C	**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.	
D	**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 the 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"	

E	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 works and stains and leave in a clean and tidy state to the reasonable satisfaction of the "PROJECT MANAGER"	
	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	**EXCEPTION TO THE STANDARD METHOD OF MEASUREMENT** Attendance Clause B19(a) of the Standard Method of Measurement is and the following clause is substituted:- Attendance on nominated Sub-Contractors shall be given as an item in and shall be deemed to include: allowing use of standing scaffolding, messrooms, sanitary conditions and welfare facilities; provision of special scalfolding where necessary, 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 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.	
C	**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 Bills of Quantities. All items 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.	
	Carried to Collection	

ITEM	DESCRIPTION	AMOUNT
A	**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 Measurements. Such sums are net and no addition shall be made to them for profit.	
B	**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 Measurements.Persons or firms nominated by the "PROJECT MANAGER" to execute work or to provide and fix materials or goods as stated in Condition No. 8 of the Conditions of Contract are described herein as Nominated Sub-Contractors. Persons or firms so nominated to supply goods or materials are described herein as Nominated Suppliers.	
C	**ADJUSTMENT OF P.C. SUMS.** In the final account all P.C. Sums shall be deducted and the amount properly expended upon the P.M's order in respect of each of them added to the Contract sum. The Contractor shall provide 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 prorata to the amount paid. Items of "attendance" (as previously described) following P.C. Sums shall be adjusted pro-rata to the physical extent of the work executed (not pro-rata to the amount paid) and this shall apply even though the Contractor's priced Bill shows a percentage in the rate column in respect of them. 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.	

D	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 MANAGERS" order added to the contract Sum. Such work shall be valued as described for variations in condition No. 22 of the conditions of Contract, but should any part of the contract be executed by a nominated SubContractor, or any articles for the Work be supplied by a Nominated Supplier, the value of such work or articles shall be treated as P.C. P.C. Sum and profit and attendance comparable to that contained in the priced Bills of Quantities for similar items added.	
	Carried to Collection	

ITEM	DESCRIPTION	AMOUNT
A	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 be 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.	
B	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 as described in Condition No 8 of the Conditions of Contract 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".	

C	<u>NOMINATED SUPPLIERS</u> The cost of "**fix only**" materials to be obtained from Nominated Suppliers which are covered by Prime Cost or Provisional Sums shall include for taking delivery where directed, checking with invoices or idents, reporting and claiming damages for shortages and damaged goods, defraying demurrage, signing for as having been received in good order, transporting, unloading, storing, covering and protecting until the time of fixing, unpacking, replacing anything lost or damaged, sorting, assembling, hoisting to required levels and fixing as described. Before placing any orders with Nominated Sub-Contractors or Nominated Suppliers the Contractor must ascertain that the terms and conditions of the quotations and the dates of delivery of materials or execution of works comply with the terms of Contract and the Progress Schedule.	
D	<u>DIRECT CONTRACTS</u> 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 the 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 and measaured and paid for to the extent executed at rates provided in these bills.	
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 and Public Works General Specification dated 1976 or any subsequent revision thereof which is issued as a separate document, and which which shall be followed in all respects unless it conflicts with the General Preliminaries, Trade Preambles or other items in these Bills of Quantities.	
C	PLANT, TOOLS AND VEHICLES Allow for providing all scaffolding, plant, tools and vehicles required for the works except in so far as may be stated otherwise herein and except for such items specifically and only required for the use of nominated SubContractors as described hereiin. No timber used for formwork, scalffolding or temporary works of any kind shall be used afterwards in the permanent work.	

D	MATERIALS AND WORKMANSHIP All materials and workmanship used in the execution of the works shall be of the best quality and description unless otherwise described. Any materials condemned by the Architect shall be immediately removed from site at the Contractor's expense. The standard of workmanship shall not be inferior to the current British codes of practice and / or equivalent Kenya Building Standards. No materials for use in the permanent construction are to be used for any temporary or other purpose other than that for which they are provided.	
	Carried to Collection	

ITEM	DESCRIPTION	AMOUNT
A	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 is to include the materials of Main Contractor, and Nominated Sub-Contractors Suppliers.	
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	**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 delivery thereof, as having received them in good order and condition, and will thereafter be responsible for any loss or damage and 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"	
D	**STORAGE OF MATERIALS** The Contractor shall provide at his own risk and cost where directed on the site weatherproof lockup sheds for the safe storage and custody of materials for the works and for the use of workmen engaged thereon and shall remove such 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.	
E	**MATERIALS FROM DEMOLITIONS** Any materials from demolitions and not re-used shall become the property of the Client/User. The Contractor shall allow in his rates for the cost of transporting, storing and securing the materials on site as directed by the "PROJECT MANAGER"	
	Carried to Collection	

ITEM	DESCRIPTION	AMOUNT
A	<u>SITE LEVELS AND SETTING OUT</u> Before commencing the work the Contractor must arrange for and agree with the Employer's Representatives the existing site levels and similarly establish and agree a bench mark. The Contractor shall set out the Works in accordance with the dimension and levels shown on the drawings and shall be responsible for the correctness of all dimensions and levels so set out by him and will be required to amend all errors arising from inaccurate setting out cost and expense. In the event of any error or discrepancies these shall be reported to by the Architect for his immediate attention. No work shall be commenced by the Contractor until he has received written instruction from the Architect to adjust such discrepancies which may be proved. Upon receipt of such instructions the Contractor shall thereupon be responsible for adjustments necessary. No claim for extra expense or relief from the Provisions of Clause 5 of the Conditions of Contract based on any discrepancy or error in the dimensions or levels shown on the Drawings may be made thereafter. Before any work is commenced by Sub-Contractors or specialist firms, dimensions must be checked on the site and . or building and agreed with the Contractor irrespective of the comparable dimensions shown on the drawings. The Contractor shall be responsible for the accuracy of such dimensions.	

B	**LABOUR REGULATIONS & FAIRWAGES** The Contractor shall comply with the Regulation of Wages and Conditions of Employment Act and pay wages and other emoluments and observe working hours and Conditions of Labour not less favourable than the minimum remuneration and conditions of employment applicable in the district in which the work is carried out. These regulations must be conveniently displayed at all times during the execution of the Contract for the information of employees in all places used for the execution of the Contract. The Contractor shall furnish to the Architect if called upon to do so such particulars of the rates of wages, hours, and conditions of labour referred to above. The Contractor shall recognize the freedom of employees to belong to Trade Unions and maintain daily records in English of time worked and wages paid to individual employees. The Contractor shall be responsible for compliance by Sub - Contractors employed in the execution of the Contract with the aforementioned labour regulations. Should a claim be made to the Architect alleging the Contractor's default in payment of fair wages of any workman employed on the Contract and if satisfactory proof thereof is furnished to the Architect by the Department responsible for labour for the time being, the Architect may, failing payment by the Contractor, pay the Claim out of any monies due or which may become due to the Contractor under the Contract	
	Carried to Collection	

ITEM	DESCRIPTION	AMOUNT
A	**SAFETY, HEALTH AND WELFARE OF WORK FORCE** The contractor shall allow for providing for safety, heath and welfare of work people and for complying with any relevant ordinances regulations or union agreements	
B	**NATIONAL INSURANCE AND PENSION FUND** The contactor shall allow for making any National Insurance or Social Security Fund or payments due in respect of his work force	

C	**HOLIDAYS AND TRANSPORT FOR WORK FORCE** The contactor shall allow for holiday and transport for work people and of complying with any relevant Ordinances Regulations or Union agreements.	
D	**OVERTIME** The Contractor shall be responsible for any extra costs for overtime arrangements he may consider necessary in order to complete the works within the Contract time unless otherwise instructed by the Architect. For any overtime worked in accordance with written instructions by the Architect, the Contractor shall be reimbursed in respect of such overtime to the extent only of the additional net cost of unproductive time payable over and above the basic hourly rates as Act, Building and construction Industry Wages Council and shall exclude any bonuses, profits and overheads.	
E	**DISTURBANCE OR NUISANCE** The Contractor shall allow for taking all necessary precautions in the order of execution of the works so as to avoid causing disturbance or nuisance to the occupants or any existing buildings on or adjacent to the works and to the public and for complying with the Architect instructions in this respect.	
F	**INTERRUPTION OF WORK** The Contractor is to allow hereinafter for all cost incurred by the interruption of work due to public parades, professions and the like.	
G	**BLASTING OPERATIONS** Blasting will only be allowed with the express permission of the Architect in writing. All blasting operations shall be carried out at the Contractor's sole risk and cost in accordance with any Government regulations in force for the time being, and any special regulations laid down by the Architect governing the use and storage of explosives.	
	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/11	
	TOTAL GENERAL PRELIMINARIES CARRIED TO GRAND SUMMARY	

ITEM	DESCRIPTION	AMOUNT
1	PARTICULAR PRELIMINARIES	
2	GENERAL PRELIMINARIES	
	TOTAL BILL NO.1 CARRIED TO GRAND SUMMARY	-

PHASE I - REFURBISHMENT WORKS

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Demolitions works				
A	Demolish 200mm thick natural stones mursonary wall to create space for 900 x 2400mm high door and 1500 x 1500mm high windows, cart and deposit debries as directed by the project manager		Item		
B	Carefully hack the floor to allow installation of new screed (m.s) cart away the debries approximetly 632 sm		Item		
C	Allow provisional sum of One Hundred and Fifty Thousand (Ksh 150,000.00)only for covering up the universal columns within the chambers with 20mm thick plain linings MDF boards		Item		
D	Allow provisional sum of Fifty Thousand (Ksh 50,000.00)only for Demolition of existing storange caggaes to allow construction of grills on the same stores (m.s)		Item		
E	Carefully demolish existing Chequred plate to allow installation od 0.6mm aluminiumzinc coated decking sheet (ms)		Item		
	Total carried to collection				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	BILL NO.1 **ELEMENT NO. 1** **DEMOUNTABLE PARTTITIONS** METAL WORK **Aluminium partitions (All provisional)** **Powder coated aluminium standard hollow sections; frames mitred at corners including reinforcing cleats all to approval colours**				
A	76 x 45 x 2 mm thick aluminium hollow sections (horizontal bottom member) screwed to floor	87	LM		
B	76 x 45 x 2 mm thick aluminium hollow sections (horizontal middle members) screwed to vertical alluminium hollow section (m/s) and grooved to approval at bottom to receive grazing (m/s).	87	LM		
C	Ditto grooved to approval at bottom to receive glazing (m/s)	87	LM		
D	Ditto vertical piece grooved to approval at both sids to receive glazing (m/s) fixed to skirting and middle piece (m/s).	392	LM		
E	76 x 45 x 2 mm thick aluminium hollow sections vertical corner and entrance piece to approval. Aluminium skirting	135	LM		
F	3mm Thick x 75mm high skirting screwed to 75x50mm thick base member (m/s) with and including screws	87	LM		

	Alminium Beadings				
G	43x19x1.6 mm thick beading member riveted to alminium framing (m/s)	209	LM		
	Rubber Gasket				
H	25x12mm Thick approved rubber lining to aluminium framing (m/s)	209	LM		
	Total carried to collection				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	GLAZING				
	6mm Thick glass with decorative film to aluminium frames (m/s) with rubber gaskets (m/s)				
A	Panes 0.5 to 1.0 square meters	18	SM		
	10mm thick frameless glass fixed to steel mezzaninne floor and concrete floor above	38	SM		
	Pure aluminium louvered jambs				
B	For 600mm wide 7 No. louvres	146	PRS		
C	5mm thick clear sheet glass in 600mm wide polished louvres	614	LM		
	~~Medium chisel dressed natural stone~~ walling in cement and sand (1:4) mortar reinforced with and including 25 x 3mm thick hoop iron in every alternate course				

D	200mm Thick walling internally	28	SM		
	DOORS Supply and fix alminium door; with 6mm thick frosted decorated glass panel and laminated MDF boards fix to alminium frames and including locking and hunging devices and "UN-ION" door closer				
E	Door size 1200 x 2100mm high Mild steel Doors	11	NO		
F	900 x 2400mm high mild steel pannel door comprising of 400 x 900 mm high 10mm thick glass panels including decorative grill externally 900 x 200mm and 900 x 300mm high double plates complete with 100 x 50 x 3mm RHS framing and metal lugs including purpose made hanging and locking accessories once primed with red oxide primer before delivery to the site including three lever mortice lock as per 'Union' Ref 2277 or other equal and approved manufacturer	2	NO		
	Total carried to collection				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Knot, prime, prepare and apply three coats gloss oil paint to:				
A	General surfaces of metal	9	SM		
	Ironmongery				
	Supply and fix the following ironmongery with matching screws to wood				

B	Door closer as Briton CAT No. 200	11	NO		
C	Rubber door stoppers, as Union	11	NO		
	WINDOWS				
	Supply, assemble french style window and fix the following purpose-made mild steel casement windows; standard metal section from approved manufacturer complete with horizontal and vertical grid of 200 x 250mm pannels ,frames, transomes, mullions and with and including permanent ventilators comprising "T" bar, gauze and 16 gauge sheet metal hood 50mm high x 50mm projection to full width of window, coupling mullions, approved ironmongery				
D	Window overal size 1500 x 1500mm high	12	NO		
	Prepare and apply three coats gloss oil paint to surfaces of metal				
E	Glazed surfaces; both sides (measured gross)	24	SM		
F	Ditto grilled surfaces; both sides (measured gross)	24	SM		
G	Ditto mezaninne floor surfaces; both sides (measured gross)	395	SM		
	Curtain Rod				
H	50mm Diameter brass coated curtain rods fixed with matching brackets and rings.	9	LM		
	Windows				
I	Supply and fix Venetian Window Blinds to general casement window surfaces to specifications	9	SM		

	Total carried to collection				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Alluminium frames grills on frameless glass ares				
A	76 x 45 x 2 mm thick aluminium hollow sections	190	LM		
	Grilles on stalls on ground floor				
B	Galvanized mild steel grille comprising of 50x50 x 3mm mild S.H.S tubes framing weld 25x25x4mm S.H.S tubes horizontal and vertical round bars at 125mm centres, include finishing smooth welded joints and applying primer and three coats of gloss ol paint.	44	SM		
C	Ditto size 900x2400mm High door opening.	5	SM		
	Grilles on External wall average height 6000 metres .				
D	Galvanized mild steel grille comprising of 50x50 x 3mm mild S.H.S tubes framing on both horizontal and vertical weld 25x25x4mm S.H.S tubes horizontal and vertical round bars at 600mm centres, anchored on the floor and on the wall including finishing smooth welded joints and applying primer and three coats of gloss ol paint.	702	SM		
	Grilles on Roof space				

E	Galvanized mild steel grille comprising of 50x50 x 3mm mild S.H.S tubes framing on both horizontal and vertical weld 25x25x4mm S.H.S tubes horizontal and vertical round bars at 250mm centres, anchored on the floor and on the wall including finishing smooth welded joints and applying primer and three coats of gloss ol paint.	632	SM		
	Total carried to collection				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Floor finishes cement and sand screed (1:4)				
D	25mm Thick (average) to receive hypoxy finishs (m.s)	632	SM		

E	25mm Thick (average) to receive Granitto tiles finish (m.s)	632	SM		
	Total carried to collection				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	COLLLECTION				
	From page	IEBC/2			
	From page	IEBC/3			
	From page	IEBC/4			
	From page	IEBC/5			
	From page	IEBC/6			
	TOTAL PARTITIONING CARRIED TO				

	SUMMARY				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	SUMMARY				
1	DEMOLITIONS				
2	RENOVATIONS WORKS				
	TOTAL BILL NO.2 CARRIED TO GRAND SUMMARY				

PHASE II - KIEMS KITS STORAGE

PROPOSED REFURBISHMENT OF INDEPENDENT ELECTORAL AND BOUNDARIES COMMISSION GO DOWN AT SUPPLIES

BRANCH INDUSTRIAL AREA AND ASSOCIATED MECHANICAL AND ELECTRICAL SERVICES

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Kims Kit plywood Pigeons				
	The following 3350 x 2700mm and 4250 x 2700mm high kims kit plywood pigeons of 250 x 350 x250mm drawers with 3.6mn thick plywood divisions .				
A	25mm thick plywood	1,768	SM		
B	9mm thick plywood	1,550	SM		
C	3.6mm thick plywood	699	SM		
	~~Wrot Cypress or other equal and approved~~ :-				
D	50mm x 50mm fixed to support pigeon	576	LM		
	Steel works				
E	Supply and install 203 x 203 x 47.5kg UB welded on the existing UB beams	3,847	NO		
F	6mm thick aluminiun zinc coated structural decking sheet	67	SM		
	Base plate				
G	260 x 260 x 16mm thick base plate	20	NO		

H	600mm long 20mm diameter holding down bolts Insitu reinforced concrete: grade20/20 : vibrated in:-	80	NO		
J	75mm thick slab	67	SM		
K	Screed; cement and sand 1:4 with approved integral dust proofing additive wood floated.	67	SM		
	Carried to collections below				

PROPOSED REFURBISHMENT OF INDEPENDENT ELECTORAL AND BOUNDARIES COMMISSION GO DOWN AT SUPPLIES BRANCH INDUSTRIAL AREA AND ASSOCIATED MECHANICAL AND ELECTRICAL SERVICES

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Ceiling Acoustic Celing				
A	600x600mm "hunter-Douglas" or any other equal and approved suspended miniaboard Accoustic ceiling including all the necessary aluminium suspended framing and branderings, panels suspension hangers, flush jointing and trap doors.	632	SM		

	Plywood				
B	25mm thick plywood fixed to already installed security grills on the external walls	702	SM		
	Prepare and apply three coats gloss oil paint to				
C	25mm plywood internal surface	702	SM		
	Eypoxy				
	Supply and apply Epoxy on the go down floor as per industrial specification to clients colour specifications	632	SM		
	Granito floor tiles or other equal and approved jointed and pointed with matching cement sand (1:4) mortar: colour quality and pattern to the Project Manager's scheme in;				
D	400 x 400 x 8mm thick granitto floor tiles fixed with an approved adhesive on prepared screed(m/s)	87	SM		
E	100mm skirting	102	SM		
	Carried to collections				
	COLLECTIONS From page 1 From page 2				

	Total Bill No. 3 carried to grand summary				

IEBC/43

CIVIL WORKS

PROJECT: PROPOSED RENOVATION OF IEBC WAREHOUSE FOR STORAGE OF ELECTION TECHNOLOGY EQUIPMENTS

BILL NO 1: ACCESS ROAD AND PARKING

Item	Description	Unit	BOQ Qty	Rate	Contract Amount Ksh
	EXTERNAL WORKS (PROVISIONAL)				
	SITE CLEARANCE (PROVISIONAL)				
A	Clear site of grass, bushes, shrubs and hedges; grub up roots and remove from site	SM	500		
	ROADWORKS)				
	Earthworks				
B	Excavate oversite to remove top soil average 150mm deep, dispose as directed by the Project Manager.	SM	500		
C	Excavate to formation level, depth n.e 1.0m average depth 0.7m.	CM	375		
D	Extra over for excavation in rock	CM	1		
E	Load and cart away from site surplus excavated material as directed by the PM.	CM	375		
F	Provide, lay and compact approved filling material in layers not exceeding 150mm thick upto formation level.	CM	300		
G	Trim and compact formation to correct crossfalls.	SM	500		
H	Treat the surface with approved herbicide.	SM	500		
	Construction				
J	Provide, lay and compact 150mm thick approved murram for sub-base to 98% M.D.D. specifications..	SM	500		
K	Provide, lay and compact 150mm thick approved hand packed stone base to 98% M.D.D specifications.	SM	500		
L	Provide and spread on hand packed stone 50mm thick stone dust ready to receive medium duty interlocking precast paving blocks.	SM	500		

M	Provide,lay and compact 80mm thick heavy duty interlocking paving blocks (min strength 49N/mm²).	SM	500		
	TOTAL CARRIED TO COLLECTION				

BILL NO 2: ACCESS ROAD AND PARKING

Item	Description	Unit	Qty		
	Kerbs and channels				
A	Provide, lay and joint along the edge of the road and parking 250x125mm kerb and 125x100mm channel, including 450x350mm concrete bed and haunch (mix 1:3:6) and any necessary formwork to detail (50) 5332 'B'	LM	200		
B	Ditto but curved to varying radii as shown on the plan.	LM	20		
	Kerbs Only				
C	Provide, lay and joint along the edge of the road and parking 250x125mm kerb including 350x325mm concrete bed and haunch (mix 1:3:6) and any necessary formwork to detail (50) 5332 'A'	LM	50		
D	Ditto but curved to varying radii as shown on the plan.	LM	20		
	Channels Only				
E	Provide, lay and joint 125x100mm precast concrete channel including 200mm thick concrete bed and haunch, mix 1:3:6, any necessary excavation, formwork and disposal of surplus material.	LM	30		
	Prepare and prime concrete surfaces and				

	apply two coats of approved road marking paint to:-				
F	Driveways / parkings 100mm wide stripes.	LM	250		
G	250mm Kerb	LM	150		
H	Allow a provisional sum of Ksh. One Hundred Thousand (Ksh 100,000.00) for any additional road works to be used at the discretion of the Engineer.	SUM			
	TOTAL CARRIED TO SUMMARY PAGE				

BILL NO 2: ACCESS ROAD AND PARKING

Item	Description	Unit	Qty		
	COLLECTION From page CIV/2				
	From page CIV/3				
	TOTAL CARRIED TO SUMMARY PAGE				

PROJECT: PROPOSED RENOVATION OF IEBC WAREHOUSE FOR STORAGE OF ELECTION TECHNOLOGY EQUIPMENTS

BILL NO 2: FOOTPATHS AND PAVED AREAS

Item	Description	Unit	Qty		
	FOOTPATHS.				
A	Remove vegetable soil average depth 150mm and dispose as directed by project manager	SM	50		
B	Excavate to formation level, depth n.e 0.5m average depth 0.3m.	CM	20		
C	Load and cart away from site surplus excavated material.	CM	20		
D	Provide, lay and compact 100mm thick approved murram base.	SM	50		
E	Provide and apply persistent herbicide.	SM	50		
F	Provide, lay and joint in cement mortar 600 x 600 x 50mm thick precast concrete paving slabs including 50mm thick sand bed.	SM	50		
G	Provide, lay and joint 125x100mm precast concrete channel including 100mm thick concrete bed and haunch, mix 1:3:6, any necessary excavation, formwork and disposal of surplus material.				
	PAVING SLABS AROUND THE BUILDING	LM	35		
H	Clear area around the building and trim surfaces above to achieve reduced levels and cart away excavated material to tips as directed.				
	Depth n.e 0.2m.	CM	16		
J	Treat surface of formation with approved persistent herbicide.	SM	80		
K	Provide, lay and compact 100mm hardcore filling.	SM	80		

L	Provide, lay and compact 50mm concrete (mix 1:4:8) blinding.	SM	80		
M	Provide, lay and joint in cement sand mortar (mix 1:4), 600 X 600 X 50mm thick precast concrete paving slabs.Drg. (50) 5353.	SM	80		
	TOTAL CARRIED TO COLLECTION				

BILL NO 3: STORM WATER DRAINAGE

Item	Description	Unit	Qty		
	<u>Open storm water drain</u>				
A	Excavate trench for 450x225mm external dimension Pcc IBD not exceeding 0.7m (average depth 0.45m) including trimming sides to slope and disposal of surplus material to detail (50) 5329 'B'.	CM	30		
B	Ditto but average depth 1.0m ditto.	CM	40		
C	Extra over for excavation in rock	CM	1		
D	Provide, lay and compact 100mm thick approved murram bed and on sloping sides of the IBD to detail (50) 5329'B'	SM	180		
E	Provide, lay and joint 450 x 225 x 600mm external dimensions Pcc IBD to detail (50) 5326.	LM	100		
F	Extra over Item F for one side slab on each side to detail (50) 5329'B'.	LM	50		
G	Extra over Item F for two sides slabs on each side to detail (50) 5329 'B'.	LM	20		

H	<u>Storm water drainage around the buildings.</u> Provide, lay and joint 800x500x175mm precast concrete Storm Water Channel in-cluding 50mm thick concrete bed, mix 1:3:6, any necessary excavation, form-work and disposal of surplus material to detail (50) 5353.	LM	30		
	TOTAL CARRIED TO COLLECTION				

PROJECT: PROPOSED RENOVATION OF IEBC WAREHOUSE FOR STORAGE OF ELECTION TECHNOLOGY EQUIPMENTS

BILL NO 3: STORM WATER DRAINAGE

Item	Description	Unit	Qty		
	<u>Culverts</u>				
A	Excavate in trench for 450mm diameter pre-cast concrete pipes, backfill and compact after laying of pipes and cart away surplus material..				
	Average depth 1.0m.	CM	8		
D	Extra over for excavating in rock	CM	1		
E	Provide, lay and joint 450mm diameter precast concrete pipes including 75mm thick concrete bedding and surround (mix 1:3:6). Include for all necessary formwork. Detail (50) 5310 'C'				
	<u>Headwalls</u>	LM	10		
H	Provide all materials and construct head walls to detail (50) 5318 including excavations,150mm concrete base backfilling along the sides and dispose excess material.	NO	2		
	<u>Stone pitching</u>				
J	Provide all materials and stone pitch the edge of the storm drain and other sloping surfaces as directed by the Engineer.	SM	30		

K	Allow for provision sums of Ksh One Hundred Thousand (Kshs 100,000.00) for any additional stormwater drainage works to be used at the discretion of the Engineer	SUM			
	TOTAL CARRIED TO COLLECTION				

BILL NO 3: STORM WATER DRAINAGE

Item	Description	Unit	BOQ Qty		
	COLLECTION From page CIV/6				

	From page CIV/7				
	TOTAL CARRIED TO SUMMARY PAGE				

Item	Description	Unit	Qty		
	<u>Excavations</u>				
A	Excavate trench for 160mm diameter pipe and bed under, not exceeding 1.50m deep from ground level average depth 1.0m	CM	45		
B	Ditto, for item B above, but depth exceeding 1.5m but n.e 2.5m, average depth 2.0m.	CM	10		

C	Extra over for excavation in rock	CM	1		
	PIPE WORK				
D	Provide, lay and joint 160mm diameter UPVC pipe (Class 41 Golden brown) including 100mm approved material bedding and 150mm surround to detail (50) 5310 'F'.	LM	50		
E	Ditto; Item G above, but including 150mm concrete bedding and surround to detail (50) 5310'C'	LM	20		
	MANHOLES.				
	Excavation				
	Manhole Type A&B (5No.)				
F	Excavate in pit for rectangular manhole type A&B as per details (50)5300 and (50)5301,return fill and ram selected material after construction of manholes and cart away surplus material	CM	100		
	Manhole Type C (4No.)				
H	Ditto, but rectangular manhole type C detail (50)5302 depth exceeding 1.0m but n.e 1.5m.	CM	40		
	Manhole Type D (1No.)				
J	Ditto, but rectangular manhole type D detail (50)5303 depth exceeding 1.5m but n.e 2.0m.	CM	10		
K	Extra over for excavation in rock	CM	1		
	TOTAL CARRIED TO COLLECTION				

PROJECT: PROPOSED RENOVATION OF IEBC WAREHOUSE FOR STORAGE OF ELECTION TECHNOLOGY EQUIPMENTS

BILL NO 4: FOUL WATER DRAINAGE

Item	Description	Unit	Qty		
	CONSTRUCTION Concrete class P (mix 1:4:8) AProvide all materials, mix and place 50mm thick concrete as blinding for manholes.SM30 Vibrated concrete class 15 (mix 1:3:6) BProvide all materials, mix and place 150mm thick base slab for manholes.SM15 Vibrated reinforced concrete class 20/20 (mix 1:2:4) CProvide all materials, mix and place 100mm thick concrete class 20 as cover slab for man holes.SM25 DDitto but 150mm thick.SM14				
	Vibrated concrete class 20 (mix 1:2:4) EProvide all materials, mix and place concrete class 20 as benching for 160mm diameter pipe. Include for forming the main and branch channels as well as finishing benching to falls and building-in pipes as per detailed drawings.SM WALLING. Provide, lay and joint 150mm thick approved concrete block or dressed natural stone walling to manholes types A and B details (50) 5300 and SM	15 80 44			

(50) 5301. Ditto but 200mm thick for manholes types C &		216			
D details (50) 5302, (50)5303 and (50) 5304.SM <u>Mild Steel Reinforcement Bars to B.S 4449.</u> Provide 8mm diameter bars for cover slab to detail (50) 5309.KG					
	TOTAL CARRIED TO COLLECTION				

Item	Description	Unit	Qty		
	<u>Step Iron.</u>				
A	Provide and fix deep galvanized malleable iron as step iron to B.S 1247 as per detailed drawings.	NO.	40		
	<u>Rendering.</u>				
B	Provide 12mm thick water proof cement and sand (mix 1:3) steel float finished rendering to walls.	SM	80		
C	Ditto but to cover slab.	SM	27		
D	Provide 12mm thick cement and sand (mix 1:1) water proof rendering trowelled smooth to surface of benching.	SM	18		
	<u>C.I Manhole Cover and Frame to B.S 497 & B.S 556.</u> Provide and fix 600 X 450mm medium duty C.I manhole cover and frame and grease to detail 50 (5313).	NO.	10		

	Allow for testing of the whole foul drainage system in the presence of the Engineer/Project Manager and make good any defects, re-test as necessary and leave the whole system perfect and to the satisfaction of the Engineer/Project	ITEM			
	Allow for connection to existing manhole.	ITEM			
	Allow for provision sums of Ksh One Hundred Thousand (Kshs 100,000.00) for any additional foul water drainage works to be used at the discretion of the Engineer	SUM			
	TOTAL CARRIED TO COLLECTION				

PROJECT: PROPOSED RENOVATION OF IEBC WAREHOUSE FOR STORAGE OF ELECTION

TECHNOLOGY EQUIPMENTS

BILL NO 4: FOUL WATER DRAINAGE

Item	Description	Unit	Qty		
	COLLECTION From page CIV/10 From page CIV/11 From page CIV/12				
	TOTAL CARRIED TO COLLECTION				

PROJECT: PROPOSED RENOVATION OF IEBC WAREHOUSE FOR STORAGE OF ELECTION
TECHNOLOGY EQUIPMENTS
SUMMARY PAGE

Item BILL	Description			
	SUMMARY	PAGE		
1	ACCESS ROAD AND PARKING	CIV/4		
2	FOOT PATH AND PAVED AREAS	CIV/5		
3	STORM WATER DRAINAGE	CIV/9		
4	FOUL WATER DRAINAGE	CIV/14		
	TOTAL CARRIED TO GRAND SUMMARY			

ITEM	DESCRIPTION	AMOUNT
1	KIEMS KIT WORKS	
2	CIVIL WORKS	
	TOTAL BILL NO.5 CARRIED TO GRAND SUMMARY	

PHASE III- Electrical Works

PROPOSED REFURBISHMENT OF IEBC GO DOWN AT SUPPLIES BRANCH, INDUSTRIAL AREA AND ASSOCIATED ELECTRICAL AND MECHANICAL SERVICES. W.P. ITEM NO.

ELECTRICAL INSTALLATION WORKS

BILL NO. 1 : SUB-CONTRACT PRELIMINARIES

Item	Description	Qty	Unit	Rate (Kshs)	Amount (Kshs)
1.00	Discrepancies clause 1.02				
2.00	Conditions of Sub-Contract Agreement clause 1.03				
3.00	Payments clause1.04				
4.00	Site Location clause 1.06				
5.00	Scope of Contract Works clause 1.08				
6.00	Extent of the Contractor's Duties clause 1.09				
7.00	Firm Price Contract clause 1.12				
8.00	Variation clause 1.13				
9.00	Prime Cost and Provisional Sum clause 3.14 (insert Profit and Attendance which is a percentage of expended PC or Provisional Sum.)				
10.00	Bond clause 1.15				
11.00	Government Legislation and Regulations clause 1.16				
12.00	Import Duty and Value Added Tax clause 1.17(Note this clause applies for materials supplied only. VAT will also be paid by the contractor as allowed in the summary page)				
13.00	Insurance Company Fees clause 1.18				
14.00	Provision of Services by the Main Contractor clause 1.19				
15.00	Samples and Materials Generally clause 1.21				
16.00	Supplies clause 1.20				

17.00	Bills of Quantities clause 1.23				
18.00	Contractor's Office in Kenya clause 1.24				
19.00	Builder's Work clause 1.25				
20.00	Setting to Work and Regulating System clause 1.29				
21.00	Identification of Plant Components clause 1.30				
	Sub-Total C/F to Next Page				
Item	Description	Qty	Unit	Rate (Kshs)	Amount (Kshs)
	Sub-Total B/F from Previous Page				
22.00	Working Drawings clause 1.32				
23.00	Record Drawings(As Installed) and Instructions clause 1.33				
24.00	Maintenance Manual clause 1.34				
25.00	Hand Over clause 1.35				
26.00	Painting clause 1.36				
27.00	Testing and Inspection – Manufactured Plant clause 1.38				
28.00	Testing and Inspection – Installation clause 1.39				
29.00	Storage of Materials clause 1.41				
30.00	Initial Maintenance clause 1.42				
31.00	Local and other Authorities Notices and Fees clause 1.60				

32.00	Temporary Works clause 1.63				
33.00	Patent Rights clause 1.64				
34.00	Mobilization and Demobilization Clause 1.65				
35.00	Supervision by Engineer and Site Meetings Clause 1.67	1	Lot		
36.00	Allow for Taxes, Profit and Attendance for the above Item 35.00	1	20%		
37.00	Amendment to Scope of Sub-contract Works clause 1.68				
38.00	Contractor Obligation and Employer's Obligation clause 1.69				
	Total for Bill No. 1: Sub-Contract Preliminaries C/F to Grand Price Summary Page				

SCHEDULE NO. 1: INSTALLATION WORKS.

Item	Description	Qty	Unit	Rate (Kshs)	Amount (Kshs)
1.01	Supply, Install, test and commission the following : Lighting point wired in 3×1.5 mm2 single core PVC cables drawn in Ø20mm heavy gauge conduits concealed in walls and floors,1&2-way switched but excluding the light fitting itself.				
	(a) One way switching.	97	No.		
	(b) Two way switching.	31	No.		
	i) 10A moulded switches as MK, Clipsal, BG, Crabtree or approved equivalent as follows:				
	(a) 1 gang 1 way	13	No.		
	(b) 1 gang 2 way	2	No.		

	(b) 2 gang 1 way	11	No.		
	(b) 2 gang 2 way	4	No.		
1.02	LIGHTING FITTINGS Lighting fittings complete with all accessories including lamps of appropriate wattage and colour rendering and fixing materials as follows: (a) 41W, 1168mm LED batten with removeable LED engine, switchable driver, as Thorn PopPack or approved equivalent.	83	No.		
	(b) Standard Recessed 600mmX600mm,30W,3600lm, 6500k Daylight LED Panel Light, Office Compliant, IP44 ,as PHILLIPS Coreline cat. No. RC127VW60L60 or approved equivalent.	27	No.		
	(c)28W, 6500k Daylight , ø300mm, Surface Mount circular luminaire with polycarbonate body and trim in white Polycarbonate opal diffuser and LED . As Thorn Club LED cat No. 96617056 or equal and approved equivalent	21	No.		
	(d) Self-contained double sided EXIT sign with 8W fluorescent lamp for nonmaintained emergency lighting for 3 hour duration as Sapphire or approved equivalent.	4	No.		
	Sub-Total C/F to the Next Page				

Item	Description	Qty	Unit		
1.03					
	Sub-Total B/F from Previous Page				
	POWER POINTS a) 13A Ring Mains Raw Socket Outlet Points wired in 3 x 2.5 mm2 SC PVC insulated CU cables drawn in 25 mm Ø HG PVC conduits/Trunking concealed in building fabric complete with all the necessary accessories excluding socket outlet plate.	902	No.		

	b) 160mm x 50mm deep two-compartment metal trunking complete with all accessories As Manufactured by Schneider Electric or approved equivalent.	100	Lm.		
	13A switched white moulded case socket outlet plates as MK, Clipsal, BG, Crabtree or an approved equivalent.				
	(a) Twin outlet.	887	No.		
1.04	Hand Drier's Power Point, wired in 3x 2.5sq mm PVC SC copper cables drawn in concealed 25mm Dia. HG PVC conduits complete with all accessories but excluding the D.P switch.	2	No.		
	20A DP Control Switch marked 'As Per Application' with neon light and cord outlet for item above as MK, Crabtree or approved equivalent.	2	No.		
1.05	3 Compartment Floor Box with self closing lock lid for safety, C/W compartment dividers to Separate Power and Data. The Floor box should house 3No. Twin Sockets and 2No. Data outlets	5	No.		
	ii) 13A switched twin socket outlet mounted on the Floor Boxes above MK Electric or equal and approved equivalent	15	No		
1.06	Air Circulating Fan's Power Point, comprising wiring drawn in 3x2.5mm2 PVCSC-CU cables in concealed 25mm Diameter HG PVC conduits complete with all accessories but excluding the D.P switch .	2	No.		
1.07	13A DP Control Switch marked 'As Per Application' with neon light and cord outlet for item above as MK, Crabtree or approved equivalent.	2	No.		
1.08	Air Conditioner's radial circuit comprising wiring in 3x4.0mm sq. single core PVC insulated copper cables drawn in 25 mm diameter heavy gauge PVC conduits concealed in wall and complete with all the necessary accessories but excluding the D.P switch.	4	No.		
1.09	20A DP Control Switch marked 'As Per Application' with neon light and cord outlet for item above as MK, Crabtree or approved equivalent.	4	No.		

1.10	Instantaneous Shower's Power Point, comprising wiring drawn in 3x4mm2 PVCSC-CU cables in concealed 25mm Diameter HG PVC conduits in shower room complete with all accessories but excluding the D.P switch.	2	No.		
1.11	20A DP Control Switch marked 'As Per Application' with neon light and cord outlet for item above as MK, Crabtree or approved equivalent.	2	No.		
1.12	Toilet Extract Fan (1-Φ) Power Point, wired in 3x 4.0sq mm PVC SC copper cables drawn in concealed 25mm Dia. HG PVC conduits complete with all accessories but excluding the D.P switch.	2	No.		
1.13	16A DP Control Switch marked 'As Per Application' with neon light and cord outlet for item above as MK, Crabtree or approved equivalent.	2	No.		
1.14	Power Distribution Units (PDU) 12 way Surge Protected /Triplite with 2m cable	800	No.		
	Sub-Total C/F to the Next Page				

Item	Description	Qty	Unit	Rate (Kshs)	Amount (Kshs)
	Sub-Total B/F from Previous Page				
	INTERNAL POWER DISTRIBUTION				
1.15	12Way TPN+E, surface mounted Distribution Board complete with 100A integral isolator as SCHNEIDER ELECTRIC or equal and approved equivalent complete with all accessories but excluding MCBs.	10	No.		
1.16	MCB's for item above				
	(i) 10A SP	10	No.		
	(ii) 20A SP	0	No.		

	(iii) 30A SP	245	No.		
	(iv) SP Spareway Carry out concise permanent traffolyte labelling for all the sub-circuits in item above.	100 1	No. Item		
	MAIN LV BOARD				

1.17	Supply, install, test and commission a Free-standing Powder Coated purpose made front access lockable LV switchboard with 250A TP+N+E Bus Bars manufactured in 12SWG galvanised mild steel sheet and finished in cream powder coating (or appropriate colour) as shown on the schematic (the othe details as per Particular Specification). To be manufactured by either Power Technics or Specialised Power Systems or approved manufacturer with the following details: a) Incoming i) 1No. Incomer 200A TPN MCCB with shunt trip ii) Space for Three Phase KPLC metering and fuses iii) 1No. Voltmeter 0-600V plus selector switch. iv) 1No. Ammeter plus selector switch with C.T.s (400/5) v) 3No. Phase indic	1	Item		
	ating lights vi) 1No. Power factor meter b) Outgoing i) 2No. 100A TPN MCCB ii) 6No. 63A TPN MCCB iii) 2No. 40A TPN MCCB iv) Space for 2No. TPN MCCBs v) Space for 2No. SPN MCCBs c) A suitably rated 415V three-phase surge diverter as Furse ESP 415, fully wired. d) Carry out comprehensive labeling of all the bus bars, circuit breakers etc. above, indicating the areas served, outgoing cable sizes etc.				
1.18	Earthing of the subboard in accordance with KP&L company requirements, IEE regulations,the government Electrical Installations regulations and other statutory requirements comprising but not limited to the following.				
	a) 25mm x 3mm pure copper tape as Furse	3	Lm		

	b) 1500mm x 15mm pure copper electrode	1	No.		
	c) Tape to earth rod clamp as Furse	1	No.		
	d) Pre-cast concrete inspection pit	1	No.		
1.19	50KVArs automatic power factor correction capacitor bank switched in 2 steps of 15 KVArs and 2 steps of 10 KVArs as that manufactured by Power Technics or equal and approved equivalent for Item 1.01 above. The bank to be made from low-loss bio-degradable compactive units, complete with earthed enclosure.	1	Item		
1.2	4core, 2.5mm2 PVC/PVC/PVC cable to emergency shunt trip button for fireman's switch drawn in 25mm diameter conduit.	40	Lm		
1.21	Fireman's switch to be installed at the main entrance complete with 100A contactor	1	No.		
	Sub-Total C/F to the Next Page				
Item	Description	Qty	Unit		
	Sub-Total B/F from Previous Page				
	POWER DISTRIBUTION CABLING				
1.22	Supply and install the following electric power cables:	200	LM		
	i)4x10 Sq.mm armoured PVC/SWA/PVC CU cable from MLV Board to Distribution Boards complete with cable glands				
	FIRE DETECTION AND ALARM SYSTEM				

1.23	Supply, deliver, install and commission a complete Fire Detection and Alarm system, addressable type and in accordance with BS 5839 :2000, P2 and L2 i) Power outlet for Fire Alarm Panel done in concealed 25 mm diameter Heavy Gauge PVC conduit, wiring in 3 x 2.5mm2 SC-PVC-CU cables and all accessories, including 5A fused unswitched connection unit with neon light.	1	No.		
	ii) Outlet for fire alarm manual call point/smoke/heat detector wired in 2x1.5mm2 Fire Resistant screened cables drawn in 20mmØ concealed HG PVC conduits including all accessories	27	No.		
	iii) Addressable Resettable flush mount call point incorportating integral short circuit isolator and reset key as Menvier or equal and Approved Equivalent	2	No.		
	iv) Addressable Electronic Fire Alarm sounder complete with Red Flashing beacon as MENVIER or equal and approved equivalent.	2	No.		
	v)Addressable optical- Photoelectric smoke detector as Menvier or equal and approved. Equivalent	23	No.		
	vi)1 Loop Addressable fire detection and alarm panel complete with 72 hour stand by batteries, zone indicator lights, test and reset buttons and supervisory buzzer as Menvier cat. No. CF1100VDS or approved equivalent. Any other item to complete the installation i)	1	No.		
	Total for Schedule No. 1: Electrical installation works C/F to Grand Price Summary Page				
	SCHEDULE NO. 2: PROJECT MANAGER'S STATIONERY				
Item	Description	Qty	Unit	Rate (Kshs)	Amount (Kshs)
2.00	Supply and deliver to the Project Manager the following stationery to be used in running the project: Photocopying paper white A4 80g/M^2 (Reams)	5	No.		

2.01	Paper stapler as Rapid classic2 for 24/6-8 staples	2	Item		
2.02	A4 size translucent PVC covers as KATKO or approved equivalent, 100 sheets blue in colour and 0.2mm thick	2	Pkts.		
2.03	22mm diameter spiral binders black in colour	2	Pkts.		
2.04	HP Laser Jet Cartridges i)				
	Q7553A	2	No.		
	ii) CE505A	2	No.		
2.05	HP toner Catridges: i) HP 410 A	1	No.		
	Total for Schedule No. 9: Project Manager's Stationery C/F to Grand Price Summary Page				

	GRAND PRICE SUMMARY PAGE				
ITEM	DESCRIPTION				
1.00	TOTAL FOR SCHEDULE NO. 1: ELECTRICAL INSTALLATION WORKS.				
2.00	TOTAL FOR SCHEDULE NO. 2: PROJECT MANAGER'S STATIONERY				
3.00	TOTAL FOR SCHEDULE NO. 10: CONTIGENCY SUM				
	GRAND TOTAL FOR ELECTRICAL INSTALLATION WORKS				

Grand Total Cost Estimates: Say Kshs

Total Amount in Words (Kenya Shillings.....

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Bidder's Name & Official Stamp

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P.O. Box.....

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Signature.....Date.....

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PIN NO.....V.A.T Certificate NO.....

Witness.....Address.....

Signature of Witness.....Date.....

PHASE IV - STRUCTURED CABLING , CCTV AND ACCESS CONTROL

SCHEDULE NO. 2: CCTV INSTALLATION WORKS - CONTINUED…..

Item	Description	Qty	Unit	Rate (Kshs)	Amount (Kshs)
	Sub-Total B/F from Previous Page				
2.08	40mm x 20mm deep single-compatment metal trunking complete with all accessories As Manufactured by Schneider Electric or approved equivalent.	100	Lm.		
2.09	75mm x 50mm deep single-compatment metal trunking complete with all accessories As Manufactured by Schneider Electric or approved equivalent.	100	Lm.		
2.10	Grounding and bounding kit complete with 50mm diameter copper bounding bar and 6mm thick green and yellow wire. The Earthing of the system is to be to the approval of the Engineer.	1	Lot		
	CABLING				
2.11	Cat 6A, UTP 4 Pair cable as Molex or its equal and approved equivalent.(This is provisional length, actual length will be measured)	700	Lm.		
2.12	1M, Cat 6A, UTP factory terminated Patch Cords as Molex or its equal and approved equivalent.	20	No.		
2.13	Cat 6A, UTP 2U, Cable Manager/Organizer as Molex or its equal and approved equivalent C/W all the necessary accessories.	1	No.		
2.14	20mm Flexible Conduits in metres	20	Lm.		
2.15	Cable ties, Wrap Markers, Tower clips, Insulating Tapes, Masking Tapes e.t.c.	1	Item		
	SERVER SYSTEM & STORAGE				
2.16	24 CH Network Video Recorder (NVR); 100Mbps network camera recording; Embedded Linux OS; Up to 8/6 RAID-5 + Hot standby; SATA Internal HDDs; External e-SATA (2 ports), iSCSI storage (32TB) iSCSI storage supported.	1	No.		

2.17	24TB Surveillance SATA HDD Suitable for NVR ABOVE.	1	No.		
2.18	CCTV and Access Control dedicated Desktop Computer, Intel corei7, 64-bit, 4GB Video Graphics Card Processor/3.6GHz Quad-core/8GB System RAM/4TB SSD/DVD RW/ win10/21" Screen of Multi-Monitor Support complete with a printer as specified in particular specifications for central monitoring	1	No.		
2.19	Central IP Video Surveillance Management Software for viewing and Recording live video of premises with support for multi-site / multi-client monitoring (for upto 2 No. client stations).	1	No.		
2.20	32" Professional, 24/7-operational, Industrial LED Monitor, 1,920 x 1,080 resolution 600TV lines, Response Time 8ms (G to G), Panel Life 50,000hours, Contrast Ratio 5,000 : 1, HDMI, DVI, VGA, and component (CVBS common) video output, Ethernet / RS-232C remote control, Built-in speaker. (C/w wall mount bracket)	2	No.		
2.21	Any other Item necessary for successful completion of this installation. (Please Itemize) a) b) c)				
	Ground Floor's Total C/F to CCTV Installation Works Price Summary Page				

PRICE SUMMARY PAGE - CCTV INSTALLATION WORKS

ITEM	DESCRIPTION	AMOUNT (KSHS)
1.00	TOTAL FOR SCHEDULE NO. 2: CCTV installation works	
2.00	Installation, Programming, Testing and Commissioning.	
3.00	Allow for Training of 4No. Personell (Users & Operators) on CCTV system.	
	TOTAL FOR CCTV INSTALLATION WORKS C/F TO GRAND PRICE SUMMARY	

SCHEDULE NO. 3: ACCESS CONTROL SYSTEM

Item	Description	Qty	Unit	Rate (Kshs)	Amount (Kshs)
	Supply, Install & Program, Test and Commission the following items:-				
	Access Control System				
4.01	IP Based Access Control Server Controller for up to 20No. doors as specified in Particular Specifications.	1	No.		
4.02	IP Based Single-Door Access Controller complete with accessories as specified in particular specifications as ZKTeco or approved equivalent.	12	No.		
4.03	An Electromagnetic Lock of 300Kg Force complete with striking plates installed on each door	12	No.		
4.04	IP Based Door Reader with Biometric (Finger) and Proximity Card Reader and complete with keypad and USB port as specified in Particular Specifications ZKTeco or approved equivalent.	12	No.		
4.05	Override Key Switch	12	No.		
4.06	Access Control Door Intelligent Power Supply Module complete with batteries as specified in Particular Specifications.	12	No.		
4.07	Door Exit Switch	12	No.		
4.08	Cat 6A, 4 Pair, STP Cable for Access Control System as Molex or Approved Equivalent	800	Lm.		

4.09	22U Free standing equipment cabinet with lockable door, low noise (low Db) fans and power outlet sockets (Additional 6-Way power extension cable, surge protected within the cabinet).	1	No.		
4.10	24 Port UTP Patch Panel as Molex or its equal and approved equivalent C/W all the necessary accessories.	1	No.		
4.11	24 Port Edge Switch as Cisco catalyst 9200 Series Complete with 10G and 40G uplink ports, POE or its equal and approved equivalent.	1	No.		
	Sub-Total C/F to Next Page				

SCHEDULE NO. 4: ACCESS CONTROL SYSTEM CONTINUED…….

Item	Description	Qty	Unit	Rate (Kshs)	Amount (Kshs)
	Sub-Total B/F from Previous Page				
4.12	Allow for full graphic customization and programming of the installed system.	1	Lot		
4.13	Allow for training of 2No. Clients technical staff on usage and operation of the installed access control system	1	Lot		
4.14	System Door Closure	12	No.		
4.15	Allow for Testing and Commissioning of the Installed System	1	Lot		
4.16	Allow for any other item required to complete the above installation as per the system you propose to install. Please List the Items and Price a) b) c) d)				
	Total for Access Control System C/F to Grand Price Sum-e mary Pag				

SCHEDULE NO. 5: WALK IN METAL DETECTOR…….

5.0	Bi-directional Walk-through metal detector as described in the technical specifications	1	No.		
5.01	Any other item i) ii) iii)				
	Total for Walk IN C/F to Grand Price Summary Page				
6.01 6.02	Supply, Install, Program, Test and Commission the following :- Infrared motion sensors/detectors complete with programmable control panel and all other accessories including a sounder and 4 the required cabling. List and price any other necessary items to make the bollard system function appropriately (in-clude theses costs in the subtotal in this page) i) ii) iii)				
	Total for motion sensors C/F to Grand Price Summary Page				

GRAND PRICE SUMMARY PAGE

ITEM	DESCRIPTION	AMOUNT (KSHS)
1.00	TOTAL FOR CCTV INSTALLATION WORKS B/F	
2.00	TOTAL FOR ACCESS CONTROL INSTALLATION WORKS B/F	
3.00	TOTAL FOR MOTION SENSORS INSTALLATION WORKS B/F	
4.00	TOTAL FOR WALK IN METAL DETECTOR B/F	
5.00	Provide for preparation and presentation of warranty and documentation, CCTV and Cable Layout Diagrams, Indelible Point Labels and Preparation and Submission of Individual Test Results (for each point and for all points to be submitted as a bound report). Attachment of Printed Results and Soft Copies in AutoCAD 2017	
5.00	Allow a Contingency Sum of Kshs.five Hundred Thousand (Kshs. 500,000.00).	
	TOTAL FOR IP-CCTV & ACCESS CONTROL SYSTEMS INSTALLATION WORKS	

Grand Total Cost Estimates: Say Kshs -

Total Amount in Words (Kenya Shillings)
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Bidder's Name & Official Stamp
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P.O.
Box…….....
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Signature.....Date.....
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PIN NO.....V.A.T Certificate NO.....

Witness.....Address.....

Signature of Witness.....Date.....

PROPOSED REFURBISHMENT OF IEBC GO DOWN AT SUPPLIES BRANCH, INDUSTRIAL AREA AND ASSOCIATED ELECTRICAL AND MECHANICAL SERVICES.

40KVA STANDALONE UPS WORKS

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT KSHS
	Supply, Install, Test and Commission the following:				
	SMART UPS				
1.01	Supply and install a 40KVA,415V Floor Mount Uninterruptible Power Supply as described in the particular specifications of this document APC SmartUPS C/W 4 Internal Battery Modules, Internal Maintenance Bypass and Parallel Capability as APC Smart-UPS Cat. No. SUVTP30KH4B4S or equal and approved equivalent	1	No		
1.02	Batteries; maintainance free sealed lead acid batteries 1200 cycle each with suspended electrolyte leak proof installed in IP 20 enclosure complete with outgoing DC breachers to Ups equipment and any other accessories required.	8	No		
1.03	Supply and install 100AMPS TPN MCCB for the batteries to be wall mounted	1	Lm		
	Supply and install 16mm2 PVC/SWA/PVC 4 core cable mains from battery to isolator switch, Ups and to the existing 3Ø mainboard	10			
1.04	Cable lugs for above cable	8	No.		
1.05	Cable glands for the above cable	4	No.		
1.06	35mm2sq single core cable to connect Ups to battery rack.	20	item		
1.07	Lugs for above cable	8			
1.08	Cable glands for above cable	4			
1.09	Any other item i) ii) iii) ii)				
	Total C/F to Summary Page				

PRICE SUMMARY PAGE -UPS INSTALLATION

ITEM	DESCRIPTION	AMOUNT (KSHS)
	TOTAL FOR SCHEDULE NO. 1 40KVA SMART UPS CONTIGENCY SUM	
	GRAND TOTAL	

ITEM	DESCRIPTION	AMOUNT
1	STRUCTURED CABLING	
2	CCTV AND ACCESS CONTROL	
3	SMART UPS	
	TOTAL BILL NO.5 CARRIED TO GRAND SUMMARY	

PHASE V - MECHANICAL WORKS

THE PROPOSED MECHANICAL WORKS AT IEBC WAREHOUSE WORKS AUTOMATIC FIRE SUPPRESSION, FIRE DETECTION & ALARM SYSTEM

Item	Description	Qty	Unit	Rate (Kshs)	Amount (Kshs)
	Supply, deliver and install schedule 40 seamless black steel pipes with screwed and socketed joints to ASTM A53. Tenderers must allow in their pipework prices for all couplings, unions, connectors, reducers, pipe supports etc required for the satisfactory functioning of the fire suppresion pipework system.				
	Pipe Work				
A	50 mm diameter Schedule 40 Seamless black steel pipe	68	LM		
B	40 mm ditto	75	LM		
C	25mm ditto	110	LM		
D	20mm ditto	55	LM		
	Bends/elbow				
E	50 mm diameter pipe bend/elbow	14	No		
F	40mm diameter pipe bend/elbow	14	No		
G	25mm ditto	14	No		
	Reducers				
H	50mm x 40mm ditto pipe reducer	7	No		
I	50mm x 25mm ditto	7	No		
J	40mm x 32mm ditto	7	No		
K	40mm x 25mm ditto	4	No		
L	32mm x 25mm ditto	7	No		
	Total for Fire Suppression Pipe Work Installation c/f to the Next Page				

Item	Description	Qty	Unit	Rate (Kshs)	Amount (Kshs)
A	Total for Pipe Work from previous page				0.00
B	Tees	7	No		
C	50mm diameter equal tee	4	No		
D	40mm ditto	7	No		
	32mm ditto	4	No		
E	25mm ditto	1	Item		
F	Allow for joining of the pipes and fittings with arc welding	1	Item		
G	Associated Builders works including drilling for passage of pipework and fixing of pipe anchors and making good the affected areas.	1	Item Item		
H		1	Item		
I	Pipework anchorage/hangers	1			
	Painting of the entire pipework				
	Testing and commissioning of the pipework installation to the satisfaction of the Engineer				
Total Amount for Fire Suppression Pipe Work Installation c/f to Collection Page					

Item	Description	Qty	Unit	Rate (Kshs)	Amount (Kshs)
	SUPPRESSION SYSTEM				
A	Supply, Installation as per computer verification, fixing, testing and commissioning of the following 80Litre, 200 bar nominal charged capacity cylinders charged with Proinert gas and installed as specified in these specification. The cylinders to be complete with flexible discharge hose, check valves, pressure gauge, Low pressure switch and all items necessary for proper functioning of the cylinder installation.	18	No		
B	Solenoid Actuator complete with actuator extension hose and cabling	4	No		
C	Pneumatic actuator comprising of a rechargeable nitrogen cylinder of capacity 410mL and discharge pressure switch with flexible hose	4	No		
D	Cylinder support bracket system and timber with rubber base for holding the cylinders in upright position on the floor	18	No		
E	80mm 4-cylinder manifold	1	No		
F	80mm 3-cylinder manifold	3	No		
G	6 cylinder double row racking assembly	1	No		
H	3 cylinder Single row racking assembly	1	No		
I	4 cylinder Single row racking assembly	1	No		
J	Manifold safety relief valve	4	No		
K	Manual release valves	4	No		

L	80mm pressure reducing valve	1	No		
M	30 sec Pneumatic delay device	4	No		
N	25mm discharge Nozzles of V type and with 4 orifices. The Nozzle discharge to cover 360 degrees.	160	No		
P	Pressure vents	4	No		
R	Instruction sign "AREA PROTECTED BY PROINERT"	11	No		
S	Instruction sign "MANUAL RELEASE CONTROL POINT"	4	No		
Total for Suppression System c/f to Collection Page					

Item	Description	Qty	Unit	Rate (Kshs)	Amount (Kshs)
	OTHER WORKS ASSOCIATED WITH THE SUPPRESSION SYSTEM INSTALLATIONS				
A	Testing and commissioning of the system with pilot test cylinders	1	Item		
	VERY EARLY SMOKE DETECTION APPARATUS (VESDA)				
B	Very early smoke detection apparatus (VESDA)	1	Item		
Total Amount for other associated works c/f to collection Page					

COLLECTION PAGE

Item	Description	Amount (Kshs)
1	Total amount for Pipe Work	
2	Total amount for Suppression System brought forward	
3	Total amount for Other Associated Works brought forward	
Total Amount for Fire Suppression System c/f to Summary Page		

MECHANICAL VENTILATION & AC SYSTEM

Item	Description	Qty	Unit	Rate (Kshs)	Amount (Kshs)
	AIR SUPPLY SYSTEM				
	Supply Fans				
A	Supply and install a centrifugal box fan capable of delivering $7.2m^3/s$ against a static pressure drop of 300pa. The fan to come complete with mounting brackets, anti vibration mountings and flexible connector. To be as S&P Model or equal and approved.	No.	1		
B	Galvanized mild steel ductwork 1.2mm thick, complete with bends, transformation pieces, offsets, joints, branches, gaskets, supports, sleeves, stiffeners, splitters, turning vanes, test holes, access doors and any other accessories necessary for the complete laying of the ductwork.	80	SM		
	Transformation Pieces				
C	Allow for various sizes of transformation pieces in Galvanised mild steel thickness 1.0mm as indicated on the contract drawings and necessary for complete ductwork installation.	1	Item		
	Volume Control Dampers				

D	Variable volume control dampers suitable for the following duct sizes 225mm x 200mm <u>Supply Air Diffusers</u>	4	No.		
E	4-way rectangular diffuser of size 450 x 450mm capable of supplying 1.8m^3/s sound pressure levels less than NR 2.5 at 3m from the outlet. The diffuser shall have an approximate throw of 2.5m for terminal velocities of 3.2m/s respectively.	4	No		
F	<u>Supply Silencer</u> 90° mitred bend splitter type rectangular silencer capable of providing the following attenuation due to fan sound power level within the octave mid-frequency bands 0-7-13-8-4-1-0. The silencer to be as 'WOODS' mitred type or equal and approved.	1	No		
	Total Carried to next page				

Item	Description	Qty	Unit	Rate (Kshs)	Cost (Kshs)
	Total brought forward from previous page				0.00
A B	Thermal Insulation Allow for supply ductwork thermal insulation to 25mm thickness and finish painting all as described in the General mechanical specification and cladding of all ductwork with SWG 24 aluminium sheet.				
C	Duct Work Painting Allow for painting (2No coats) of the ductwork internally and externally with suitable matt black paint.				
D F	Acoustic Insulation Allow for the lining of the ductwork with a 25mm thick flame attenuated fiber glass, bonded with thermal setting frame. The inside lining to be done on sections of ductwork as will be pointed out by the engineer on site and shall act as the acoustic insulation.	80	SM		
G	Flexible Connector				
	Allow for flexible connections of rubber bellows or Neoprene for connection of the Air conditioning unit to the ductwork.	80	SM		
	Thermal Insulation	10	SM		
	Allow for supply ductwork thermal insulation to 25mm thickness and finish painting all as described in the General mechanical specification and cladding of all ductwork with SWG 24 aluminium sheet.	2	Set		
	Duct Work Painting	96	SM		
	Allow for painting (2No coats) of the ductwork internally and externally with suitable matt black paint.	10	SM		

	Total Carried to next page	

Item	Description	Qty	Unit	Rate (Kshs)	Cost (Kshs)
	Total brought forward from previous page				
	Extract Fan				
A	Aerofoil axial fan capable of extracting 5.6m³/s of air against a static pressure of 300N/m². The fan to come complete with mounting brackets, anti vibration mountings and flexible connector. Fan to be as 'WOODS' Model or equal and approved.	1	No		
	Fan Control Panel				
B	A splash proof fan control panel complete with operational switches shall be installed in a room remote from the fan. It shall incorporate isolator, contactors, phase failure relay, Extract Silencer	1	No		
C	Circular silencer casing constructed from cold formed pregalvanized sheet steel and absorbent material of acoustic grade resin bonded mineral fibre with erosion resistant lining. The silencer shall be fitted with absorption pod and shall be of size 700mm diameter x 900mm long. To be as woods or equal and approved.	1	No.		
	Extract Air Diffusers				
E	4-way rectangular diffuser of size 450 x 450mm capable of supplying 1.4m³/s sound pressure levels less than NR 2.5 at 3m from the outlet. The diffuser shall have an approximate throw of 2.5m for terminal velocities of 3.2m/s respectively.	4	No		
	Flexible Connections				

D	The flexible connections shall be rubber bellows or neoprene and not canvas to isolate vibrations from the air conditioning unit or fans from the inter-connecting ductwork.	1	Set		
	<u>Anti vibration mountings</u>				
E	Neoprene mounts for isolation of the fan's vibration from the building structure.	1	Item		
	<u>Fire Damper</u>				
F	700 x 700mm fire damper of the "off set hinged single blade type held in position by a fusible link, set to release at a temperature of 85°C. The damper blade shall be held in position by means of rollers. In case of fire within the auditorium, this system shall close the duct and switch off the supply fan	1	No		
	<u>External Weather Louvres</u>				
G	600mm x 600mm high external weather louvers with a weather resistant external cover for fresh air inlet openings complete with galvanized coated wire mesh screen on the front face and frame and blades fabricated from extruded aluminium sections. As "TROX" or equal and approved.	2	No		
	<u>Room Thermostat</u>				
H	Room thermostat for room temperature control to maintain a temperature of 23°C±1° C.	1	No		
	Total Carried to next page				

Item	Description	Qty	Unit	Rate (Kshs)	Cost (Kshs)
	Total brought forward from previous page				
	DOOR REPLACEMENT GRILLE				
I	400mm x 300mm air replacement lourved grilles.	3	No.		
	Electrical works				
J	Allow for electrical works including wiring and fitting from the local isolator provided by others within 2 metres on the roof slab to the packaged air conditioning units.It shall include a push and turn safety switch near the air conditioning machine on the roof for isolation during maintenance.	1	Item		
	Balancing of the Systems				
A	The systems shall be balanced such that the air conditioned spaces shall be balanced as per the designed flowrates indicated in the drawings. It will be the onus of the tenderer to make sure that the inflows are adjusted to meet these requirements.	1	Item		
B	Training of Maintenance Staff and Operators Allow for training of three personnel on the operation and maintenance of the air conditioning installation. The training to be structured such that the personnel will undergo a course	1	Item		
C	As-built Drawings and Maintenance Manuals Allow for preparation of as-built drawings and maintenance manuals. All these will be handed to project Engineer in three hard copies and soft copy in 8Gb flash disk and compact disk.	1	Item		

D	Testing and Commissioning Allow for testing and commissioning of the air conditioning installations to the satisfaction of the Engineer.	1	Item		
	Total Carried to next page				

Item	Description	Qty	Unit	Rate (Kshs)	Cost (Kshs)
	Total brought forward from previous page				
	Extract fan				
	Wall mounted Toilet extract fan, capacity 450m3/hr complete with controls and wiring through presence detector with delay timer.The fan shall be as Xpelair orapproved equivalent	1	No.		
	Allow for all electrical works including wiring and switches from the local isolators	3	Item		
	Duct work				
	Galvanized mild steel ductwork 1.2mm (SWG 18) thick complete with bends, transformation pieces, hangers, supports, sleeves, flexible connections etc	8	Sm		
	Air extract grilles 200mmx200mm air extract register with volume control damper complete with grille box	2	No.		
	Volume control dampers 200mmx3200mm duct	2	No.		
	External insect grille 350mmx 300mm external louvered insect grille with fixed blades	2	No.		
	Fan silencer Circular silencer casing constructed from cold formed pre- galvanized steel and absorbent material of acoustic grade resin bonded mineral fibre with erosion	2	No.		

	resistant lining. The silencer shall be fitted with absorption pod and shall be of size450mm dimeter and 450mm long. Fan control panel Splash proof fan control panel manufactured from a 1.2mm thick sheet with stove enamel finish and clear perplex front cover. The panel shall incorporate isolator contactor phase failure relay, motor starter, overload relay and overhaet safety control and fuses. Electrical works. Allow for associated electrical works icluding wiring and conduiting to the from local isolator privided by others through the control panel to the fan Balancing of the system The systems shall be balanced such that the spaces shall be balanced as per the desired flow rates indicated in the drawings	2 2 2	No. Item Item		
	Total Mechanical Ventilation				

Item	Description	Qty	Unit	Rate (Kshs)	Amount (Kshs)
A	SPLIT AIR CONDITIONING SYSTEM FOR SEMINAR PREPARATION ROOMS The air conditioning system shall be split type for executive office The indoor unit shall be ceiling cassette type air-cooling unit of capacity 5.3KW (36,000 Btu/hr). The air conditioning unit shall be supplied complete with room thermometer, room thermostat controls and remote control device. It shall charged with R410A refrigerant or any other non ozone depleting refrigerant. The unit shall be such that if the power supply goes off, it	4	No.		

	will start automatically after power is restored with three minute delay. The outdoor unit shall have matching capacity with the indoor unit. The unit shall be "Carrier" Model or equal and approved.				
B	The indoor unit shall be floor standing type air-cooling unit of capacity 7.03KW (24,000 Btu/hr). The air conditioning unit shall be supplied complete with room thermometer, room thermostat controls and remote control device. It shall be charged with R410A refrigerant or any other non ozone depleting refrigerant.	2	No.		
	Refrigeration Pipework				
C	Refrigeration liquid line pipework including 25mm Amaflex insulation.	40	LM		
D	Refrigeration gas line pipework including 25mm Amaflex insulation.	40	LM		
	Refrigerant				
E	Allow R410A refrigerant for charging air conditioning system.	1	Item		
	Drain				
F	25mm PVC condensate drainage pipework, class D, including bends, clips, joints and tees in the running lengths of the pipe.	20	LM		
	Surge Protector				
G	Power surge protector as Solatek to suite or equal and approved.	6	No.		
	Electrical Works				
H	Allow for associated electrical works from the local isolator provided by others within one meter to the air conditioning units and	1	Item		

	wiring from indoor unit to outdoor unit.				
	MOUNTING BRACKET				
I	Mounting bracket for the outdoor unit complete with a cage and provided with purpose-made protective steel iron angle frame and all other anchoring accessories including rawl bolts and anti-vibration rubber mountings to engineer's approval.	2	No.		
	Wall Mounted Wired Remote Controller				
J	Fully wired wall mounted remote controller panel, wiring and conduit works including but not limited to interconnecting	2	No.		
	Trunking				
K	75x50mm approved PVC trunking for concealing the refrigerant pipework.	39	LM		
	Total Carried Forward to Collection Page for Split Air Conditioning				

	SANITARY FITTINGS ,PLUMBING AND DRAINAGE				
Item	Description	Qty	Unit	Rate (Kshs)	Amount (Kshs)
	SANITARY APPLIANCES Supply, deliver, install, test and commission the following sanitary appliances complete with all the accessories including all connections to the services, waste, jointing to water supply overflows, supports and all plugging and screwing to walls and floors. (i) All sanitary fittings shall be in approved colour.				

	(ii) The Model and Ref No. indicated is only a guide to the type and quality of fittings. (iii) Equivalent and Approved models may be acceptable. Water Closet (WC) Suite				
A	(i) Close-coupled WC suite with 'P'-trap in approved colour complete with horizontal outlet to BS 3402 with 7.5 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 Duravit D-Code (Horizontal outlet) products are specified only as indication of quality.Equal and approved applied may be supplied . where trade names are mentioned is inteded as guide to the type and quality of fitings .	4	No.		
B	Wall-hung water closet suite in white colour complete with horizontal outlet to BS 3402 with 120mm deep 6-litre concealed cistern with dual fix frame and fittings including siphon as Geberit , 15mm diameter side inlet ball valves, 20mm diameter side overflow, plastic flush bend, inlet connection, dual-flush system with push flush plate and heavy plastic seat and cover with chrome plated hinges. To be as Wash hand basin (WHB)-Pedestal	2	No.		

C	Pedestal wash hand basin size 650 x 500mm with one tap hole, 32mm diameter chrome plated waste, pedestal, chrome plated sensor operated pillar tap and heavy duty plastic bottle trap (32mm 'P' trap) with 75mm seal. To be as Duravit DCode CAT No. 0863270000 or equal and approved.	3	No.		
	Wash hand basin (WHB)-Pedestal				
D	Pedestal wash hand basin size 545 x 425mm with one tap hole, 32mm diameter chrome plated chain waste, chain stay hole, chrome plated non-conculsive time delay press action pillar tap as Cobra model and heavy duty chrome plated bottle trap (32mm 'P' trap) with 75mm seal. To be of Duravit DCode CAT No. 0337540000 pedestal washhand basin or equal and approved.	3	No		
	Toilet Roll Holder				
E	Fully recessed toilet roll holder in Vitreous China of size 165 x 165mm in approved colour as Twyfords or equal and approved.	3	No.		
F	Chrome plated toilet roll holder, the roll holder hook to be 165mm	3	No.		
	in length as Grohe Atro accessories Cat. No. 40 313 or equal and approved. Toilet Brush and Holder				
G	Wall mounted toilet brush holder and brush of approved colour as Ideal Standard or approved equivalent.	3	No.		
	Total Carried Forward to Collection Page for Split Air Conditioning				

Item	Description	Qty	Unit	Rate (Kshs)	Cost (Kshs)
	Total brought forward from previous page				
	Mirror				
H	6mm thick polished plate glass silver backed mirror with bevelled edges, size 610 x 610mm, Plugged and screwed to wall with 4No. chrome plated dome capped screws. The mirror shall rest against a layer of 5mm thick foam.	3	No.		
	Soap Dispenser				
I	(i) Wall mounted soap dispenser with a capacity of about one litre having a press action soap release mechanism complete with fixing screws. Allow for initial soap supply. To be as Starmix or approved equivalent.	2	No.		
	Hand Driers				
J	Automatic hand drier in white colour, operating on an infrared automatic sensing system with heating element safety cutout complete with a 30 seconds safety timer, plastic rawl plugs and fixing screws. The hand drier to have a heating capacity of 2.1kw and performance flow rate of 135cfm (3.82m3/min) and to be of size 270x264x143mm deep It shall have a noise level below 72.5 dBA at 1.5m. It shall be as Medclinic	2	No.		

	or approved equivalent. Urinals bowls				
K	Ceramic urinal bowl complete with 40mm heavy duty plastic bottle trap and 40mm diameter chrome plated outlet with grating firmly fixed on the wall with chrome plated screws. The fittings shall be as Twyfords or equal and approved.	3	No		
	Total Carried Forward to Collection Page for Office Block				

Item	Description	Qty	Unit	Rate (Kshs)	Amount (Kshs)
	Total brought forward from previous page				
	Urinal Bowl Divisions				
A	Ceramic urinal bowl divisions separating the above described urinal bowls fixed firmly on the wall. The fittings shall be as Twyfords or equal and approved.	2	No		
	Urinal Bowl Flush Valves				
B	25mm urinal bowl flush valve for the above urinal bowls complete with, back entry with integral vacuum breaker, non-hold-open features and non-return valve, inlet control stop and wall plate comprising flush valve, bent chrome plated flush pipe and rubber pipe connector. The flush valve to be push button type. The fittings shall be as Docol or equal and approved.	1	No		
	Kitchen Sink (SBSD)				
C	Single bowl, single drainer single bowl stainless steel kitchen sink of size 1000 x 500mm as manufactured by ASL 140 or equal and approved. The bowl size to be 420 x 355 x 150mm deep complete with chrome plated 40mm waste fittings, plugs, chain stays, overflow, 1No. 15mm diameter chrome plated sink bib tap, chrome plated bottle trap with 75mm deep seal and chain waste fitting.	1	No		
	Robe Hook				
D	Robe hook in Satin Aluminium to be mounted by concealed screws to wall wedges. To be as Twyfords Spectrum 2000 accessories or equal and approved.	8	No.		
	Cleaner Sink				

E	Heavy duty sink size 465 x 410 x 285mm deep in enamelled fireclay complete with hardwood pad on the front edge and fitted bucket stainless steel grating and 20mm chrome plated wall mounted inclined bricon tap, chrome plate chain and	1	No.		
	rubber stopper and heavy gauge 40mmn chrome plated bottle trap, stainless steel legs and bearers and 32mm grid waste fitting. All as Twyford "cleaners sink" or approved equivalent.				
D	Shower rose Adjustable shower rose as Cobra model P-0681 CAT No. 101.001.78 or approved equivalent.	2	No		
	Total Sanitary Fittings				

Item	Description	Qty	Unit	Rate (Kshs)	Amount Kshs)
	<u>INTERNAL PLUMBING</u> Supply, deliver and install Polypropylene Random (PP-R) 20 pipework to DIN 8077 with joints, couplings, reducers, tees, adaptors, pipe fixing clips etc all to DIN 16962 and DIN 16928 .Pipe jointing shall be by polyfusion or use of electric coupling. Where pipework is not chased proper anchoring using approved fixtures shall be done. No pipework shall be left exposed to the sun. 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, 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. PPR PIPES				
A	25mm Ditto	24	Lm		
B	32mm Ditto	24	Lm		
C	40mm Ditto Extra-over 90° Bend	12	Lm		
D	25mm Ditto	12	No.		
E	32mm Ditto	8	No.		
F	40mm Ditto	4	No.		
G	25mm diameter equal tee	8	No.		
H	32mm Ditto	10	No.		
I	40mm Ditto Reducers	6	No.		
J	32x25mm Ditto	2	No.		
K	40x32mm Ditto	5	No.		
L	50mm diameter	6	No.		
M	40mm diameter	10	No.		
N	32mm diameter	10	No.		
O	25mm diameter Unions	12	No.		
P	40mm diamter	4	No.		
Q	32mm diameter	4	No.		
R	25mm diameter Adaptors	6	No.		
S	40mm diameter	5	No.		
T	32mm diameter	5	No.		
U	25mm diameter	5	No.		

V	15mm diameter x 300mm long Chrome plated flexible connectors for connecting the sanitary fitting to water supply.	3			
	Angle Valve		No.		
W	15mm angle valve as Cobra or equal and approved	3	No.		
	Gate valve				
X	32mm ditto	2	No.		
Y	25mmditto	3	No.		
	Roof storage tank				

Z	Cylindrical plastic water storage tank of capacity 5,000 litres,as 'Roto' or approved equivalent	1	No.		
	Total plumbing				

Item	Description	Qty	Unit	Rate (Kshs)	Amount Kshs)
	INTERNAL DRAINAGE				
	Supply, deliver and fix the following uPVC soil andwaste systems to BS4514 and 5225 with fittings fixed in accordance to the manufactureres printed instructions and BS 5572 and manufactured by 'KEY TERRAIN' as described. Pipe work shall be Medium grade (Class D). All UPVC brances, Tees,reducers etc are to be formed in accordance to the manufacturers printed instuction. The installationsto have the various sizes of connectors, adaptors,sockets, reducers holdbats, clips etc as required for satisfactory functions.Prices for pipework shall include the cost for couplings, connectors and jointing to fittings appliances etc				
	UPVC and muPVC pipe work				
A	100mm heavy duty golden brown pipe class D	48	Lm		
B	100mm heavy duty grey pipe class D	48	Lm		

C	50mm ditto	12	Lm		
D	40mm ditto	12	Lm		
E	32mm ditto	40	Lm		
	Extra over UPVC and muPVC pipework Bends				
F	100mm diameter long radius bend	4	No.		
G	100mm diameter short radius bend	4	No.		
H	50mm diameter sweep bend	6	No.		
I	40mm Ditto	4	No.		
J	32mm Ditto	30	No.		
K	50mm 45° Bend	5	No.		
L	40mm 45° Bend	4	No.		
M	32mm Ditto	20	No.		
	Reducers				
N	40x32mm diameter reducer	8	No.		
O	50x40mm Ditto.	8	No.		
	Single Branch Connector				
P	100mm diameter single branch connector	6	No.		
	Boss Connector				
Q	100x50mm Boss connector	3	No.		
R	100x40mm Ditto.	3	No.		
S	W.C. connector Bend	3	No.		
	Tees				
T	50mm diameter sweep tees	7	No.		
U	40mm Ditto.	12	No.		
V	32mm Ditto.	24	No.		
	Access cap				
W	100mm access cap	3	No.		
X	50mm ditto	3	No.		
Y	40mm ditto	4	No.		

Z	32mm ditto	3	No.		
	Weathering Slates and Vent Cowls				
AA	100mm diameter vent cowl	1	No.		
BB	100mm diameter weathering slate	1	No.		
	Gully Trap				
CC	Gully trap chamber size 250x250mm, approximately 400mm deep in 150mm block work with cement mortar joints, on 150mm thick mass concrete slab,plastered inside, 100mm trap and hopper. 40mm thick, 250x250mm p.c.c. cover to gully trap chamber and provided with 40mm ventilating hole	2			
	Floor Trap		No.		
DD	100 x 50mm diameter floor trap and grating	4	No.		
	Total Drainage				

Item	Description	Qty	Unit	Rate (Kshs)	Amount Kshs)
	FIRE PROTECTION				
	Portable Fire Extinguishers				
	Supply, deliver, install, test and commission the following portable fire extinguishers and conforming to BS EN 3 / BS 1449.				
A	9 litres water portable fire extinguisher complete with pressure gauge, initial charge and mounting brackets.	1	No		
B	5 Kg carbon dioxide gas portable fire extinguisher complete with pressure gauge, initial charge and mounting brackets.	1	No		
C	6kg dry chemical podwer portable fire extinguisher complete with pressure gauge, initial charge and mounting brackets.	1			
D	9" (225mm) manual operated alarm bell (Gong)	2	No		
	Fire Blanket				

E	Fire blanket made of cloth woven with pre-asbestos yarn or any other fire proof material and to measure 1800 x 1210 mm. It shall be fitted with special tapes folded so as to offer instantaneous single action to release blanket from storing jacket to BS 1721.	1	No.		
	Fire Notices				
F	Allow for fire signage and fire instructions as directed by the Project Engineer.	6	No		
G	Fire exit signs	6	No		
	Total Firefighting				

Item	Description	Qty	Unit	Rate (Kshs)	Amount Kshs)
	EXTERNAL WATER RETICULATION				
A	Excavate trench in hard soil/murram 600mm wide and depth not exceeding 1000mm deep and average 750mm deep, prepare bed with red soil/marram of particle size not more than 20 mm to a depth of 750mm. Bed shall be approved by Engineer before laying of pipes. Fill with same material as above and compact in layers of 75 mm. Cart away surplus soil.	50	Lm		
	Supply, deliver and install galvanized mild steel (GMS) medium grade class "B" pipe work and fittings to BS 1387 laid in trench. Tenderers must allow in their prices for adequate supports, unions couplings, etc necessary for the proper functioning of the water reticulation system.				
	Pipe work GMS class B				
B	50mm Bends	12	Lm		
C	50mm ditto.	4	No.		
	Tees				
D	100x50x100mm diameter tee	4	No.		
	Reducers				
E	100x50mm diameter reducer	8	No.		
	Valves				
F	50mm diameter high pressure gate valve	1	No.		
	Unions				
G	50mm diameter pipe union	10	No.		
	PLUGS				
H	50mm diameter plug	1	No.		
J	Allow for water connection from the county government water main supply	1	Item		

L	Allow for flushing and sterilizationof the external water reticulation system as required to the satisfaction of the Engineer TESTING AND COMMISSIONING	1	Item		
L	Allow for setting to work, testing and commissioning of the whole external water reticulation system to the satisfaction of the Engineer	1	Item		
	Total Water reticulation				

Item	Description	Amount (KShs.)
A	Total Sanitary Fitting	
B	Total Plumbing	
C	Total Drainage	
D	Total Fire fighting	
E	Total Water Reticulation	
	Total Sanitary ,Plumbing &Drainage	

	SUMMARY	
Item	Description	Amount (KShs.)
A	Total Suppresion system	
B	Total Mechanical Ventilation	
C	Total Air conditioning system	
D	Total sanitary ,Plumbing & drainage	
E	Contigency	
	Total Mechanical Works C/f to Form of Tender	

Amount in Words:……

Tenderer's Name and Stamp
……

Address ……..……..……..……

Period To Execute The Works

……..…… Tele-

phone No

……

…… Mobile Phone No.

……...

……. …….

Tenderer's V.A.T No
……

Tenderer's P.I.N No
……..……. …

Tenderer's Signature ……
Date……..……

Witness Signature ……...
Date……..……

ITEM	DESCRIPTION	AMOUNT
1	MECHANICAL WORKS	
	TOTAL BILL NO.6 CARRIED TO GRAND SUMMARY	-

PHASE VI - BACK UP GENERATOR

ITEM	DESCRIPTION	AMOUNT
1	Supply, install, train users and Commission a standby power generator set: - 250 KVA Diesel and silent; complete with all the ducting, initial fuel, service engine oil and changeover switch with Engineer's approval.	
	TOTAL BILL CARRIED TO GRAND SUMMARY	-

GENERAL CONTIGENCIES

PROPOSED REFURBISHMENT OF INDEPENDENT ELECTORAL AND BOUNDARIES COMMISSION GO DOWN AT SUPPLIES BRANCH INDUSTRIAL AREA AND ASSOCIATED MECHANICAL AND ELECTRICAL SERVICES PRIME COSTS AND PROVISIONAL SUMS

ITEM	DESCRIPTION	RATE	AMOUNT
	PROVISIONAL SUMS The following provisional items are to be measured on completion of the works and priced in accordance with rates contained in these Bills of Quantities or prorata thereto or deducted in whole if not required.		
A	Allow a Contigencies sum of Kenya Shillings Five Million (Kshs. 5,000,000.00) only for contingencies to be expended at the discretion of the project manager with consultation from the client.	ITEM	
	Total PC and Provisional Sums carried to Grand Summary		

GRAND SUMMARY

PROPOSED REFURBISHMENT OF INDEPENDENT ELECTORAL AND BOUNDARIES COMMISSION GO DOWN AT SUPPLIES BRANCH INDUSTRIAL AREA AND ASSOCIATED MECHANICAL AND ELECTRICAL SERVICES

GRAND SUMMARY

ITEM	DESCRIPTION	TENDERER'S AMOUNT	OFFICIAL USE ONLY
1.	ADMINISTRITIVE PRELIMINARIES		
2.	**PHASE I :** REFURBISHMENT WORKS		
3.	**PHASE II :** KEIMS KITS STORAGE- CIVIL WORKS		
4.	**PHASE III :** ELECTRICAL WORKS		
5.	**PHASE IV: STRUCTURED** CABLING, CCTV AND ACCESS CONTROL SMART UPS		
6.	**PHASE V :** MECHANICAL WORKS		
7.	**PHASE VI :** BACK UP GENERATOR		
8.	GENERAL CONTIGENCIES		
	GRAND TOTAL CARRIED TO FORM OF TENDER (V.A.T. inclusive)		

Amount of tender in words:

Tenderer's signature and stamp……..

Address……

Date……

Witness: Name and signature……

Address.....
.....

SECTION VIII – STANDARD FORM

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Questionnaire form
5. Tender security form
6. Performance security form
7. Bank guarantee for advance payment
8. Declaration form
9. Site visit certification form

8.1 FORM OF TENDER

Tender No._____ Date_____

To……..……..

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda

   Nos. [Insert numbers, the of which is hereby duly acknowledged, wed, the undersigned, offer to provide.

   [Description of services] in conformity with the said tender documents for the sum of. [total tender amount in words and

   figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).

4. We agree to abide by this Tender for a period of [number] days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of_____ 20

[signature] _____ [In the capacity of]

Duly authorized to sign tender for and on behalf of_____

8.2 CONTRACT FORM

THIS AGREEMENT made the ___day of _____20____between……[name of procurement entity] of ……[country of Procurement entity](hereinafter called "the Procuring entity") of the one part and ……[name of tenderer] of …….[city and country of tenderer](hereinafter called "the tenderer") of the other part.

WHEREAS the procuring entity invited tenders for certain materials and spares. Viz……[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the spares in the sum of ……[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

    (a) the Tender Form and the Price Schedule submitted by the tenderer;
    (b) the Schedule of Requirements;
    (c) the Technical Specifications;
    (d) the General Conditions of Contract;
    (e) the Special Conditions of Contract; and
    (f) The Commission Notification of Award.

3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares 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 tenderer in consideration of the provision of the materials and spares 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 their respective laws the day and year first above written.

Signed, sealed, delivered by_____the _____(for the Procuring entity)

Signed, sealed, delivered by_____the _____(for the tenderer) in the presence of_____.

8.3 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1; either Part 2(a), 2(b) or 2 (c) whichever applies to your type of business; and Part3. ***You are advised that it is a serious offence to give false information on this form.***

	Part 1 –General
1.1	Business Name……
1.2	Location of Business Premises……
1.3	Plot No……Street/Road
	Postal Address…….. Tel No. …… Fax ……. Email……
1.4	Nature of Business ……
1.5	

	Registration Certificate No……
1.6	Maximum Value of Business which you can handle at any one time – Kshs……
1.7	Name of your Bankers…… Branch……
	Part 2 (a) – Sole Proprietor
2a.1	Your Name in Full……..Age……..
2a.2	Nationality …… Country of Origin ……
	☐ Citizenship Details …… ……

	Part 2 (b)Partnership
2b.1	Given details of Partners as follows:

2b.2	Name		Nationality	Citizenship Details	Shares
	1				
	2				
	3				
	4				
	Part 2 (c) – Registered Company				
2c.1	Private or Public ……				
2c.2	State the Nominal and Issued Capital of Company-				
	Nominal Kshs. ……				
	Issued Kshs. ……				
2c.3	Given details of all Directors as follows				
	Name		Nationality	Citizenship Details	Shares

	1				
	2				
	3				
	4				
	5				

	Part 3 – Eligibility Status
3.1	Are you related to an Employee, Committee Member or Board Member of IEBC? Yes / No
3.2	If answer in '3.1' is **YES** give the relationship. ……

	…… …… ……
3.3	Does an Employee, Committee Member, and Board Member of IEBC sit in the Board of Directors or Management of your Organization, Subsidiaries or Joint Ventures? Yes / No
3.4	If answer in '3.3' above is **YES** give details.
	…… …… …… ……
3.5	Has your Organization, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of its affiliates that have been engaged by IEBC to provide consulting services for preparation of design, specifications and other documents to be used for procurement of the goods under this invitation? Yes No
3.6	If answer in '3.5' above is **YES** give details.
	…… …… ……
3.7	Are you under a declaration of ineligibility for corrupt and fraudulent practices? YES/No
3.8	Have you offered or given anything of value to influence the procurement process? Yes No

3.9	If answer in '3.8' above is **YES** give details …… ……
	I DECLARE that the information given on this form is correct to the best of my knowledge and belief.
	Date …… Signature of Candidate…….……

- If a Kenya Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or registration.

8.4 TENDER SECURITY FORM

Whereas …….. [Name of the tenderer] (Hereinafter called "the tenderer") has submitted its tender dated……..[date of submission of tender] for the provision of ……..

[Name and/or description of the services] (hereinafter called "the Tenderer")…… KNOW ALL PEOPLE by these presents that WE…… Of……having registered office at [name of procuring entity](Hereinafter called "the Bank") are bound unto…… [name of procuring entity](Hereinafter called "the procuring entity") in the sum of ……..

for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this_____ day of 20_____.

THE CONDITIONS of this obligation are:

If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or

If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:

(a)Fails or refuses to execute the Contract Form, if required; or

(b) fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;

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

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

_____ [signature of the bank]

(Amend accordingly if provided by Insurance Company)

8.5 PERFORMANCE SECURITY FORM

To: ……..

[Name of the Procuring entity] WHEREAS…… [Name of tenderer]

(Hereinafter called "the tenderer") has undertaken, in pursuance of Contract No._____ [reference number of the contract] dated _____20_____ to

Supply……..

[Description services](Hereinafter called "the contract")

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of …… [amount of the guarantee in words and figures],

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of

……..

[amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of 20……

_____

Signature and seal of the Guarantors

_____

[name of bank or financial institution]

_____[address]_____[date]

8.6 BANK GUARANTEE FOR ADVANCE PAYMENT

To……

[name of tender]……

Gentlemen and/or Ladies:

In accordance with the payment provision included in the special conditions of contract, which amends the general conditions of contract to provide for advance payment,

……[name and address of tenderer][hereinafter called "the tenderer"] shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount

of……

[amount of guarantee in figures and words].

We, the ……

[bank or financial institution], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding [amount of guarantee in figures and words].

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

This guarantee shall remain valid and in full effect from the date of the advance payment received by the tenderer under the Contract until [date].

Yours truly,

Signature and seal of the Guarantors

_____

[name of bank or financial institution]

_____

[address]

8.7 LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

_____

_____

To:_____

RE:

Tender
No……

Tender Name

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

1. Please acknowledge receipt of this letter of notification signifying your acceptance.

2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.

3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS)_____

SIGNED FOR ACCOUNTING OFFICER

8.8 FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD APPLICATION NO……OF……20……..BETWEEN…….
APPLICANT AND ……RESPONDENT (Procuring Entity) Request for review of the decision of the…… (Name of the Procuring Entity) of ……dated the…day of ……20…….in the matter of Tender No……..…of ……..20…

REQUEST FOR REVIEW

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

1.

2

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

8.9 ANTI-CORRUPTION DECLARATION FORM

I/We/Messrs……..

Of Street, Building, P O Box……

Contact/Phone/E mail……

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

I/We……..

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

Tender/Tender No ……

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

Authorized Signature……

Name of Signatory…….....

Title of Signatory……..

Official Stamp……

8.10 INTEGRITY DECLARATION FORM

I/We/Messrs……..

Of..... Street/avenue, Building, P. O. Box ……Code ……, of..... (Town), (Nationality), Phone..... E-mail ……. declare that Public Procurement is based on a free and fair competitive tendering process which should not be open to abuse.

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

Tender Name ……

Tender No……. For/or in the subsequent performance of the contract if I/We am/are successful.

Dated this..... Day of.....20.....

Authorized Signature.....

Official Stamp.....

Name and Title of Signatory……

8.11 SITE VISIT CERTIFICATION FORM

I…… as the **County Elections Manager** and Representative of the Ag. CEO of The Independent Electoral & Boundaries Commission do hereby certify

that……

(Name of tender/tenderers representative)

of……

(Name of bidding firm and address)

Have actually visited the site for the proposed

…… (Name of proposed works for which bids are invited)

This……. day of……. month……...20……

……

Signature **Official Stamp**

Declaration (by Tenderer)

I……

(Name of tenderer)

Do hereby declare that I have visited the site for the proposed works and that I am satisfied/not satisfied with the (delete as appropriate) information gathered.

…… …… ……..

Signature **Date** **Official Stamp**