



UNIVERSITY OF EMBU

TENDER NO:UoEm/10/2020-2021

**PROPOSED LIFTS INSTALLATION IN THE
TUITION BLOCK FOR THE UNIVERSITY OF
EMBU**

Date of Closing: 1st April, 2021 at 11:00AM

SECTION I

INVITATION FOR TENDERS

Tender reference No. UoEm/10/2020-2021

Tender Name: Proposed Lifts Installation in The Tuition Block for The University of Embu

- 1.1 The University of Embu invites sealed tenders for the Completion of Proposed Lifts Installation in The Tuition Block for The University of Embu
- 1.2 Interested eligible candidates may obtain further information at the Procurement Office during normal working hours.
- 1.3 A complete set of tender documents will be obtained from the University's website.
- 1.4 **MANDATORY SITE VISIT WILL TAKE PLACE ON 24th MARCH, 2021 AT 11.00AM.**
- 1.5 Prices quoted should be net inclusive of all taxes, must be in Kenya shillings and shall remain valid for 120 days from the closing date of tender.
- 1.4 Completed tender documents are to be enclosed in plain sealed envelopes marked with Tender name and reference number and deposited in the Tender Box at the Reception in the Administration Block or to be addressed to the Vice Chancellor, University of Embu P.O. Box 6-60100 Embu so as to be received on or before **1ST April 2021 at 11.00 am.**
- 1.7 Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at the Procurement Boardroom.

**The Vice Chancellor,
University of Embu**

NOTE: THE EVALUATION CRITERIA IS ON PAGE 3 – 6

University of Embu does not levy any fees in order to award tenders.

Tender Evaluation Criteria

The following criteria will be used in the evaluation of all bids. The submission of the required documents will be used in the determination of the Completeness and Suitability of the Bid.

Mandatory Requirements for Pre-Qualification

Mandatory requirements will determine the satisfactory responsiveness of a tenderer, **failure to meet any of these set requirements as noted hereunder will render a tender non-responsive and will automatically be disqualified and will not be evaluated further.**

The following documents are mandatory:

- i. Current category of Registration with National Construction Authority (NCA 4 and above in LIFT Installation Works);
- ii. Current Annual National Construction Authority Contractor's Practicing License;
- iii. Current Class of Licenses with Energy and Petroleum Regulatory Authority (EPRA Class A2 and above)
- iv. Provision of Bid Security from a recognized financial institution or insurance companies approved by PPRA of Kshs. 400,000.
- v. Certificate of Incorporation
- vi. Valid Tax compliance certificate
- vii. Duly filled and signed confidential Business Questionnaire (Page 91)
- viii. Manufacturer's authorization letter
- ix. Compliance with Technical Specifications
- x. EN81-20:2014 and EN81-50:2014 certification from the lift manufacturer
- xi. Duly filled, signed and stamped self-declaration Forms (Pages 18 & 19)
- xii. Duly filled and signed Form of Tender (Page 79)

Technical Qualification Criteria

Item	Description	Max. Point	
i	Key Personnel (Attach evidence)	Point Scored	25
	<ul style="list-style-type: none">○ Holder of degree in relevant Engineering field-----5○ Holder of diploma in relevant Engineering field-----4○ Holder of certificate in relevant Engineering field -----2○ Holder of trade test certificate in relevant Engineering field -1○ No relevant certificate ----- 0	5	
	At least 1No. degree/diploma of key personnel in relevant Engineering field <ul style="list-style-type: none">○ With over 10 years relevant experience -----7○ With over 5 years relevant experience ----- 3○ With under 5 years relevant experience ----- 1○ No relevant certificate ----- 0	7	
	At least 1No certificate holder of key personnel in relevant Engineering field <ul style="list-style-type: none">○ With over 10 years relevant experience ----- 7○ With over 5 years relevant experience ----- 5○ With under 5 years relevant experience -----1○ No relevant certificate ----- 0	7	
	At least 2No artisan (trade test certificate in relevant Engineering field) <ul style="list-style-type: none">○ Artisan with over 10 years relevant experience----- 6○ Artisan with under 10 years relevant experience---- 4○ Non skilled worker with over 10 years relevant experience---1○ No relevant certificate ----- 0	6	
ii	Contracts completed in the last five (5) years and operating satisfactorily (A max of 4No.Projects) with a value of at least Kshs. 20 million. Evidence of such completion must be attached. <ul style="list-style-type: none">○ Project of similar nature, complexity and magnitude -----6○ Project of similar nature but of lower value than the one in consideration----- 4○ No completed project of similar nature ----- 0○ No evidence of completion ----- 0	24	
iii	On-going projects (A max of 4 No. Projects) with a value of at least Kshs. 20 million. (Attach a list of the projects with name of the project, the commencement date and the expected completion dates. In addition, attach the award letters to the ongoing projects listed award letters and the expected completion dates) <ul style="list-style-type: none">○ Project of similar nature, complexity and magnitude ----- 2○ Project of similar nature but of lower value than the one in consideration ----- 1○ No ongoing project of similar nature - -----0○ No evidence of ongoing project -----. 0	8	

iv	Schedules of contractor's equipment and transport (proof or evidence of ownership/Lease) a) Relevant transport (At least 2No. each 2 mks) ○ Means of transport (Vehicle) ----- 4 ○ No means of transport ----- 0	4	8
	b) Relevant equipment (At least 4No. each 1 mk) ○ Has relevant equipment for the work being tendered ----- 4 ○ No relevant equipment for the work being tendered ----- 0	4	
v	Financial report Audited financial report (last three (3) years) ○ Turn over greater or equal to 4 times the cost of the project --- 5 ○ Turn over greater or equal to 2 times the cost of the project --- 3 ○ Turn over greater or equal to the cost of the project ---- 2 ○ Turn over below the cost of the project----- 1		5
vi	Evidence of Financial Resources (cash in hand, lines of credit, over draft facility etc) ○ Has financial resources equal to or above the cost of the project—12 ○ Has financial resources equal to or above 50% of the cost of the project-- 9 ○ Has financial resources between 25% and 50% of the cost of the project- 6 ○ Has financial resources below 25% or has not indicated sources of financial resources -----0		12
	Name, Address and Telephone of Banks (Contractor to provide) ○ Provided ----- 2 ○ Not provided----- 0		2
	Litigation History (Duly filled, signed and stamped form on page 95 of this document) ○ Filled-----2 ○ Not filled-----0		2
ix	Sanctity of the tender document ○ Having the document intact (not tempered with in any way) -----1 • binding the documents & neat presentation (1 mark) • separation and arrangement of requested information and in the order requested (1 mark) • general response to all requirements (1 mark) ○ Having mutilated or modified the tender document---0		4
	Works Program for the Proposed Project • Proposed works program (10 marks)		10
	TOTAL		100

Any tenderer scoring less than 70 Points will be considered as technically non-responsive and therefore shall be eliminated and therefore not evaluated further.

SECTION II

INSTRUCTIONS TO TENDERERS

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INSTRUCTIONS TO TENDERERS

1. General/Eligibility/Qualifications/Joint venture/Cost of tendering

- 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.
- 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, 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.
- 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.
- 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 pre-qualification applications or, alternatively, confirm in their tenders that the originally submitted pre-qualification information remains essentially correct as of the date of tender submission.
- 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.
- 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 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.
- 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 cash-flow for the Contract;
 - (b) experience as main contractor in the construction of at least
 - (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.
- 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 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 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 stated.
- 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.
- 1.10 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.
- 1.11 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.
- 1.12 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 1.13 The price to be charged for the tender document shall not exceed Kshs.1,000/=
- 1.14 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2. Tender Documents

- 2.1 The complete set of tender documents comprises the documents listed below and any addenda issued in accordance with Clause 2.4.
- (a) These 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

- 2.2 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.
- 2.3 A prospective tenderer making an inquiry relating to the tender documents may notify the Employer in writing or by cable, telex or facsimile at the address indicated in the letter of invitation to tender. The Employer will only respond to requests for clarification received earlier than seven 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 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. Prospective tenderers shall acknowledge receipt of each addendum in writing to the Employer.
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- 2.5 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, in accordance with Clause 4.2 here below.

3. Preparation of Tenders

- 3.1 All documents relating to the tender and any correspondence shall be in English language.
- 3.2 The tender submitted by the tenderer shall comprise the following:
- (a) These 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.

- 3.3 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.
- 3.4 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.
- 3.5 The unit rates and prices shall be in Kenya Shillings.
- 3.6 Tenders shall remain valid for a period of Ninety (90) 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 3.7 - 3.11 in all respects.
- 3.7 The tenderer shall furnish, as part of the tender, a Tender Security in the amount and form specified in the appendix to invitation to tenderers. This shall be in the amount not exceeding 2 percent of the tender price
- 3.8 The format of the Tender Security should be in accordance with the form of Tender Security included in Section G - Standard forms or any other form acceptable to the Employer. Tender Security shall be valid for 30 days beyond the validity of the tender.
- 3.9 Any tender not accompanied by an acceptable Tender Security shall be rejected. The Tender Security of a joint venture must define as "Tenderer" all joint venture partners and list them in the following manner: a joint venture consisting of".....", ".....", and ".....".
- 3.10 The Tender Securities of unsuccessful tenderers will be returned within 28 days of the end of the tender validity period specified in Clause 3.6.
- 3.11 The Tender Security of the successful tenderer will be discharged when the tenderer has signed the Contract Agreement and furnished the required Performance Security.
- 3.12 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, pursuant to Clause 5.7;
 - (c) in the case of a successful tenderer, if the tenderer fails within the specified time limit to
 - (i) sign the Agreement, or
 - (ii) Furnish the required Performance Security.
- 3.13 Tenderers shall submit offers that comply with the requirements of the tendering documents, including the basic technical design as indicated in the Drawings and Specifications. Alternatives will not be considered, unless specifically allowed in the invitation to tender. If so allowed, tenderers wishing to offer technical alternatives to the requirements of the tendering documents must also submit a tender that complies with the requirements of the tendering documents, including the basic technical design as indicated in the Drawings and Specifications. In addition to submitting the basic tender, the tenderer shall provide all information necessary for a complete evaluation of the alternative, including design calculations, technical specifications, breakdown of prices, proposed construction methods and other relevant details. Only the technical alternatives, if any, of the lowest evaluated tender conforming to the basic technical requirements shall be considered.
- 3.14 The tenderer shall prepare one original of the documents comprising the tender documents as described in Clause 3.2 of these Instructions to Tenderers, bound with the volume containing the Form of Tender, and clearly marked "ORIGINAL". In addition, the tenderer shall submit copies of the tender, in the number specified in the invitation to tender, and clearly marked as "COPIES". In the event of discrepancy between them, the original shall prevail.
- 3.15 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the tenderer, pursuant to Clause 1.5 (a) or 1.6 (b), as the case may be. All pages of the tender where alterations or additions have been made shall be initialed by the person or persons signing the tender.
- 3.16 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.
- 3.17 The procuring entity 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.
- 3.18 The tender security shall be in the amount of 0.5 – 2 per cent of the tender price.

4. Submission of Tenders

- 4.1 The tenderer shall seal the original and all copies of the tender in two inner envelopes and one outer envelope, duly marking the inner envelopes as **“ORIGINAL”** and **“COPIES”** as appropriate. The inner and outer envelopes shall:
- (a) be addressed to the Employer at the address provided in the invitation to tender;
 - (b) bear the name and identification number of the Contract as defined in the invitation to tender; and
 - (c) Provide a warning not to open before the specified time and date for tender opening.
- 4.2 Tenders shall be delivered to the Employer at the address specified above not later than the time and date specified in the invitation to tender. However, the Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Sub-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.
- 4.3 Any tender received after the deadline prescribed in clause 4.2 will be returned to the tenderer un-opened.
- 4.4 Tenderers may modify or withdraw their tenders by giving notice in writing before the deadline prescribed in clause 4.2. Each tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with clause 3.13 and 4.1, with the outer and inner envelopes additionally marked **“MODIFICATION”** and **“WITHDRAWAL”**, as appropriate. No tender may be modified after the deadline for submission of tenders.
- 4.5 Withdrawal of a tender between the deadline for submission of Tenders and the expiration of the period of tender validity specified in the invitation to tender or as extended pursuant to Clause 3.6 may result in the forfeiture of the Tender Security pursuant to Clause 3.11.
- 4.6 Tenderers may only offer discounts to, or otherwise modify the prices of their tenders by submitting tender modifications in accordance with Clause 4.4 or be included in the original tender submission.

5. Tender Opening and Evaluation

- 5.1 The tenders will be opened by the Employer, including modifications made pursuant to Clause 4.4, in the presence of the tenderers’ representatives who choose to attend at the time and in the place specified in the invitation to tender. Envelopes marked **“WITHDRAWAL”** shall be opened and read out first. Tenderers’ and Employer’s representatives who are present during the opening shall sign a register evidencing their attendance.
- 5.2 The tenderers’ names, the tender prices, the total amount of each tender and of any alternative tender (if alternatives have been requested or permitted),

any discounts, tender modifications and withdrawals, the presence or absence of Tender Security, and such other details as may be considered appropriate, will be announced by the Employer at the opening. Minutes of the tender opening, including the information disclosed to those present will be prepared by the Employer.

- 5.3 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.
- 5.4 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 5.7.
- 5.5 Prior to the detailed evaluation of tenders, the Employer will determine whether each tender (a) meets the eligibility criteria defined in Clause 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.
- 5.6 If a tender is not substantially responsive, it will be rejected, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
- 5.7 Tenders determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:
- (a) where there is a discrepancy between the amount in figures and the amount in words, the amount in words will prevail; and
 - (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will prevail, unless in the opinion of the Employer, there is an obvious typographical error, in which case the adjustment will be made to the entry containing that error.

- (c) In the event of a discrepancy between the tender amount as stated in the Form of Tender and the corrected tender figure in the main summary of the Bill of Quantities, the amount as stated in the Form of Tender shall prevail.
 - (d) The Error Correction Factor shall be computed by expressing the difference between the tender amount and the corrected tender sum as a percentage of the corrected Builder's Work (i.e. Corrected tender sum less P.C. and Provisional Sums)
 - (e) The Error Correction Factor shall be applied to all Builders' Work (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuation of variations.
 - (f) the amount stated in the tender will be adjusted in accordance with the above procedure for the correction of errors and, with concurrence of the tenderer, shall be considered as binding upon the tenderer. If the tenderer does not accept the corrected amount, the tender may be rejected and the Tender Security may be forfeited in accordance with clause 3.11.
- 5.8 The Employer will evaluate and compare only the tenders determined to be substantially responsive in accordance with Clause 5.5.
- 5.9 In evaluating the tenders, the Employer will determine for each tender the evaluated tender price by adjusting the tender price as follows:
- (a) making any correction for errors pursuant to clause 5.7;
 - (b) Excluding provisional sums and the provision, if any, for contingencies in the Bill of Quantities, but including Day-works where priced competitively.
 - (c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with clause 3.12; and
 - (d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with clause 4.6
- 5.10 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.
- 5.11 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.

- 5.12 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 non-indigenous sub-contractor.

6. Award of Contract

- 6.1 Subject to Clause 6.2, 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 1.2, and (b) qualified in accordance with the provisions of clause 1.7 and 1.8.
- 6.2 Notwithstanding clause 6.1 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.
- 6.3 The tenderer whose tender has been accepted will be notified of the award prior to expiration of the tender validity period in writing or by cable, telex or facsimile. This notification (hereinafter and in all Contract documents called the "Letter of Acceptance") will state the sum (hereinafter and in all Contract documents called the "Contract Price") that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract. At the same time the other tenderers shall be informed that their tenders have not been successful.
- The contract shall be formed on the parties signing the contract.
- 6.4 The Agreement will incorporate all agreements between the Employer and the successful tenderer. Within 14 days of receipt the successful tenderer will sign the Agreement and return it to the Employer.
- 6.5 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
- 6.6 Failure of the successful tenderer to comply with the requirements of clause 6.5 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Tender Security.
- 6.7 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.
- 6.8 Preference where allowed in the evaluation of tenders shall not be allowed for contracts not exceeding one year (12 months)

- 6.9 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 6.10 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.
- 6.11 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 6.12 Where contract price variation is allowed, the valuation shall not exceed 15% of the original contract price.
- 6.13 Price variation request shall be processed by the procuring entity within 30 days of receiving the request.
- 6.14 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 6.15 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.
- 6.16 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.

7. Corrupt and Fraudulent practices

- 7.1 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.

SELF DECLARATION FORMS

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

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

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

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

3. THAT what is deponed to hereinabove is true to the best of my knowledge, information
and belief.

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

Bidder's Official Stamp

SELF DECLARATION FORMS

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

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

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

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

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

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

5. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

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

Bidder's Official Stamp

SECTION III: CONDITIONS OF CONTRACT

1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

“Day-works” are Work inputs subject to payment on a time basis for labour and the associated materials and plant.

“Employer”, or the **“Procuring entity”** as defined in the Public Procurement Regulations (i.e. Central or Local Government administration,

Universities, Public Institutions and Corporations, etc) is the party who employs the Contractor to carry out the Works.

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

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

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

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

“Project Manager” is the person named in the Appendix to Conditions of Contract (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.

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

“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.

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

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

“A 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.

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

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

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

2. Interpretation

- 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.
- 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).
- 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. Language and Law

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

4 Project Manager's Decisions

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

5 Delegation

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

6 Communications

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

7 Subcontracting

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

8 Other Contractors

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

9 Personnel

- 9.1 The Contractor shall employ the key personnel named in the Qualification Information, to carry out the functions stated in the said Information or other personnel approved by the Project Manager. The Project Manager will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel listed in the Qualification Information. If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the Work in the Contract.

10 Works

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

11 Safety and Temporary Works

- 11.1 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.
- 11.2 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.
- 11.3 The Contractor shall be responsible for the safety of all activities on the Site.

12. Discoveries

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

13. Work Program

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

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

14. Possession of Site

- 14.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Appendix to Conditions of Contract, the Employer will be deemed to have delayed the start of the relevant activities, and this will be a Compensation Event.

15. Access to Site

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

16. Instructions

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

17. Extension or Acceleration of Completion Date

- 17.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a variation is issued which makes it impossible for completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining Work, which would cause the Contractor to incur additional cost. 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.
- 17.2 No bonus for early completion of the Works shall be paid to the Contractor by the Employer.

18. Management Meetings

- 18.1 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.

19. Early Warning

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

can be avoided or reduced by anyone involved in the Work and in carrying out any resulting instructions of the Project Manager.

20. Defects

- 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.
- 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.
- 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.

21. Bills of Quantities

- 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.
- 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.
- 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.

22. Variations

- 22.1 All variations shall be included in updated programs produced by the Contractor.
- 22.2 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.
- 22.3 If the work in the variation corresponds with an item description in the Bills of Quantities and if in the opinion of the Project Manager, the quantity of work is not above the limit stated in Clause 21.2 or the timing of its execution does not cause the cost per unit of quantity to change, the rate in the Bills of Quantities shall be used to calculate the value of the variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the variation does not correspond with items in the Bills of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of Work.
- 22.4 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.
- 22.5 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.
- 22.6 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
- 22.7 When the Program is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast.

23. Payment Certificates, Currency of Payments and Advance Payments

- 23.1 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.
- 23.2 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.

- 23.3 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.
- 23.4 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.
- 23.5 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.
- 23.6 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 any changes in the expected foreign currency requirements of the Contractor during the execution of the Works as indicated in the Schedule of Foreign Currency Requirements and the foreign and local currency portions of the balance of the Contract Price shall then be amended by agreement between Employer and the Contractor in order to reflect appropriately such changes.
- 23.7 In the event that an advance payment is granted, the following shall apply:-
- a) On signature of the Contract, the Contractor shall at his request, and without furnishing proof of expenditure, be entitled to an advance of 10% (ten percent) of the original amount of the Contract. The advance shall not be subject to retention money.
 - b) No advance payment may be made before the Contractor has submitted proof of the establishment of deposit or a directly liable guarantee satisfactory to the Employer in the amount of the advance payment. The guarantee shall be in the same currency as the advance.

- c) Reimbursement of the lump sum advance shall be made by deductions from the Interim payments and where applicable from the balance owing to the Contractor. Reimbursement shall begin when the amount of the 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
- X¹ = the amount of proposed cumulative payments as a percentage of the original amount of the Contract. This figure will exceed 20% but not exceed 80%.
- X¹¹ = the amount of the previous cumulative payments as a percentage of the original amount of the Contract. This figure will be below 80% but not less than 20%.
- d) with each reimbursement the counterpart of the directly liable guarantee may be reduced accordingly.

24. Compensation Events

24.1 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.

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

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

24.4 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.

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

24.6 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.

25. Price Adjustment

- 25.1 The Project Manager shall adjust the Contract Price if taxes, duties and other levies are changed between the date 30 days before the submission of tenders for the Contract and the date of Completion. The adjustment shall be the change in the amount of tax payable by the Contractor.
- 25.2 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.
- 25.3 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.
- 25.4 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.

- 25.5 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.
- 25.6 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.
- 25.7 The provisions of sub-clause 25.1 to 25.2 herein shall not apply in respect of any materials included in the schedule of basic rates.

26. Retention

- 26.1 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.

27. Liquidated Damages

- 27.1 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.
- 27.2 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 in Clause 23.30

28. Securities

- 28.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a reputable bank acceptable to the Employer, and denominated in Kenya Shillings. The Performance Security shall be valid

until a date 30 days beyond the date of issue of the Certificate of Completion.

29. Day-works

- 29.1 If applicable, the Day-works 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.
- 29.2 All work to be paid for as Day-works 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.
- 29.3 The Contractor shall be paid for Day-works subject to obtaining signed Day-works forms.

30. Liability and Insurance

- 30.1 From the Start Date until the Defects Correction Certificate has been issued, the following are the Employer's risks:
 - (a) The risk of personal injury, death or loss of or damage to property (excluding the Works, Plant, Materials and Equipment), which are due to;
 - (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works, or
 - (ii) negligence, breach of statutory duty or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
 - (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in Employer's design, or due to war or radioactive contamination directly affecting the place where the Works are being executed.
- 30.2 From the Completion Date until the Defects Correction Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is the Employer's risk except loss or damage due to;
 - (a) a defect which existed on or before the Completion Date.
 - (b) an event occurring before the Completion Date, which was not itself the Employer's risk
 - (c) the activities of the Contractor on the Site after the Completion Date.
- 30.3 From the Start Date until the Defects Correction Certificate has been issued, the risks of personal injury, death and loss of or damage to property

(including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risk are Contractor's risks.

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

- (a) loss of or damage to the Works, Plant, and Materials;
- (b) loss of or damage to Equipment;
- (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract, and
- (d) personal injury or death.

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

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

30.6 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.

31. Completion and taking over

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

32. Final Account

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

33. Termination

33.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. These

fundamental breaches of Contract shall include, but 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 authorised 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.

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

33.3 Notwithstanding the above, the Employer may terminate the Contract for convenience.

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

34. Payment Upon Termination

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

34.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager

shall issue a certificate for the value of the Work done, materials ordered, the reasonable cost of removal of equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works.

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

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

Until after completion of the Works under this clause the Employer shall not be bound by any other provision of 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 the Contractor before such determination exceeds the total amount which would have been payable on due completion in accordance with this Contract the difference shall be a debt payable to the Employer by the Contractor; and if the said amount added to the said money be less than the said total amount, the difference shall be a debt payable by the Employer to the Contractor.

35. Release from Performance

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

36. Corrupt gifts and 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.

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

37. Settlement Of Disputes

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

- (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.

37.2 The arbitration may be on the construction of this Contract or on any matter or thing of whatsoever nature arising thereunder or in connection therewith, including any matter or thing left by this Contract to the discretion of the Project Manager, or the withholding by the Project Manager of any certificate to which the Contractor may claim to be entitled to or the measurement and valuation referred to in clause 23.0 of these conditions, or the rights and liabilities of the parties subsequent to the termination of Contract.

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

37.4 Notwithstanding the issue of a notice as stated above, the arbitration of such a dispute or difference shall not commence unless an attempt has in the first instance been made by the parties to settle such dispute or difference

amicably with or without the assistance of third parties. Proof of such attempt shall be required.

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

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

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

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

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

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

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

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

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

SECTION IV – APPENDIX TO CONDITIONS OF CONTRACT

2.1 GENERAL

This specification is to be read in conjunction with the drawings which are issued with it. Bills of quantities shall be the basis of all additions and omissions during the progress of the works.

Where the material and equipment are specifically described and named in the Specification followed by approved equal, they are so named or described for the purpose of establishing a standard to which the sub-contractor shall adhere.

Should the Sub-contractor install any material not specified herein before receiving approval from the proper authorities, the Engineer shall direct the Sub-contractor to remove the material in question immediately. The fact that this material has been installed shall have no bearing or influence on the decision by the Engineer.

All materials condemned by the Engineer as not approved for use, are to be removed from the premises and suitable materials delivered and installed in their place at the expense of the Sub-contractor. All materials required for the works shall be new and the best of the respective kind and shall be of a uniform pattern.

2.2 REGULATIONS AND STANDARDS OF MATERIALS

The Sub-Contractor shall fully comply with the requirements and recommendations of the following:-

- a) The Kenya Power By-laws.
- b) The Electric Power Act and the Rules made there under.
- c) Kenya Bureau of Standards (KBS) lifts standard KS 2169 -1.
- d) The current editions of the Regulations for Electrical Installations issued by the Institution of Electrical Engineers of Great Britain and the Kenya Wiring Regulations issued by the Kenya Bureau of Standards, except where compliance with these Regulations would cause contravention of the requirements and recommendations of item (a) and (b) above.
- e) The following international standards shall apply:
 - Electric lifts - BS EN 81-20 and BS EN 81-50
 - Electric lifts; A1: Programmable electronic systems - EN 81-1/prA1
 - Electric lifts; A2: Machinery and pulley spaces - EN 81-1/prA2
 - Electric lifts; Amendment AC – BS EN 81-1/AC:2000
 - Lift landing doors – Fire resistance testing – pr EN 81-58
 - Rules for accessibility of disabled people to lifts – pr EN 81-70
 - Rules for lifts which remain in use in case of fire(Firefighters lifts) – pr EN 81-72
 - Behaviour of lifts in the event of fire – pr EN 81-73
 - Electromagnetic compatibility – Product family standard for lifts, escalators and passenger conveyors - Emission - BS EN 12015:1998

- Steel wire ropes – Safety- Stranded ropes for lifts - pr EN 12385-5
- Flexible cables for lifts - BS EN 50214:1998

Unless otherwise specified, stainless steel shall be to EN10029, EN 10048 , EN 10095, EN 10258 and EN 10259 Grade 316 or equivalent.

- f) The requirements of the Chief Inspector of Factories for the Government of Kenya, SECTION 63 of the occupational safety Act No.15 Of 2007; Laws of Kenya. **The contractor shall avail all the certificates.**
- g) Any other regulations governing lift installations in Kenya.

2.3 WORKMANSHIP

The workmanship and method of installation shall conform to the best standard practice. All work shall be performed by skilled tradesmen and to the satisfaction of the Engineer. Helpers shall have qualified supervision.

Any work that does not in the opinion of the Engineer conform to the best standard practice will be removed and reinstated at the Sub-contractors expense.

Permits, Certificates or Licences must be held by all tradesmen for the type of work; in which they are involved where such permits, certificates or licences exist under Government legislation.

2.4 PROCUREMENT OF MATERIALS

The sub-contractor is advised that no assistance can be given in the procurement or allotment of any materials or products to be used in and necessary for the construction and completion of the work.

Sub-contractors are warned that they must make their own arrangements for the supply of materials and/or products specified or required.

2.5 SHOP DRAWINGS

Before Installation is commenced the sub-contractor shall submit Four copies of detailed drawings showing all connections pertaining to the installation including components and all pertinent information including sizes, capacities, construction details, etc, as may be required to determine the suitability of the equipment and connections for the approval of the Engineer. Approval of the detailed drawings shall not relieve the sub-contractor of the full responsibility of errors or the necessity of checking the drawings himself or of furnishing the materials and equipment and performing the work required by the plans and specifications.

Before commencing any work, the contractor shall submit to the Engineer for approval four (4) copies (unless specified otherwise) of additional drawings providing relevant information on the following, where appropriate:-

1. Equipment
2. Power and ventilation requirements
3. General illustration and finish of the lift and/or escalator/passenger conveyor installation.

2.6 SETTING OUT WORK

The sub-contractor at his own expenses; is to set out works and take all measurements and dimensions required for the erection of his materials on site; making any modifications in details as may be found necessary during the progress of the works, submitting any such modifications or alterations in detail to the Engineer before proceeding and must allow in his Tender for all such modifications and for the provision of any such sketches or drawings related thereto.

2.7 POSITIONS OF ELECTRICAL PLANT AND APPARATUS

The routes of cables and approximate positions of switchboards etc, as shown on the drawings shall be assumed to be correct for purpose of Tendering, but exact positions of all electrical Equipment and routes of cables must be agreed on site with the Engineer before any work is carried out.

2.8 Labelling

All plant, apparatus, equipment, valves, control panels, selector switches, isolating equipment, terminals and cable cores shall be securely and properly labelled by the Sub-Contractor to the approval of the Engineer. The labelling shall be such as to show clearly the identification of the item and if applicable its control function and the part of the system controlled.

2.9 Training of Employer's staff

The Sub-Contractor shall, if requested, arrange for the training of 2No. technicians nominated by the employer in the maintenance of the lifts at the Sub-Contractor's office, on site during the installation, testing and commissioning period or at the workshops of the Sub-Contractor or at the works of the supplier of the plant. The cost of providing adequate training shall be quoted.

SCHEDULE OF CONTRACT DRAWINGS

- 1.0 There are no specific drawings in this contract. The contractor will use general architectural layouts, where necessary.
- 2.0 Location of the lifts shall be as per the architectural floor layouts and shall be identified on site with the help of the Electrical Engineer.

PARTICULAR SPECIFICATION

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PARTICULAR SPECIFICATIONS

SECTION 1

1.0.0 PARTICULAR CONDITIONS

1.01 Site location

The site of the Sub-contract Works is situated in Embu town, County of Embu.

1.02 Materials for the works

Materials shall be as specified in Section D and in the Bills of Quantities of this document. The works shall be of high quality and standards, and the Sub-contractor shall be required to submit samples of materials for approval by the engineer before he commences the carrying out of the works. Alternative materials shall be accepted only after approval by the Engineer.

Prior to the commencement of installation work, the contractor shall submit to the Engineer for approval in good time sample boards of electrical and mechanical accessories, finishing materials, colour chart and any other items as considered necessary by the Engineer, proposed to be used for the Contract. Each sample shall be fixed firmly onto a rigid wooden or metal board and clearly numbered and labeled. A list shall be affixed to show the item description, make and brand, and country of origin. Only samples deemed to comply with the Specification shall be displayed. Samples rejected by the Engineer shall be replaced as soon as possible. The approved sample boards shall be displayed in the site office throughout the entire contract period.

1.03 Co-ordination with other contractors

The sub-contractor is requested, when carrying out his works, to properly co-ordinate with other Contractors who shall be in the same site carrying out other works.

1.04 Scope of contract works

The Contract Works shall comprise the supply, delivery, erection, testing, commissioning and setting to work of complete passenger lifts installation and ancillary equipment as detailed in the specification and in the Bills of Quantities. The Contractor shall be responsible for all wiring from the lifts control panel to the electrical switchgear and other ancillary equipment thereon, including provision of all control wiring for the lifts installation.

The Contractor shall provide free maintenance during the defects liability period and undertake to enter into a servicing agreement with the Employer if so requested.

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The Sub-contractor shall include for all apparatus and appliances not particularly called for in this specification but which are necessary for the completion and satisfactory functioning of the Contract works.

No claims for extra payment shall be accepted from the Sub-contractor due to his failure to adhere to the above requirements.

It is deemed that if, in the opinion of the Sub-contractor at the time of tendering, there existed a discrepancy between the specification and the bills of quantities, the Contractor clarified this difference with the Engineer before tendering.

1.05 Description of the project

The project comprises the supply and installation of 2No. **Standard** passenger lifts for the proposed Tuition block at the University of Embu.

1.06 Commencement and completion of works

The Contractor in submitting his tender shall be deemed to have included for commencing any necessary work on site in accordance with the Main contractor's programme.

1.07 Climatic Conditions

The following climatic conditions apply at the site of the works and all plant, equipment, materials and installations shall be suitable for these conditions.

Mean Maximum temperature	25.0°C
Mean Minimum temperature	13.4°C
Mean temperature range	11.6°C
Relative humidity range	59-95%
Altitude	Approximately 1508m above sea level
Rainfall	Rainfall can be extremely heavy at certain periods of the year.

1.08 Ordering of materials

The Contractor shall order materials in accordance with the quantities taken from his own approved working drawings and not from the quantities shown in the Bills of Quantities or in the Specification.

1.09 Site visit

The tenderer is recommended to visit the site and shall be deemed to have satisfied himself with regard to the Conditions under which the Contract Works shall have to be carried out.

1.10 Contract drawings

The Sub-Contractor shall be deemed to have studied all relevant architectural Contract Drawings and to have allowed for any necessary provisions in his Contract works required thereby.

1.1.0 GENERAL REQUIREMENTS

This section of the specification deals with the general requirements for the lifts to be installed.

The sub-contractor shall supply, deliver, unload, hoist, fix and erect, test and commission all the equipment, plant and materials in accordance with all the specifications contained in this document including the Contract Drawings to provide a complete and operable installation.

The sub-contractor shall become liable for defects and be responsible for the initial maintenance of the lifts installation all as specified herein.

1.2.0 NUMBER AND TYPE OF LIFTS REQUIRED

The lifts to be provided shall meet the following requirements:-

- (i) 2No. intensive traffic **Standard** lifts.
- (ii) 5No. **stops** from **Ground to fourth** floor.
- (i) 17 passengers (1275kg) capacity lift.
- (ii) Speed to be at least **1.0 metres per second**.
- (iii) Normal Operation : Fully collective duplex function

The tenderer shall offer equipment of standard manufacture, which meets the set performance standards and finishes, as described in part D of this specification.

1.3.0 MACHINE TYPE AND POWER FACTOR

- a) The machine drive shall preferably be of variable voltage variable frequency (V³F).
- b) The power factor for the drive shall not be less than 0.9 lagging.

1.4.0 STRUCTURAL OPENINGS

All openings shall be as shown on the contract drawings. All landings shall be at 10mm above the finished floor levels. The sub-contractor shall set the landing doors at 10mm from the finished levels so as to get a fall away from the landing to prevent water flowing down the lift shafts when washing up.

1.5.0 PROTECTIVE PADS

For the normal standard lift, the sub-contractor shall supply a set of protective quilted cover pads to approval for the size of passenger car specified.

1.6.0 MANUAL OPERATION

Provision shall be made for manual operation of the lift and lowering of the lift by means of a spokeless wheel. This shall be mounted on the drive motor. The sub-contractor shall provide a brake release key and landing door emergency key for the client's retention.

1.7.0 BASE FRAME

The complete hoisting equipment shall be mounted on a base frame of fabricated steel which when installed shall be insulated from the building structure by means of rubber or other approved sound and vibration isolating material provided and fixed in an approved manner between the base frame and the supporting beams.

1.8.0 PIT ACCESS

A suitable mild steel cat ladder shall be provided from the bottom landing served to the floor level of the lift pit.

1.9.0 LANDING DOOR KEY

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

1.10.0 LIFT CONSTRUCTION

The whole of the lift/escalator/passenger conveyor machinery including the opening and closing of the car and landing doors shall be quiet in operation, and sound reducing rubber pads or other means shall be provided by the Contractor where necessary to eliminate vibration and noise transmissions.

1.10.1 Car Frame

The car frame supporting the car platform and car superstructure shall be made of structural steel and shall be equipped with guides and safety devices mounted underneath the car platform. The car frame shall be braced and gusseted to relieve the car superstructure of strain. The application of the safety gear shall not deform the car frame nor shall the uneven loading of the car.

1.10.2 Car and Counterweight Guide Shoes

At least four guide shoes, capable of being easily renewed or having renewable linings shall be provided on the counterweight. At least four renewable guide shoes, or guide shoes with renewable linings, or sets of guide rollers shall be provided two at the top and two at the bottom of the car frame. Each wheel shall be accurately aligned to achieve pure rolling action. Scrubbing or sliding of the guide wheels on the tee section guide rails will render their installation unsatisfactory.

1.10.3 **Car Safety Device and Governors**

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

1.10.4 **Car Platform**

The car platform shall comprise a structural steel frame covered with suitable flooring.

The floor of the car shall be of approved well seasoned timber in two layers; the bottom layer in hardwood and the top layer in softwood laid at right angles to bottom layer. Alternatively the floor may be of all steel welded construction of ample rigidity and of smooth finish. Each platform shall be equipped with a metal threshold plate and bottom door track.

1.10.5 **Rope load equalising Gear**

Rope equalising gear shall be provided to equalise the load on the individual lifting ropes.

1.11.0 **LIFT CAR**

1.11.1 **General**

The car shall be constructed from pressed steel and precautions shall be taken to prevent drumming. The methods of construction and the strength of the lift car and the door panels shall comply with international standards and any current amendments.

1.11.2 **Car Doors**

The lift car shall have automatic high speed power operated 2-panel centre opening sliding doors and shall have a clear opening of not less than 1100mm wide by 2000mm high and **shall be able to allow passage of a wheel chair**. The tenderer shall state the exact figures in the tender.

The doors shall be of hollow metal type, made from stainless steel sheet, pressed to shape and rolled to give a sharp edge.

A suitable lining shall be used to prevent metallic ring. All joints shall be reinforced, welded and finished flush and where necessary they shall be reinforced to take hangers, locks, etc.

Landings shall have automatic high speed power operated 2-panel centre opening sliding stainless steel doors compatible with the lift car doors.

1.11.3 **Door operation**

- : Heavy duty variable frequency driven door operators on a frame above the lift car.
- : Fully adjustable door open and close speeds - micro-processor controlled.
- : Intelligent speed adjustments to cope with traffic requirements
- : Full curtain electronic infrared 3 dimensional detectors.

The doors shall be cushioned so as to prevent slamming at the limits of movement.

The door operating motor shall be provided with thermal overloads, or an approved overload device. It shall be fitted with an audible alarm, which shall sound when the doors are prevented from closing fully for longer than a predetermined period, either by obstruction or by the prolonged depression of the open button. The audible alarm shall not sound under any other circumstances.

An electric contact shall be provided and installed on each car door and connected in the operating circuit in such a manner as to prevent the movement of the car away from the landing unless the door is locked in the closed position.

The car door and the landing door shall be mechanically connected and will move simultaneously when opening and closing.

The car doors shall close automatically after a predetermined "DOOR OPEN" period has expired. It shall be possible to hold the doors open by the operation of the landing call station push button or the car operating panel "DOOR OPEN" push button although such action shall not reinitiate the door open period timing device and immediately the push buttons have been released and the doors have fully opened, the car doors shall re-close.

1.11.4 **Protection Device**

The car door shall be provided with a protective device such that if a person or object comes within a predetermined distance of the doors while they are closing it shall automatically cause both car and landing doors to return to the open position.

1.11.5 **Car interior finish**

Tenderers shall quote alternative prices for their standard car finishes. Synthetic resin panels which are heat-resistant and water-proof are preferred. Pictorial brochures of the alternative finishes shall be enclosed. The floors shall be covered with flame-resistive vinyl tiles to Engineer's approval. An alternative could be considered.

A continuous stainless steel hand rail to Engineer's approval shall be provided at a height of 950mm in each car. The rail shall be supported from the car walls at each end and at not more than 750mm centres.

One of the entire side walls shall be a mirror from the handrail level to the ceiling for the panoramic lifts.

For the normal standard lifts, the entire rear wall shall be a mirror from the handrail level to the ceiling.

1.11.6 Car interior lighting

High power factor LED lighting luminaires shall be fitted in each lift car to provide indirect lighting. Multiple lighting points shall be used in each lift car. The initial level of illumination at 900mm above the car floor level shall be 150 lux.

All circuit components for the LED luminaires shall be mounted in separate channels or boxes fixed on the top of each car. Capacitors shall be mounted as far as possible from chokes and in any case not closer than 75mm.

In addition to the standard lighting each car shall be fitted with a self-contained 8W LED emergency luminaire with a 1½ hour capacity.

1.11.7 Car Ventilation

Cabin ventilation shall be of tropicalised high Capacity cylinder type operation. The lift car extract fan should be powerful, quiet, free from draughts, and multi-directional complete with a maintained back-up power supply. An approved fan motor isolating switch shall be provided on the top of each lift car for maintenance purposes.

1.11.8 Additional well lighting

In addition to the permanent well lighting there shall be fitted on the top and under the car a maintenance station with a guarded light and an RCCB protected socket outlet.

1.11.9 Counterweight Guards on Car

Lightweight counterweight guards shall be fitted on the top of each lift car to protect personnel working on the cabin being in contact with the counterweight when moving up and down in the lift shaft.

1.11.10 Emergency Alarm System

Each lift shall incorporate a battery operated alarm system, initiated by the ALARM push button on each car operating panel, and wired to the common alarm bell in the ground floor lift lobby and an intercommunication telephone system described in clause 1.11.11 of this specification.

1.11.11 **Emergency Audio Communication System**

A flush mounted two-way loudspeaking instrument shall be incorporated in each lift car's operating panel. The system shall be switched into service by emergency alarm buttons, which shall incorporate an illuminating indicator lamp. The indicator lamp shall light on pressing the emergency alarm buttons. The communication instrument cover plate shall be inscribed with the words "EMERGENCY TELEPHONE".

The audio communication system shall be included as an optional part of the standard lift installation.

Wiring shall be provided between the emergency audio communication units via the trailing cables to terminal blocks which shall be provided in the lift machine room.

The emergency audio communication system shall comprise:-

- a) A loud speaking instrument in each passenger carrying lift car.
- b) A wall mounted main station in the lift control room.
- c) A desk mounted main station on the PBX telephone operator's console or at a specified main reception area on the ground floor.
- d) An alarm extension bell above the lift landings on the ground floor lift lobby.
- e) An alkaline battery power supply and trickle charger.
- f) All necessary intercommunication wiring.
- g) All labour and materials necessary for installing and putting to work the emergency audio communication system in compliance with the specification.

Each main station shall contain a loud speaking instrument, alarm buzzer and lamps illuminated push buttons switches for communication between the main stations.

The pressing of the alarm button in a lift car shall activate the main station alarm buzzers and lamps, the extension alarm bell on the ground floor lift lobby and shall illuminate the push button switches associated with the particular lift car. The alarms shall operate simultaneously at both main stations and the ground floor lift lobby. The speech links between the lift car and a main station shall be set up by pressing the illuminated push button switch.

1.11.12 **The floor Number on the Edge of the Landing Door**

The floor number shall be painted on the edge of each landing door. The number shall be readable from inside the lift car.

1.12.0 TOP OF CAR

1.12.1 General

The top of the car shall be kept free of all but the most necessary equipment and the length of conduit runs on the roof shall be kept to a minimum. The top of the car shall be designed to carry the weight of two people.

1.12.2 Mechanical Test Panel

A test push button shall be provided on a panel located on top of the car for operation during maintenance. An emergency stop switch shall also be provided.

1.12.3 Finish

All metal other than stainless or baked enamel steel and aluminium shall be thoroughly sanded, washed with correct material, filled and shop primed.

After erection and as late as possible before final inspection, metal parts which have been previously primed shall be thoroughly cleaned down, prepared for a finishing coat and the finishing coat applied. The finishing coat shall be to approval of the Engineer.

1.13.0 LANDING DOORS AND FRAMES

1.13.1 General

Lift landings shall have stainless steel architraves width 200mm to Engineer's approval. Landings shall have automatic high speed power operated 2-panel centre opening sliding doors and shall have a clear opening of more than 1100mm wide by 2000mm high. The tenderer may quote for alternative finishes in the schedule of options.

The doors shall have at least half an hour fire resistance. Copies of a fire test certificate shall be submitted to the Engineer for approval prior to the installation of the doors.

The doors shall be fabricated from stainless steel sheet, pressed to shape and rolled to give sharp arrises and shall be of the same finish and appearance as the car doors.

A suitable lining shall be used to prevent metallic ring. All joints shall be reinforced, welded and finished flush and where necessary they shall be reinforced to take hangers, locks, etc. The doors shall be fitted with rubber bumpers.

1.13.2 **Door Frames**

Door frames shall be of stainless steel sheet pressed to shape, welded together and made integral. Frames shall combine cabinet jabs and trim, sill, track, hanger housing and angle struts to ensure accurate alignment and smooth running of doors. Non-slip treads shall be provided on thresholds and adjustable bumpers shall be provided where necessary.

1.13.3 **Landing Door Interlocks**

Each landing door shall be equipped with main and emergency electro-mechanical interlocks which will prevent the car moving away from the landing unless all doors are in a closed position. The interlocks shall also prevent the opening of any landing door until the car has reached the respective landing zone.

1.14.0 **LIFT CONTROL SYSTEM**

1.14.1 **Load non-stop facility**

This facility shall be provided to enable a fully loaded lift car to ignore landing calls and proceed to its destination without interruption.

1.14.2 **Car overload alarm**

This feature should be provided to prevent the doors of an overloaded car from closing and thereby prevent the despatching of the lift car until the prescribed maximum load of the lift is restored.

Each lift car shall incorporate a load weighing and sensing device which shall become operative when the car load exceeds 100% of the rated load.

An illuminated sign shall be placed at a suitable location near each car door and shall not be legible until illuminated. When illuminated the sign shall read "OVERLOAD".

Each car shall be provided with an audible alarm which becomes operative simultaneously with the illuminated sign when the car is overloaded.

1.14.3 **Nuisance car call protection**

This facility shall be provided to minimise the abuse of the lift control system by unnecessary multiple car calls initiated from within a lift car. This feature shall compare the load within the lift car with the number of calls registered for a particular car. In case of the number of car calls being unreasonable, all the car calls will be automatically cancelled thus eliminating the "nuisance" calls.

1.14.4 **Car operating panel**

A car operating panel shall be located in each lift car and shall be mounted in a stainless steel plate to the Engineer's approval. The operating panel shall incorporate the following:-

- a) A full set of floor call buttons corresponding to the floors served.
- b) An alarm button painted RED.
- c) Emergency button.
- d) Door open button.
- e) Door close button.
- f) Emergency telephone.
- g) Car lighting toggle switch.
- h) Car extract fan toggle switch.
- i) Car preference key switch.

An illuminated call register light shall be incorporated in each call button.

Touch to operate or proximity type buttons will be used but with the Engineer's approval.

1.14.5 **Lift position indicators and signals**

All indicators and signals shall be mounted in stainless steel plates.

Each lift car shall be provided with: _

- a) An illuminated lift position indicator inside each car over the car entrance.
- b) A full set of illuminating lift position indicators over each landing entrance on the ground floor. The lift position indicators shall incorporate directional lift arrival indicators and lift arrival gong.
- c) Illuminating directional lift arrival indicators and lift arrival gong, with different tones for up and down motions, above each landing entrance at all served floor landings. The lift arrival indicators shall cancel on the departure of the lift car.
- d) A set of directional call buttons at each landing. The call buttons shall incorporate illuminating call register lights which shall be cancelled on lift arrival.

All the lift call buttons and car operation panels must have **buttons for the disabled** (Braille for the blind and button for wheel chair users)

1.14.6 **Independent Service**

A car preference key switch shall be installed in the lift car. In this independent service mode, the lift car shall respond only to calls initiated from within the car and ignore all other landing calls. After servicing a car initiated call the doors shall remain open and shall only close on operation of the "Door close" button.

1.14.7 **Attendant Control**

There shall be no auxiliary attendant key switch in the lift car. The lift installation shall therefore have no established form of attendant service. Attendants when required shall however be able to hold the doors with "door open" buttons or to switch the lift car to independent service using the special key.

1.14.8 **Group control system**

This facility shall provide **hall-call destination control** system which will allow passengers to select their destination floor before entering the lift. The facility should be such that each request is analysed by the control system and the passenger is assigned to the lift that will result in the quickest journey by reducing intermediate stops and empty car runs, thereby increasing handling capacity.

1.14.9 **Remote control operation**

This facility shall monitor the performance of the lifts remotely, detecting faults and activating reactive functions. This will enable provision of 24-hour emergency support, so that an operator in the remote control centre can respond immediately and proactively to any incidents or faults.

1.15.0 **CAR DIMENSIONS**

The sub-contractor shall tender for his manufacturer's nearest standard internal car dimensions compatible with the lift well provided and should state the dimensions in the tender reply.

1.16.0 **COUNTERWEIGHT**

A suitable adjustable counterweight which shall equal the weight of the car plus 50% of the contract load shall be provided and installed for each lift. The filler weights shall be of cast iron and be securely housed in a rigid fabricated steel frame fitted with four guides.

A 2.0 metre high screen of expanded or punched metal shall be installed in the lift pit between the counterweight and the car.

1.17.0 **CAR AND COUNTERWEIGHT GUIDE RAILS**

The car and counterweight guide rails shall be of high quality mild steel. They shall have machined faces for the guide shoes. All joints in tee guide rails shall be tongued and grooved and shall be suitably reinforced.

All fixing devices shall be provided by the sub-contractor and cast-in situ by the contractor.

All structural steel members and other steel members necessary for supporting and bracing the car and counterweight guide rails shall be supplied and installed by the sub-contractor.

1.18.0 **TERMINAL BUFFERS**

Buffers of robust design shall be provided in the lift pit for both the car and the counterweight to a positive stop should the car for any reason over-run the final limit switches. The sub-contractor shall supply buffer certificates from the manufacturer.

1.19.0 **TERMINAL AND FINAL LIMITS**

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

1.20.0 **ROPES**

Suspension ropes shall be manufactured, tested and handled in accordance with pr EN 12385-5 and shall be delivered on a drum.

A test shall be made at the manufacturer's works for torsion, tensile and breaking load of the rope as set out in pr EN 12385-5 and the sub-contractor shall supply certified copies of the test certificates before handover.

1.21.0 **TRAVELLING CABLES**

The travelling cable shall be standard flameproof lift car flexible so installed as to prevent mechanical stresses on conductors and termination; it shall be free from twists, kinks and abrasion and other mechanical injury.

This cable shall be run direct from a terminal box located at a point half way up-the lift shaft to the underside of the lift car. The car terminal box shall be located on top of the car.

The cabling between the shaft terminal box and the lift room control panel shall be adequately protected against mechanical damage.

All terminals shall be easily accessible and clearly labelled.

1.22.0 **COAMINGS**

The space between the lift machine beams, floor conduits or ducts and floor treads will be filled with concrete by the contractor. It is the responsibility of the sub-contractor to collaborate with the contractor to ensure that suitable holes are provided in the reinforced concrete floor slab of the motor room for hoisting ropes, etc. All rope holes, etc., shall be adequately protected with 100mm high shaped sheet-steel coamings.

1.23.0 **HOISTING EQUIPMENT LOCATION**

Hoisting machines shall be located above the lift wells and shall be fitted with anti-vibration mountings.

1.24.0 **LIFT WELL DIMENSIONS**

The internal well dimensions will be as per the existing provision on site. Lift well lighting will be provided by others.

The lift pit will be as per the existing provision on site. The lift **shall be machine roomless**

The tenderer is recommended to visit the site and shall be deemed to have satisfied himself with regard to the suitability of the provided dimensions. It shall be the responsibility of the lifts Contractor to verify the dimensions of the lifts' shafts before placing any orders.

1.25.0 **LIFT DISPLAY PANEL**

If the lifts are more than one, a lift position display panel shall be provided in the ground floor main entrance reception area. The exact position will be to the Architect's requirements. The panel will display the position and direction of travel of the lift car. The cost of the supervisory panel shall be included in the tender sum.

1.26.0 **LIFT MACHINERY CONTROLS**

1.26.1 **Controller**

The controller shall be enclosed in a free standing floor mounted totally enclosed steel framed cubicle with louvred ventilation, hinged doors at the front and detachable panels at the rear. All the necessary relays, contactors, MCBs, fuses, meters, etc., shall be accessible from the front and rectifiers, control resistors and wiring shall be accessible from the rear. All components shall be clearly labelled as to their function and shall be readily accessible for easy protection and maintenance.

1.26.2 **Protection against power/voltage fluctuations, surges and transient currents**

The lift equipment and all its controls shall be protected against power/ voltage fluctuations, surges and transient currents. The contractor shall provide for and install all the necessary equipment for this protection. The protective switchgear shall be verified by the Engineer during the overseas factory inspection.

1.26.3 **Rectifiers**

All control circuits shall, if operated on D.C. supply, be of a voltage level not exceeding 100 volts. Direct current for control circuits brake solenoid and generator shunt fields shall be provided by means of approved type metal or silicon rectifiers, conservatively rated, rigidly supported with plates placed vertically and adequately ventilated.

1.26.4 **Resistances**

Control resistance shall be of the metallic type, adequately ventilated, rigidly supported, accessible, capable of adjustment and of ample capacity to operate without excessive temperature rise.

1.26.5 **Control circuits**

All control circuits shall be provided with protective devices.

1.26.6 **Fault protection**

Relays shall protect the motor generator set drive motor against overload, phase failure, reverse phase and under-voltage and the generator and the lift motor against overload.

1.27.0 **SELF LEVELLING DEVICE**

The lift shall be provided with a self levelling device that shall automatically bring the lift car to the floor landing. This device shall be automatic and independent of the door operating device and shall maintain the car level with the landing regardless of change in the loading affecting the stretch of the ropes. The maximum tolerance shall be 3mm.

1.28.0 **ELECTRICITY SUPPLIES**

The lift equipment shall be suitable for 415 volts, 3-phase 50HZ supplies.

Incoming electricity supplies to the plantroom shall be provided by others up to the main isolator/distribution panel in the plantroom. The tenderer shall state the starting and running currents and the power consumption for the lifts. Power factor : The power factor for the drive shall not be less than 0.9 lagging.

1.29.0 **DURATION OF CONTRACT**

The sub-contractor shall be required to phase his work in accordance with the main contractor's programme (or its revisions). The programme is to be agreed with the main contractor. **The completion date of the main contract is 1st December 2021.**

1.30.0 SAFETY EQUIPMENT

All necessary personal safety equipment such as helmets, protective footwear, Protective goggles/eye shields, Life jacket, Gas masks, e.t.c. as considered adequate by the Engineer shall be available for use of persons employed on the site and maintained in a condition suitable for immediate use: and the contractor shall take adequate steps to ensure proper use of equipment by those concerned.

- a) Workers employed on mixing, asphaltic materials, cement and lime mortars/concrete shall be provided with protective goggles.
- b) Those engaged in handling any material which is injurious to eyes shall be provided with protective goggles.
- c) Those engaged in welding works shall be provided with welder's protective eye shield.
- d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

1.30.1 **Fire lift requirements** : Not applicable.

1.30.2 **Intercom System Details:** Required intercom system shall have one slave unit in the lift car, one master unit at the lift machine room and one master unit at the central control room(reception area), at the ground floor, for this purpose. Others shall only provide conduiting from lift car to the central control room as per layout plan to be given by the Firm. All wiring work shall be included in the offer.

1.30.3 **Emergency Power Supply:** The alarm bell and the emergency light unit shall operate on 7.2 Volts or other voltage agreed with the engineer, Ni. Cad. Pen light rechargeable cell, with trickle Charger arrangement. Full details along the technical backup shall be provided in the lift tender itself, whilst quoting for the same.

1.30.4 **Public Address System:** The lift car shall be provided with a public address system suitable for the public announcement and for playing soft music. Junction box in the lift well will be included. The speaker shall be fixed inside car at landing and the machine room.

1.30.5 **Safety: AUTOMATIC RESCUE DEVICE:** The device operates on 12 volts 24 AH, dry maintenance free batteries, continuously monitoring the normal power supply in the main lift controller and activates the rescue operation within 10 seconds of the power failure. It should bring the lift to the nearest floor and doors should automatically open enabling the passengers to exit. Thereafter, the lift should remain parked there and when the power supply is restored, the lift should revert to normal operation.

INFRA RED DOOR PROTECTION DEVICE: The infra red light sensitive cells on the panel on each side of the lift entrance should continuously monitor the beams and when any beam is disturbed the door should open. When the entrance is clear, the door should close automatically.

1.30.6 **Audible Announcement:** The interior of the cage shall be provided with a sound device which audibly indicates the floor the cage has reached and indicates that the door of the cage for entrance/exit is either open or closed.

SECTION G
SCHEDULE OF UNIT RATES

SCHEDULE OF UNIT RATES

1. The tenderer shall insert unit rates against the items in the following schedules and may add such other items as he considers appropriate.
2. The unit rates shall include for supply, transport, insurance, delivery to site, storage as necessary, assembling, cleaning, installing, connecting, profit and maintenance in defects liability and any other obligation under this contract.
3. The unit rates will be used to assess the value of additions or omissions arising from authorised variations to the contract works.
4. Where trade names or manufacturer's catalogue numbers are mentioned in the specification, the reference is intended as a guide to the type of article or quality of material required. Alternative brands of **equal** and **approved** quality will be accepted.

SCHEDULE OF UNIT RATES
(To be completed by the Tenderer)

ITEM	DESCRIPTION	RATE (KSHS)
1	Addition of lift opening	
2	Controlled Operation - provision of 24 hours a day monitoring system	
3	900mm centre opening door	
4	1100mm centre opening door	
5	Price for protective pads	
6	Nuisance car call protection	
7	Music system	
8	Addition/Omission for alternative finishes as described by tenderer: a) b) c)	
9	Any other services (Please list below):	

G/2

1.0.0 DEVIATION SCHEDULES

The sub-contract sum shown on the Form of Tender and in the price schedules shall be deemed to provide for the execution and completion of the sub-contract works strictly in accordance with the specification.

The acceptance of any proposed deviation will be effected by the variation order issued by the Engineer after the sub-contract has been awarded. The adoption of any or all of the proposed deviations and the consequent sub-contract sum adjustments will be at the discretion of the Engineer.

1.1.0 Deviation Layout

Deviation Item No.	Specification Section and Clause No.	Proposed Deviation	Price Adjustment	
			Deduction	Addition

SECTION H

BILLS OF QUANTITIES

BILLS OF QUANTITIES

A) PRICING OF PRELIMINARIES ITEMS

Prices will be inserted against item of preliminaries in the subcontractor's Bills of Quantities and specification. These Bills are designated as Bill No.1 in this Section. Where the sub-contractor fails to insert his price in any item he shall be deemed to have made adequate provision for this on various items in the Bills of Quantities. The preliminaries form part of this contract and together with other Bills of Quantities covers for the costs involved in complying with all the requirements for the proper execution of the whole of the works in the contract.

The Bills of Quantities are divided generally into three sections:

(a) Preliminaries – Bill No.1

Sub-contractors preliminaries are as per those described in section C – sub-contract preliminaries and general conditions of contractor. The sub-contractor shall study the conditions and make provision to cover their cost in this Bill. The number of preliminary items to be priced by the Tenderer has been limited to tangible items such as site office, temporary works and others. However the Tenderer is free to include and price any other items he deems necessary taking into consideration conditions he is likely to encounter on site.

(b) Installation Items – Other Bills

- (i) The brief description of the items in these Bills of Quantities should in no way modify or supersede the detailed descriptions in the contract Drawings, conditions of contract and specifications.*
- (ii) The unit of measurements and observations are as per those described in clause 1.0 5 of the section C.*

(c) Summary

The summary contains tabulation of the separate parts of the Bills of Quantities carried forward with provisional sum, contingencies and any prime cost sums included. The sub-contractor shall insert his totals and enter his grand total tender sum in the space provided below the summary.

This grand total tender sum shall be entered in the Form of Tender provided elsewhere in this document.

H/1

SPECIAL NOTES

1. The Bills of Quantities form part of the contract documents and are to be read in conjunction with the contract drawings and general specifications of materials and works.
2. The prices quoted shall be deemed to include for all obligations under the sub-contract including but not limited to supply of materials, labour, delivery to site, storage on site, installation, testing, commissioning and all taxes (**including VAT and withholding tax**).
3. All prices omitted from any item, section or part of the Bills of Quantities shall be deemed to have been included to another item, section or part thereof.
4. The brief description of the items given in the Bills of Quantities are for the purpose of establishing a standard to which the sub-contractor shall adhere. Otherwise alternative brands of **equal** and **approved** quality will be accepted.

Should the sub-contractor install any material not specified here in before receiving **written approval** from the Project Manager, the sub-contractor shall remove the material in question and, **at his own cost**, install the proper material.

5. The grand total of prices in the price summary page must be carried forward to the **Form of Tender for the tender to be deemed valid**.
6. The Tenderer shall base his tender on information which is given in the specification. Any equipment which he wishes to offer but which does not comply with the Specification should be fully detailed in the deviations Schedule together with details of any other deviations or omissions which he may wish to make.
7. Any tender which is submitted without the Schedules having been fully completed may not be considered.

SECTION I
TECHNICAL SCHEDULE
OF
ITEMS TO BE SUPPLIED

TECHNICAL SCHEDULE

- 1.0 The technical schedule shall be submitted by tenderers to facilitate and enable the Project Manager to evaluate the tenders
- 2.0 The filling of this schedule forms part of Technical Evaluation of the tenders, and bidders shall therefore be required to indicate the type/make and country of origin of all the materials and equipments they intend to offer to the employer in this schedule.
- 3.0 Any bid returned with unfilled Technical Schedule shall be considered technically non-responsive, and the bidder shall automatically be disqualified.

TECHNICAL SCHEDULE OF ITEMS TO BE SUPPLIED
(To be Completed by the Tenderer)

ITEM	DESCRIPTION	TYPE/MAKE	COUNTRY OF ORIGIN

SECTION IV – APPENDIX TO CONDITIONS OF CONTRACT

Attached in the Bills of Quantities.

Attached in the Bills of Quantities.

SECTION V - SPECIFICATIONS

Notes for preparing Specifications

- 1.0 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.
- 2.0 Specifications from previous similar projects are useful and may not be necessary to re-write specifications for every Works Contract.
- 3.0 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.
- 4.0 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.
- 5.0 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.

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.

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.

SECTION VI - DRAWINGS

SECTION VII - BILL OF QUANTITIES

Notes for preparing Bills of Quantities

1.0 The objectives of the Bills of Quantities are;

- (a) to provide sufficient information on the quantities of Works to be performed to enable tenders to be prepared efficiently and accurately; and
- (b) when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.

In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Bill of Quantities should be as simple and brief as possible.

2.0 The Bills of Quantities should be divided generally into the following sections:

(a) Preliminaries.

The preliminaries should indicate the inclusiveness of the unit prices, and should state the methods of measurement which have been adopted in the preparation of the Bill of Quantities and which are to be used for the measurement of any part of the Works.

The number of preliminary items to be priced by the tenderer should be limited to tangible items such as site office and other temporary works, otherwise items such as security for the Works which are primarily part of the Contractor's obligations should be included in the Contractor's rates.

(b) Work Items

- (i) The items in the Bills of Quantities should be grouped into sections to distinguish between those parts of the Works which by nature, location, access, timing, or any other special characteristics may give rise to different methods of construction, or phasing of the Works, or considerations of cost. General items common to all parts of the Works may be grouped as a separate section in the Bill of Quantities.
- (ii) Quantities should be computed net from the Drawings, unless directed otherwise in the Contract, and no allowance should be made

for bulking, shrinkage or waste. Quantities should be rounded up or down where appropriate.

- (iii) The following units of measurement and abbreviations are recommended for use.

<i>Unit</i>	<i>Abbreviation</i>	<i>Unit</i>	<i>Abbreviation</i>
cubic meter	m ³ or cu m	millimeter	mm
hectare	ha	month	mon
hour	h	number	nr
kilogram	kg	square meter	m ² or sq m
lump sum	sum	square millimeter	mm ² or sq mm
meter	m	week	wk
metric ton (1,000 kg)	t		

- (iv) The commencing surface should be identified in the description of each item for Work involving excavation, boring or drilling, for which the commencing surface is not also the original surface. The excavated surface should be identified in the description of each item for Work involving excavation for which the excavated surface is not also the final surface. The depths of Work should be measured from the commencing surface to the excavated surface, as defined.

(c) Day-work Schedule

A Day-work Schedule should be included if the probability of unforeseen work, outside the items included in the Bill of Quantities, is relatively high. To facilitate checking by the Employer of the realism of rates quoted by the tenderers, the Day-work Schedule should normally comprise:

- (i) a list of the various classes of labour, and materials for which basic Day work rates or prices are to be inserted by the tenderer, together with a statement of the conditions under which the Contractor will be paid for Work executed on a Day work basis; and
- (ii) a percentage to be entered by the tenderer against each basic Day work Subtotal amount for labour, materials and plant representing the Contractor's profit, overheads, supervision and other charges.

(d) Provisional Quantities and Sums

- (i) Provision for quantity contingencies in any particular item or class of Work with a high expectation of quantity overrun should be made by entering specific “Provisional Quantities” or “Provisional Items” in the Bill of Quantities, and *not* by increasing the quantities for that item or class of Work beyond those of the Work normally expected to be required. To the extent not covered above, a general provision for physical contingencies (quantity overruns) should be made by including a “Provisional Sum” in the Summary of the Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a “Provisional Sum” in the Summary of the Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises.
- (ii) Provisional sums to cover specialized works normally carried out by Nominated Sub Contractors should be avoided and instead Bills of Quantities of the specialised Works should be included as a section of the main Bills of Quantities to be priced by the Main Contractor. The Main Contractor should be required to indicate the name (s) of

the specialised firms he proposes to engage to carry out the specialized Works as his approved domestic sub-contractors. Only provisional sums to cover specialized Works by statutory authorities should be included in the Bills of Quantities.

(e) Summary

The Summary should contain a tabulation of the separate parts of the Bills of Quantities carried forward, with provisional sums for Day-work, for physical (quantity) contingencies, and for price contingencies (upward price adjustment) where applicable.

SECTION VIII – STANDARD FORM

- (i) Form of Invitation for Tenders
- (ii) Form of Tender
- (iii) Letter of Acceptance
- (iv) Form of Agreement
- (v) Form of Tender Security
- (vi) Performance Bank Guarantee
- (vii) Bank Guarantee for Advance Payment
- (viii) Qualification Information
- (ix) Tender Questionnaire
- (xi) Confidential Business Questionnaire
- (x) Statement of Foreign Currency Requirement
- (xi) Details of Sub-Contractors
- (xii) Details of Litigation or Arbitration Proceedings
- (x) Request for Review Form

FORM OF INVITATION FOR TENDERS

_____ *[date]*

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

Dear Sirs:

Reference: _____ *[Contract Name]*

You have been prequalified to tender for the above project.

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

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

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

Upon payment of a non-refundable fee of Kshs _____

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

_____ *[address and location]*

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

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

Yours faithfully,

_____ Authorised Signature

_____ *Name and Title*

FORM OF TENDER

TO: UNIVERSITY OF EMBU

COMPLETION OF THE PROPOSED AUDITORIUM AND LECTURE CLASSROOM FOR THE UNIVERSITY OF EMBU

Dear Sir,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities for the execution of the above named Works, we, the undersigned offer to construct, install and complete such Works and remedy any defects therein for the sum of Kshs. _____ *[Amount in figures]* Kenya Shillings _____ *[Amount in words]*
2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Project Manager's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Conditions of Contract.
3. We agree to abide by this tender until 120 days from the date of submission, and it shall remain binding upon us and may be accepted at any time before that date.
4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20_____

Signature _____ in the capacity of _____

duly authorized to sign tenders for and on behalf of
_____ *[Name of bidder]*
of _____ *[Address of bidder]*

LETTER OF ACCEPTANCE

[letterhead paper of the Employer]

_____ [date]

To: _____
[name of the Contractor]

[address of the Contractor]

Dear Sir,

This is to notify you that your Tender dated _____
for the execution of _____
[name of the Contract and identification number, as given in the Tender documents] for the
Contract Price of Kshs. _____ [amount in figures] [Kenya
Shillings _____ (amount in words)] in accordance with the
Instructions to Tenderers is hereby accepted.

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

Authorized Signature

Name and Title of Signatory

Attachment : Agreement

FORM OF AGREEMENT

THIS AGREEMENT, made the _____ day of _____ 20 _____
between _____ of [or whose
registered office is situated at] _____
(hereinafter called “the Employer”) of the one part AND
_____ of [or whose
registered office is situated at] _____
(hereinafter called “the Contractor”) of the other part.

WHEREAS THE Employer is desirous that the Contractor executes

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

NOW THIS AGREEMENT WITNESSETH as follows:

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

times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The common Seal of _____

Was hereunto affixed in the presence of _____

Signed Sealed, and Delivered by the said _____

Binding Signature of Employer _____

Binding Signature of Contractor _____

In the presence of (i) Name_____

Address_____

Signature_____

[ii] Name _____

Address_____

Signature_____

FORM OF TENDER SECURITY

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

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

THE CONDITIONS of this obligation are:

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

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

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

[date]

[signature of the Bank]

[witness]

[seal]

PERFORMANCE BANK GUARANTEE

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

Dear Sir,

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

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

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

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

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR _____

Name of Bank _____

Address _____

Date _____

BANK GUARANTEE FOR ADVANCE PAYMENT

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

Gentlemen,

Ref: _____ *[name of Contract]*

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

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

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

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

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

Yours faithfully,

Signature and Seal _____

Name of the Bank or financial institution _____

Address _____

Date _____

Witness: Name: _____

Address: _____

Signature: _____

Date: _____

QUALIFICATION INFORMATION

1. Individual Tenderers or Individual Members of Joint Ventures

- 1.1 Constitution or legal status of tenderer (attach copy or Incorporation Certificate);

Place of registration: _____

Principal place of business _____

Power of attorney of signatory of tender _____

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

Year	Volume	
	Currency	Value

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

Project name	Name of clientType of work Value of performed and Contract and contact person year of completion		
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

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

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

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

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

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

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

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

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

2 Joint Ventures

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

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

- 2.6 Attach the power of attorney of the signatory(ies) of the tender authorizing signature of the tender on behalf of the joint venture
- 2.7 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that:
- a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
 - b) one of the partners will be nominated as being in charge, authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture; and
 - c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

TENDER QUESTIONNAIRE

Please fill in block letters.

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

Signature of Tenderer

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

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

Part 1 – General:

Business Name
 Location of business premises.
 Plot No..... Street/Road
 Postal Address Tel No. Fax E mail
 Nature of Business
 Registration Certificate No.
 Maximum value of business which you can handle at any one time – Kshs.

 Name of your bankers Branch

	Part 2 (a) – Sole Proprietor Your name in full Age Nationality Country of origin • Citizenship details •																					
	Part 2 (b) Partnership Given details of partners as follows: <table border="1"> <thead> <tr> <th>Name</th><th>Nationality</th><th>Citizenship Details</th></tr> </thead> <tbody> <tr> <td>Shares</td><td></td><td></td></tr> <tr> <td>1.</td><td></td><td></td></tr> <tr> <td>2.</td><td></td><td></td></tr> <tr> <td>3.</td><td></td><td></td></tr> <tr> <td>4.</td><td></td><td></td></tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares			1.			2.			3.			4.					
Name	Nationality	Citizenship Details																				
Shares																						
1.																						
2.																						
3.																						
4.																						
	Part 2 (c) – Registered Company Private or Public State the nominal and issued capital of company- Nominal Kshs. Issued Kshs. Given details of all directors as follows <table border="1"> <thead> <tr> <th>Name</th><th>Nationality</th><th>Citizenship Details</th></tr> </thead> <tbody> <tr> <td>Shares</td><td></td><td></td></tr> <tr> <td>1.....</td><td></td><td></td></tr> <tr> <td>2.</td><td></td><td></td></tr> <tr> <td>3.</td><td></td><td></td></tr> <tr> <td>4.</td><td></td><td></td></tr> <tr> <td>5</td><td></td><td></td></tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares			1.....			2.			3.			4.			5		
Name	Nationality	Citizenship Details																				
Shares																						
1.....																						
2.																						
3.																						
4.																						
5																						
Date Signature of Candidate																						

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

STATEMENT OF FOREIGN CURRENCY REQUIREMENTS

(See Clause 23] of the Conditions of Contract)

In the event of our Tender for the execution of _____
_____ (*name of Contract*) being accepted, we would
require in accordance with Clause 21 of the Conditions of Contract, which is
attached hereto, the following percentage:

(Figures)..... (Words).....

of the Contract Sum, (Less Fluctuations) to be paid in foreign currency.

Currency in which foreign exchange element is required:

.....

Date: The Day of 20.....

Enter 0% (zero percent) if no payment will be made in foreign currency.

Maximum foreign currency requirement shall be _____ (percent) of the
Contract Sum, less Fluctuations.

(Signature of Tenderer)

DETAILS OF SUB-CONTRACTORS

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

Failure to comply with this requirement may invalidate the tender.

(1) Portion of Works to be sublet:

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

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

(2) Portion of Works to sublet:

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

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

[Signature of Tenderer)

Date

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

**DETAILS OF LITIGATION OR ARBITRATION PROCEEDINGS IN WHICH THE
TENDERER HAS BEEN INVOLVED AS ONE OF THE PARTIES IN THE LAST 5
YEARS**

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

Name of the director:_____

Signature:_____

Stamp:

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 of20.....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.
- etc.

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

- 1.
- 2.
- etc

SIGNED(Applicant)

Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of
.....20.....

SIGNED
Board Secretary

**TUITION BLOCK FOR UNIVERSITY OF EMBU - PASSENGER LIFTS
INSTALLATION BoQ**

ITEM	DESCRIPTION	QTY	UNIT	RATE (KSHs.)	COST (KSHs.)
1.0	PRELIMINARIES				
1.1	Description clause 1.02	1	ITEM		
1.2	Conditions of sub-contract Agreement clause 1.03	1	ITEM		
1.3	payments clause 1.04	1	ITEM		
1.4	Site location clause 1.06	1	ITEM		
1.5	Scope of contract works clause 1.08	1	ITEM		
1.6	Extend of contractors duties clause 1.09	1	ITEM		
1.7	Firm price clause 1.12	1	ITEM		
1.8	Variation clause 1.13	1	ITEM		
1.9	Prime cost and provisional sum clause 3.14 (insert profit and attendance which is a percentage of expended PC or provisional sum)	1	ITEM		
1.10	Bond clause 1.15	1	ITEM		
1.11	Government legislation and regulations clause 1.16	1	ITEM		
1.12	Import duty and VAT clause 1.17 (Nopite this clause applies for materials supplied only)	1	ITEM		
1.13	Insurance company fees clause 1.18	1	ITEM		
1.14	Provision of services by the Main contractor clause 1.19	1	ITEM		
1.15	Samples and materials generally clause 1.21	1	ITEM		
	TOTAL C/F TO SUMMARY PAGE				

ITEM	DESCRIPTION	QTY	UNIT	RATE (KSHs.)	COST (KSHs.)
1.16	Supplies clause 1.20	1	ITEM		
1.17	Bills of quantities clause 1.23	1	ITEM		
1.18	Contractors office in Kenya clause 1.24	1	ITEM		
1.19	Builders work clause 1.25	1	ITEM		
1.20	1.29	1	ITEM		
1.21	Identification of plant components clause 1.30	1	ITEM		
1.22	Working drawings clause 1.32	1	ITEM		
1.23	instructions clause 1.33	1	ITEM		
1.24	Maintenance Manual clause 1.34	1	ITEM		
1.25	Hand over clause 1.35	1	ITEM		
1.26	Painting clause 1.36	1	ITEM		
1.27	Testing and inspection - manufactured plant clause 3.38	1	ITEM		
1.28	Testing and inspection - installation clause 3.39	1	ITEM		
1.29	Storage of materials	1	ITEM		
1.30	Initial Maintenance clause 1.42	1	ITEM		
	TOTAL C/F TO SUMMARY PAGE				

ITEM	DESCRIPTION	QTY	UNIT	RATE (KSHs.)	COST (KSHs.)
1.31	Local and other Authorities fees clause 1.60	1	ITEM		
1.32	Supervision by the engineer and site meetings clause 1.67	1	ITEM		
1.33	Patent Rights clause 1.64	1	ITEM		
1.34	Mobilization and Demobilization clause 1.65	1	ITEM		
1.35	Supervision by the engineer and site meetings clause 1.67	1	ITEM		
1.36	Allow for profit and attendance for the above (item 1.35)	1	ITEM		
1.37	Contractor obligation and Employers obligation clause 1.69	1	ITEM		
	Sub Total carried to page H/5 below				
	Subtotal brought forward from page H-3				
	Subtotal brought forward from page H-4				
	Subtotal brought forward from page H-5				
	TOTAL C/F TO SUMMARY PAGE				

2.0 PRICE SCHEDULE - 17 PASSENGER, STANDARD LIFT, 5 STOPS, 1.0m/s

ITEM	DESCRIPTION	QTY	UNIT	RATE (KSHs.)	COST (KSHs.)
	PRICE FOR 2 NO. LIFTS				
2.1	Price for all imported equipment and materials delivered to site	1	Item		
2.2	Price for import duty on all the imported materials	1	Item		
2.3	IDF Fees @ _____% of C&F cost	1	Item		
2.4	Marine Insurance @ _____% of C&F cost	1	Item		
2.5	Port charges @ _____% of C&F cost	1	Item		
2.6	Letter of credit @ _____% of C&F cost	1	Item		
2.7	Price for VAT on all imported equipment and materials @ _____%	1	Item		
2.8	Transportation cost from the port of Mombasa to the site including off loading on site	1	Item		
2.9	Price for materials purchased locally	1	Item		
2.10	Price for all labour in Kenya	1	Item		
2.11	Price for VAT on all local contents @ _____%	1	Item		
	TOTAL C/F TO NEXT PAGE				

2.0 **PRICE SCHEDULE - 17 PASSENGER, STANDARD LIFT, 5 STOPS, 1.0m/s -
Continued**

ITEM	DESCRIPTION	QTY	UNIT	RATE (KSHs.)	COST (KSHs.)
	TOTAL B/F FROM PREVIOUS PAGE				
2.12	Price for provision of lift display panel as per specification	1	Item		
2.13	Price for full service maintenance of the lifts during 12 months defects liability period for the whole period, as per clause 1.42, @ Kshs.per month	1	Item		
2.14	Price for all other costs necessary for execution and completion of the lift installation (Costs to be detailed below)	1	Item		
	TOTAL C/F TO SUMMARY PAGE				

3.0 PROVISIONAL SUMS

ITEM	DESCRIPTION	AMOUNT (KSHS)
3.1	Allow for Factory Inspection of the Lift Materials as per the particular specifications	2,700,000.00
3.2	Allow for training of 2No. technicians on operation and general maintennce of the system	
3.3	Allow a provisional sum of Kshs. 400,000.00 for Statutory Inspection and Registration of the Lifts with The Directorate of Occupational Safety and Health Services	400,000.00
3.4	Provisional Sum for Fluctuations	700,000.00
3.5	Allow a Provisional Sum of Kshs. 750,000.00to for attendance by the Main Contractor	750,000.00
3.6	Allow a Contingency Sum of Kshs. 1,200,000.00to be expended at the discretion of the Project Manager	1,200,000.00
TOTAL SUM CARRIED FORWARD TO SUMMARY PAGE		

SUMMARY PAGE

ITEM	DESCRIPTION	COST (KSHs.)
	PRICE SUMMARY	
1	PRELIMINARIES - BROUGHT FORWARD FROM PAGE H/5	
2	PRICE FOR LIFTS - BROUGHT FORWARD FROM PAGE H/7	
3	PROVISIONAL SUMS - BROUGHT FORWARD FROM PAGE H/8	
	TOTAL C/F TO FORM OF TENDER	

State the Foreign currency, if any, on which the tender is based:

State the exchange rate applied:

Signed by the Tenderer.....

Official Stamp

Date.....

SERVICE MAINTENANCE

FULL SERVICE MAINTANANCE DURING 36 MONTHS
AFTER DEFECTS LIABILITY PERIOD

FULL SERVICE MAINTANANCE DURING 36 MONTHS AFTER DEFECTS LIABILITY PERIOD

1 The tenderer shall price for both labour and consumables(materials) during the 36 months full service period in appenix A of this section. The price shall be for supply, installation, testing and commissioning including all taxes applicable at the time of tender.

2 The tenderer shall list and price the consumable/ spare parts/ materials to be used during the 36 months full service period in **appenix B** of this section. The price shall be for supply, installation, testing and commissioning including all taxes applicable at the time of tender.

3 The tenderer shall list and price the consumable/ spare parts/ materials to be used during the 36 months full service period. This list is to be as comprehensive as possible and shall inculde major spares as cards, fan motors etc. The price shall be for supply, installation, testing and commissioning including all taxes applicable at the time of tender. These are the spare parts that are not required during the normal routine maintenance. These spare parts shall only be paid for as and when replaced. The tenderer shall give the details of these spare parts in in **appenix C** of this section.

4 The price quoted shall be as per the Standard Maintanance Document, for Government projects, which can be examined at the offices of the Chief Engineer, Electrical, State Department of Public Works.

5 The tenderer may be required to the sign the 36 Months after Defects Liability Maintanance Contract based on the price quoted and the Standard Maintanance Tender Document refered to in item 5 above.

6 The tenderer MUST fill in all the prices and rates in the Appendices A, B and C of this section. Failure to do so shall lead to disqualification.

APPENDIX 'A'**PRICE FOR FULL NORMAL ROUTINE MAINTANANCE DURING 36 MONTHS
AFTER DEFECTS LIABILITY PERIOD**

ITEM	DESCRIPTION	COST (KSHs.)
1	Labour costs per month	
2	Material costs for spare parts (consumables) per month – see Appendix C of this section	
	Sub-total for one (1No.) Month Maintenance after the Defects Liability Period (Not to be carried to Form of Tender)	
	Grand Total for 36 Months Maintenance after the Defects Liability Period (Not to be carried to Form of Tender)	

Signed by the Tenderer.....

Official Stamp

Date.....

APPENDIX 'B'

SCHEDULE OF UNIT RATES OF SPARE PARTS THAT MAY BE REQUIRED DURING 36 MONTHS AFTER DEFECTS LIABILITY MAINTENANCE PERIOD (ATTACHMENTS ARE ALLOWED IF THE LIST IS LONG)

ITEM	DESCRIPTION	QTY	UNIT	RATE (KSHs.)	COST (KSHs.)
	Total (Not to be carried to Form of Tender)				

Signed by the Tenderer.....

Official Stamp

Date.....

APPENDIX 'C'

PRICE BREAKDOWN OF SPARES / CONSUMABLES TO BE USED DURING 36 MONTHS AFTER DEFECTS LIABILITY MAINTENANCE PERIOD

NOTE: The Price Total in this Appendix C SHOULD tally with the Grand Price Total in Appenix A of this section.

ITEM	DESCRIPTION	QTY	UNIT	RATE (KSHs.)	COST (KSHs.)
	Total (Not to be carried to Form of Tender)				

Signed by the Tenderer.....

Official Stamp

Date.....