REPUBLIC OF KENYA

THE PARLIAMENTARY SERVICE COMMISSION

PROPOSED MULTI STOREY OFFICE BLOCK FOR PARLIAMENTARY SERVICE COMMISSION

W.P. ITEM NO. D29 NB/NB 901 –JOB NO. 7753C

1. TECHNICAL TENDER DOCUMENT

TENDER NO. PSC/015/2016-2017

FOR

SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF SAUNA, STEAM BATH AND GYMNASIUM EQUIPMENT INSTALLATIONS.

ARCHITECT
Chief Architect
Ministry of Transport, Infrastructure, Housing and Urban Development
P.o. Box 30743– 00100
NAIROBI.

QUANTITY SURVEYOR
Chief Quantity Surveyor
Ministry of Transport, Infrastructure, Housing and Urban Development
P.o. Box 30743– 00100
NAIROBI.

ENGINEER (STRUCTURAL)
Chief Engineer (Structural)
Ministry of Transport, Infrastructure, Housing and Urban Development
P.o. Box 30743– 00100
NAIROBI.

ENGINEER (MECHANICAL)
Chief Engineer -Mechanical (BS)
Ministry of Transport, Infrastructure, Housing and Urban Development
P.o. Box 41191– 00100
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ENGINEER (ELECTRICAL)
Chief Engineer - Electrical (BS)
Ministry of Transport, Infrastructure, Housing and Urban Development
P.o. Box 41191– 00100
NAIROBI.

PROJECT CONSULTANTS

CONSULTING ARCHITECT
Mutiso Menezes International
P. o. Box 44934 - 00100
NAIROBI.

CONSULTING QUANTITY SURVEYOR
Quantech Consultancy
P. o. Box 44660 – 00100
NAIROBI.

CONSULTING ELECT. AND MECH. ENGINEER
Mecoy Consultants Limited.
P.o. Box 20198-00200
NAIROBI.

CONSULTING (STRUCTURAL & CIVIL) ENGINEER.
Wanjohi Consulting Engineers
P.o Box 21714 - 00505
NAIROBI.

CLIENT
The Parliamentary Service Commission
P.O. BOX 41842– 00100
NAIROBI.

FEBRUARY, 2017

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DEFINITIONS

The following terms and expressions used in the contract document shall have the following meanings:

The Employer	The Parliamentary Service Commission P. O. Box 41842-00100, NAIROBI.
Employer's representative	The Clerk of the Senate/The Secretary, Parliamentary Service Commission, Ministry of Transport, Infrastructure, Housing and Urban Development, P.O. Box 30743-00100, NAIROBI
Architect	Chief Architect Ministry of Transport, Infrastructure, Housing and Urban Development, P.O. Box 30743-00100, NAIROBI
Electrical Engineer	Chief Engineer – Electrical (BS) Ministry of Transport, Infrastructure, Housing and Urban Development, P.O. Box 41191-00100, NAIROBI
Mechanical Engineer	Chief Engineer- Mechanical (BS) Ministry of Transport, Infrastructure, Housing and Urban Development, P.O. Box 41191-00100, NAIROBI
Quantity Surveyor	Chief Quantity Surveyor, Ministry of Transport, Infrastructure, Housing and Urban Development, P.O. Box 30743-00100, NAIROBI
Structural Engineer	Chief Structural Engineer Ministry of Transport, Infrastructure, Housing and Urban Development, P.O. Box 30743-00100, NAIROBI
Project Manager	The Works Secretary, Ministry of Transport, Infrastructure, Housing and Urban Development, P.O. Box 30743-00100, NAIROBI
Main contractor	The firm appointed to carry out the builders works.
Sub contractor	The firm appointed to carry out the supply, delivery, installation, testing and commissioning of **Sauna, Steam bath and Gymnasium equipment Installations.**
Site	Central Business District, Nairobi City.

PROJECT CONSULTANTS

Architect	Mutiso Menezes International, P.O. Box 44934 - 00100, NAIROBI
Quantity Surveyor	Quantech Consultancy, P.O. Box 44660 - 00100, NAIROBI
Structural & Civil Engineer	Wanjohi Consulting Engineers, P.O. Box 21714 - 00505, NAIROBI
Electrical and Mechanical Engineer	Mecoy Consultants Limited, P.O. Box 20198 - 00200, NAIROBI

SPECIAL NOTES

Important: *The site for the proposed works has a number of existing installations. The Sub-contractor will be required to ensure there's no interference with supply of services to neighbouring organizations. The sub-contractor will be required to take all precaution and care so that no damage will occur to the existing installations on site. The sub-contractor is also advised to secure all the necessary insurance policies as he will be solely held responsible for any damages to the existing system, injuries to persons resulting from his activities and/or interference with normal operations of the building that may result from his negligence, actions or otherwise.*

1. These notes shall form part of the Instructions to Tenderers and Conditions of Contract.

2. The tenderer is required to check the number of pages in this document and should he find any missing, or in duplicate or indistinct he should inform the Mecoy Consultants Limited at once and have the same rectified.

3. The tenderer shall not alter or otherwise qualify the text of this specification. Any alteration or qualification made without authority will be ignored and the text of the specification as printed will be adhered to.

4. The tenderer shall be deemed to have made allowances in his unit prices generally to cover items of preliminaries or additions to Prime cost Sums or other items, if those have not been priced against the respective items.

5. The tenderer's price shall include all government taxes including duties, V.A.T. etc. No claims whatsoever will be allowed in respect of duties, VAT etc if the tenderer fails to include them in his unit prices. It is also to be noted that VAT will be included in the unit rates and NOT worked out as a percentage of the total.

6. In no case will any expenses incurred by the tenderer in preparation of this tender be reimbursed.

7. The copyright of this specification is vested in the Engineers and no part thereof may be reproduced without their express permission, given in writing.

8. The specifications must be priced in Kenya Currency i.e. Shillings and Cents.

9. All the tenderers must make a declaration that they have not and will not make any payment to any person which can be perceived as an inducement to enable them to win this tender.

10. **The tender is a two tier process comprising of Technical and Financial bidding**. Only Tenderers who qualify in the Technical bid evaluation will proceed to financial evaluation. The **Technical and Financial** bids must therefore be enclosed in separate sealed envelopes, and the two sealed envelopes enclosed and sealed in an outer envelope.

11. The bid security **must** be submitted with the Technical bid.

12. The Form of Tender **must** be submitted with the Financial bid.

Signed (As in Tender) ..... Date/Stamp .....

FORM OF TENDER

UNDER FINANCIAL TENDER DOCUMENT

FORM OF TENDER SECURITY (BANK)

WHEREAS …… (Hereinafter called "the Tenderer") has submitted his tender dated ……. for the **SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF SAUNA, STEAM BATH AND GYMNASIUM EQUIPMENT INSTALLATIONS AT THE PROPOSED MULTI STOREY OFFICE BLOCK FOR PARLIAMENTARY SERVICE COMMISSION.**

NOW 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 of …….20 ……

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 his is due to him, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

   This guarantee will remain in force for a minimum of One hundred and fifty (150) days from the date of tender opening, and any demand in respect thereof should reach the Bank not later than the said date.

……..	……
(date)	***(Signature of the Bank)***
……	……..
(Witness)	(Seal)

FORM OF TENDER SECURITY (INSURANCE)

WHEREAS …… (Hereinafter called "the Tenderer") has submitted his tender dated …….. For **SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF SAUNA, STEAM BATH AND GYMNASIUM EQUIPMENT INSTALLATIONS AT THE PROPOSED MULTI STOREY OFFICE BLOCK FOR PARLIAMENTARY SERVICE COMMISSION.**

NOW ALL PEOPLE by these presents that WE ……..
Having our registered office at …….
(Hereinafter called "the Insurance'), 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 Insurance binds itself, its successors and assigns by these presents sealed with the Common Seal of the said Insurance this
……Day of ……..20 ……

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 his is due to him, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

   This guarantee will remain in force for a minimum of One hundred and fifty (150) days from the date of tender opening, and any demand in respect thereof should reach the Insurance not later than the said date.

……..	……
(date)	***(Signature of the Insurance)***
……	……..
(Witness)	(Seal)

SECTION A:

INSTRUCTIONS TO TENDERERS.

INSTRUCTIONS TO TENDERERS

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INSTRUCTION TO TENDERERS

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

GENERAL

1. Definitions

(a) "**Tenderer"** means any person or persons partnership firm or company submitting a sum or sums in the Bills of Quantities in accordance with the Instructions to Tenderers, Conditions of Contract Parts I and II, Specifications, Drawings and Bills of Quantities for the work contemplated, acting directly or through a legally appointed representative.

(b) **"Approved tenderer**" means the tenderer who is approved by the Employer.

(c) Any noun or adjective derived from the word **"tender"** shall be read and construed to mean the corresponding form of the noun or adjective **"bid".** Any conjugation of the verb "tender" shall be read and construed to mean the corresponding form of the verb "bid."

(d) **"Employer"** means a Central Government Ministry, Local Authority, State Corporation or any other Public Institution.

2. Eligibility and Qualification Requirements

2.1 This invitation to tender is open to all tenderers who have been prequalified.

2.2 To be eligible for award of Contract, the tenderer shall provide evidence satisfactory to the Employer of their eligibility under Sub clause 2.1 above and of their capability and adequacy of resources to effectively carry out the subject Contract. To this end, the tenderer shall be required to update the following information already submitted during prequalification:-

(a) Details of experience and past performance of the tenderer on the works of a similar nature within the past five years and details of current work on hand and other contractual commitments.

(b) The qualifications and experience of key personnel proposed for administration and execution of the contract, both on and off site.

(c) Major items of construction plant and equipment proposed for use in carrying out the Contract. Only reliable plant in good working order and suitable for the work required of it shall be shown on this schedule. The tenderer will also indicate on this schedule when each item will be available on the Works. Included also should be a schedule of plant, equipment and material to be imported for the purpose of the Contract, giving details of make, type, origin and CIF value as appropriate.

(d) Details of subcontractors to whom it is proposed to sublet any portion of the Contract and for whom authority will be requested for such subletting in accordance with clause 4 of the Conditions of Contract.

(e) A draft Program of Works in the form of a bar chart and Schedule of Payment which shall form part of the Contract if the tender is accepted. Any change in the Program or Schedule shall be subjected to the approval of the Engineer.

(f) Details of any current litigation or arbitration proceedings in which the Tenderer is involved as one of the parties.

2.3 Joint Ventures

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

(a) The tender, and in case of a successful tender, the Form of Agreement, shall be signed so as to be legally binding on all partners.

(b) One of the partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.

(c) The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the Contract including payment shall be done exclusively with the partner in charge.

(d) All partners of the joint venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under (b) above as well as in the Form of Tender and the Form of Agreement (in case of a successful tender).

(e) A copy of the agreement entered into by the joint venture partners shall be submitted with the tender.

3. Cost of Tendering

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

4. Site Visit

4.1 The tenderer is advised to visit and examine the Site and its surroundings and obtain for himself on his own responsibility, all information that may be necessary for preparing the tender and entering into a contract. The costs of visiting the Site shall be the tenderer's own responsibility.

4.2 The tenderer and any of his personnel or agents will be granted permission by the Employer to enter upon premises and lands for the purpose of such inspection, but only upon the express condition that the tenderer, his personnel or agents, will release and indemnify the Employer from and against all liability in respect of, and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused, which but for the exercise of such permission, would not have arisen.

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

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

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

TENDER DOCUMENTS

5. Tender Documents

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

a. Form of Invitation for Tenders
b. Instructions to Tenderers

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

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

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

6. Clarification of Tender Documents

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

7. Amendment of Tender Documents

7.1 At any time prior to the deadline for submission of tenders the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective tenderer, modify the tender documents by issuing Addenda.

7.2 Any Addendum will be notified in writing or by cable, telex or facsimile to all prospective tenderers who have purchased the tender documents and will be binding upon them.

7.3 If during the period of tendering, any circular letters (tender notices) shall be issued to tenderers by, or on behalf of, the Employer setting forth the interpretation to be paced on a part of the tender documents or to make any change in them, such circular letters will form part of the tender documents and it will be assumed that the tenderer has taken account of them in preparing his tender. The tenderer must promptly acknowledge any circular letters h may receive.

7.4 In order to allow prospective tenderers reasonable time in which to take the Addendum into account in preparing their tenders, the Employer may, at his discretion, extend the deadline for the submission of tenders.

PREPARATION OF TENDERS

8. Language of Tender

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

9. Documents Comprising the Tender

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

10. Tender Prices

10.1 All the insertions made by the tenderer shall be made in INK and the tenderer shall clearly form the figures. The relevant space in the Form of Tender and Bills of Quantities shall be completed accordingly without interlineations or erasures except those necessary to correct errors made by the tenderer in which case the erasures and interlineations shall be initialled by the person or persons signing the tender.

10.2 A price or rate shall be inserted by the tenderer for every item in the Bills of Quantities whether the quantities are stated or not items against which no rate or price is entered by the tenderer will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bills of Quantities.

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

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

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

10.3 Unless otherwise specified the tenderer must enter the amounts representing 10% of the sub-total of the summary of the Bills of Quantities for Contingencies and Variation of Prices [V.O.P.] payments in the summary sheet and add them to the sub-total to arrive at the tender amount.

10.4 The tenderer shall furnish with his tender written confirmation from his suppliers or manufacturers of unit rates for the supply of items listed in the Conditions of Contract clause 47 where appropriate.

10.5 The rates and prices quoted by the tenderer are subject to adjustment during the performance of the Contract only in accordance with the provisions of the Conditions of Contract. The tenderer shall complete the schedule of basic rates and shall submit with his tender such other supporting information as required under clause 47 of the Conditions of Contract Part II.

11. Currencies of Tender and Payment

11.1 Tenders shall be priced in Kenya Shillings and the tender sum shall be in Kenya Shillings.

11.2 Tenderers are required to indicate in the Statement of Foreign Currency Requirements, which forms part of the tender, the foreign currency required by them. Such currency should generally be the currency of the country of the tenderer's main office. However, if a substantial portion of the tenderer's expenditure under the Contract is expected to be in countries other than his country of origin, then he may state a corresponding portion of the contract price in the currency of those other countries. However, the foreign currency element is to be limited to two (2) different currencies and a maximum of 30% (thirty percent) of the Contract Price.

11.3 The rate of rates of exchange used for pricing the tender shall be selling rate or rates of the Central Bank ruling on the date thirty (30) days before the final date for the submission of tenders.

11.4 Tenderers must enclose with their tenders, a brief justification of the foreign currency requirements stated in their tenders.

12. Tender Validity

12.1 The tender shall remain valid and open for acceptance for a period of one hundred and twenty (120) days from the specified date of tender opening or from the extended date of tender opening (in accordance with clause 7.4 here above) whichever is the later.

12.2 In exceptional circumstances prior to expiry of the original tender validity period, the Employer may request the tenderer for a specified extension of the period of validity. The request and the responses thereto shall be made in writing or by cable, telex or facsimile. A tenderer may refuse the request without forfeiting his Tender Surety. A tenderer agreeing to the request will not be required nor permitted to modify his tender, but will be required to extend the validity of his Tender Surety correspondingly.

13. Tender Surety

13.1 The tenderer shall furnish as part of his tender, a Tender Surety in the amount stated in the Appendix to Instructions to Tenderers.

13.2 The unconditional Tender Surety shall be in Kenya Shillings and be in form of a certified cheque, a bank draft, an irrevocable letter of credit or a guarantee from a reputable Bank approved by the Employer located in the Republic of Kenya.

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

13.3 Any tender not accompanied by an acceptable Tender Surety will be rejected by the Employer as non-responsive.

13.4 The Tender Sureties of unsuccessful tenderers will be returned as promptly as possible but not later than twenty eight (28) days after concluding the Contract execution and after a Performance Security has been furnished by the successful tenderer. The Tender Surety of the successful tenderer will be returned upon the tenderer executing the Contract and furnishing the required Performance Security.

13.5 The Tender Surety may be forfeited:

(a) if a tenderer withdraws his tender during the period of tender validity: or

(b) in the case of a successful tenderer, if he fails

(i) to sign the Agreement, or
(ii) to furnish the necessary Performance Security

(c) if a tenderer does not accept the correction of his tender price pursuant to clause 23.

14. <u>No Alternative Offers</u>

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

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

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

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

15. Pre-Tender Meeting

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

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

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

(b) Non-attendance at the pre-tender meeting will not be cause for disqualification of a bidder.

16. Format and Signing of Tenders

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

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

16.3 The complete tender shall be without alterations, interlineations or erasures, except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialled by the person or persons signing the tender.

SUBMISSION OF TENDERS

17. Sealing and Marking of Tenders

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

17.2 The inner and outer envelopes shall be addressed to the Employer at the address stated in the Appendix to Instructions to Tenderers and bear the name and identification of the Contract stated in the said Appendix with a warning not to open before the date and time for opening of tenders stated in the said Appendix.

17.3 The inner envelopes shall each indicated the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late", while the outer envelope shall bear no mark indicating the identity of the tenderer.

17.4 If the outer envelope is not sealed and marked as instructed above, the Employer will assume no responsibility for the misplacement or premature opening of the tender. A tender opened prematurely for this cause will be rejected by the Employer and returned to the tenderer.

18 Deadline for Submission of Tenders

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

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

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

18.2 The Employer may, at his discretion, extend the deadline for the submission of tenders through the issue of an Addendum in accordance with clause 7, in which case all rights and obligations of the Employer and the tenderers previously subject to the original deadline shall thereafter be subject to the new deadline as extended.

18.3 Any tender received by the Employer after the prescribed deadline for submission of tender will be returned unopened to the tenderer.

19 Modification and Withdrawal of Tenders

19.1 The tenderer may modify or withdraw his tender after tender submission, provided that written notice of the modification or withdrawal is received by the Employer prior to prescribed deadline for submission of tenders.

19.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions for

the submission of tenders, with the inner and outer envelopes additionally marked "MODIFICATION" or "WITHDRAWAL" as appropriate.

19.3 No tender may be modified subsequent to the deadline for submission of tenders.

19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the period of tender validity specified on the tender form. Withdrawal of a tender during this interval will result in the forfeiture of the Tender Surety.

19.5 Subsequent to the expiration of the period of tender validity prescribed by the Employer, and the tenderer having not been notified by the Employer of the award of the Contract or the tenderer does not intend to conform with the request of the Employer to extend the prior of tender validity, the tenderer may withdraw his tender without risk of forfeiture of the Tender Surety.

TENDER OPENING AND EVALUATION

20 Tender Opening

20.1 The Employer will open the tenders in the presence of the tenderers' representatives who choose to attend at the time and location indicated in the Letter of Invitation to Tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

20.2 Tenders for which an acceptable notice of withdrawal has been submitted, pursuant to clause 19, will not be opened. The Employer will examine the tenders to determine whether they are complete, whether the requisite Tender Sureties have been furnished, whether the documents have been properly signed and whether the tenders are generally in order.

20.3 At the tender opening, the Employer will announce the tenderer's names, total tender price, tender price modifications and tender withdrawals, if any, the presence of the requisite Tender Surety and such other details as the Employer, at his discretion, may consider appropriate. No tender shall be rejected at the tender opening except for late tenders.

20.4 The Employer shall prepare minutes of the tender opening including the information disclosed to those present.

20.5 Tenders not opened and read out at tender opening shall not be considered further for evaluation, irrespective of the circumstances.

21 Process to be Confidential

21.1 After the public opening of tenders, information relating to the examination, clarification, evaluation and comparisons of tenders and recommendations concerning the award of Contract shall not be disclosed to tenderers or other persons not officially concerned with such process until the award of Contract is announced.

21.2 Any effort by a tenderer to influence the Employer in the process of examination, evaluation and comparison of tenders and decisions concerning award of Contract may result in the rejection of the tenderer's tender.

22 Clarification of Tenders

22.1 To assist in the examination, evaluation and comparison of tenders, the Employer may ask tenderers individually for clarification of their tenders, including breakdown of unit prices. The request for clarification and the response shall be in writing or by cable, facsimile or telex, but no change in the price or substance of the tender shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered by the employer during the evaluation of the tenders in accordance with clause 24.

22.2 No Tenderer shall contact the Employer on any matter relating to his tender from the time of the tender opening to the time the Contract is awarded. If the tenderer wishes to bring additional information to the notice of the Employer, he shall do so in writing.

23 Determination of Responsiveness

23.1 Prior to the detailed evaluation of tenders, the Employer will determine whether each tender is substantially responsive to the requirements of the tender documents.

23.2 For the purpose of this clause, a substantially responsive tender is one which conforms to all the terms, conditions and specifications of the tender documents without material deviation or reservation and has a valid bank guarantee. A material deviation or reservation is one which affects in any substantial way the scope, quality, completion timing or administration of the Works to be undertaken by the tenderer under the Contract, or which limits in any substantial way, inconsistent with the tender documents, the Employer's rights or the tenderers obligations under the Contract and the rectification of which would affect unfairly the competitive position of other tenderers who have presented substantially responsive tenders.

23.3 Each price or unit rate inserted in the Bills of Quantities shall be a realistic estimate of the cost of completing the works described under the particular item including allowance for overheads, profits and the like. Should a tender be seriously unbalanced in relation to the Employer's estimate of the works to be performed under any item or groups of items, the tender shall be deemed not responsive.

23.4 A tender determined to be not substantially responsive will be rejected by the Employer and may not subsequently be made responsive by the tenderer by correction of the non-conforming deviation or reservation.

24 Correction of Errors

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

(a) Where there is a discrepancy between the amount in figures and the amount in words, the amount in words will govern.

(b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will prevail, unless in the opinion of the Employer, there is an obvious typographical error, in which case adjustment will be made to the entry containing that error.

(c) The amount stated in the tender will be adjusted in accordance with the above procedure for the correction of errors and, with concurrence of the tenderer, shall be considered as binding upon the tenderer. If the tenderer does not accept the corrected amount, the tender may be rejected and the Tender Security may be forfeited in accordance with clause 13.

25 Conversion to Single Currency

25.1 For compensation of tenders, the tender price shall first be broken down into the respective amounts payable in various currencies by using the selling rate or rates of the Central Bank of Kenya ruling on the date twenty eight (28) days before the final date for the submission of tenders.

25.2 The Employer will convert the amounts in various currencies in which the tender is payable (excluding provisional sums but including Dayworks where priced competitively) to Kenya Shillings at the selling rates stated in clause 25.1.

26 Evaluation and Comparison of Tenders

26.1 The Employer will evaluate only tenders determined to be substantially responsive to the requirements of the tender documents in accordance with clause 23.

26.2 In evaluating tenders, the Employer will determine for each tender the evaluated tender price by adjusting the tender price as follows:

(a) Making any correction for errors pursuant to clause 24.

(b) Excluding Provisional Sums and provision, if any, for Contingencies in the Bills of Quantities, but including Day works where priced competitively.

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

26.4 Price adjustment provisions in the Conditions of Contract applied over the period of execution of the Contract shall not be taken into account in tender evaluation.

26.5 If the lowest evaluated tender is seriously unbalanced or front loaded in relation to the Employer's estimate of the items of work to be performed under the Contract, the Employer may require the tenderer to produce detailed price analyses for any or all items of the Bills of Quantities, to demonstrate the relationship between those prices, proposed construction methods and schedules. After evaluation of the price analyses, the Employer may require that the amount of the Performance Security set forth in clause 29 be increased at the expense of the successful tenderer to a level sufficient to protect the Employer against financial loss in the event of subsequent default of the successful tenderer under the Contract.

26.6 Firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias provided that they do not sub-contract work valued at more than 50% of the Contract Price excluding Provisional Sums to a non-indigenous sub-contractor.

AWARD OF CONTRACT

27 Award

27.1 Subject to clause 27.2, the Employer will award the Contract to the tenderer whose tender is determined to be substantially responsive to the tender documents and who has offered the lowest evaluated tender price subject to possessing the capability and resources to effectively carry out the Contract Works.

27.2 The Employer reserves the right to accept or reject any tender, and to annual the tendering process and reject all tenders, at any time prior to award of Contract, without thereby incurring any liability to the affected tenderers or any obligation to inform the affected tenderers of the grounds for the Employer's action.

28 Notification of Award

28.1 Prior to the expiration of the period of tender validity prescribed by the Employer, the Employer will notify the successful tenderer by cable, Telefax or telex and confirmed in writing by registered letter that his tender has been accepted. This letter (hereinafter and in all Contract documents called "Letter of Acceptance") shall name the sum (hereinafter and in all Contract documents called "the Contract Price") which the Employer will pay to the Contractor in consideration of the execution and completion of the Works as prescribed by the Contract.

28.2 Notification of award will constitute the formation of the Contract.

28.3 Upon the furnishing of a Performance Security by the successful tenderer, the unsuccessful tenderers will promptly be notified that their tenders have been unsuccessful.

28.4 Within twenty eight [28] days of receipt of the form of Contract Agreement from the Employer, the successful tenderer shall sign the form and return it to the Employer together with the required Performance Security.

29 Performance Guarantee

29.1 Within twenty eight [28] days of receipt of the notification of award from the Employer, the successful tenderer shall furnish the Employer with a Performance Security in an amount stated in the Appendix to Instructions to Tenderers.

29.2 The Performance Security to be provided by the successful tenderer shall be an unconditional Bank Guarantee issued at the tenderer's option by an established and a reputable Bank approved by the Employer and located in the Republic of Kenya and shall be divided into two
elements namely, a performance security payable in foreign currencies (based upon the exchange rates determined in accordance with clause 35.4 of the Conditions of Contract) and a performance security payable in Kenya Shillings. The value of the two securities shall be in the same proportions of foreign and local currencies as requested in the form of foreign currency requirements.

29.3 Failure of the successful tenderer to lodge the required Performance Security shall constitute a breach of Contract and sufficient grounds for the annulment of the award and forfeiture of the Tender Security and any other remedy under the Contract the Employer may award the Contract to the next ranked tenderer.

30 Advance Payment

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

APPENDIX TO INSTRUCTIONS TO TENDERERS

1. CLAUSE 2.1

Change to read "This invitation to tender is open to all eligible tenderers as per the instruction to tenderers and advertisement notice".

2. OMIT

Clauses 4.3, 5.1, (f), 10.4, 16.1, 17.1, 26.4, 30.

3. ADD TO CLAUSE 5.1 (h)

Form of agreement refers to the latest edition of the Kenya Association of Building Civil Engineering Contractors (KABCEC) document

4. ADD TO CLAUSE 13.1

Amount of tender surety will be **Kshs. 300,000.00**

5. ADD TO CLAUSE 29.1

Amount of performance security will be five per cent (5%)

6. ADD TO CLAUSE 29.2

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

7. ADD TO CLAUSE 13.1

Tender security to be valid for 150 days from Tender opening date.

8. CLAUSE 13.2

i) Change to read "……..or a guarantee from a reputable bank/Insurance approved by the PPOA in the republic ok Kenya".

ii) Change to read "The tender surety shall be valid for thirty (30) days beyond the tender validity period".

9. CLAUSE 13.4

Change to read "….but not later than thirty (30) days after concluding the contract execution….".

13. ADD TO CLAUSE 16 & 17

Only one Tender document (The 'ORIGINAL') shall be submitted.

11. ADD TO CLAUSE 24

(i) In the event of a discrepancy between the tender amount as stated in the form of tender and the corrected tender figure in the main summary of the bills of quantities the amount as stated in the form of tender shall prevail.

(ii) The correction factor shall be computed by expressing the difference between the amount and the corrected tender sum as a percentage of the corrected sub-contact works. (i.e. corrected tender sum less PC and provisional sums)

iii) The Error correction factor shall be applied to all sub-contract works (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuation of variations.

12. CLAUSE 28.4

Change to read "within thirty (30) days of receipt of the form of Contract Agreement from the employer"

13. CLAUSE 29.1

Change to read "… unconditional bank/Insurance Guarantee issued at the tenderers option by an established Bank/Insurance approved by the PPRA and located in the republic of Kenya"

14. CLAUSE 29.2

Change to read "within thirty (30) days of receipt of the notification of award by the employer"

15. CLAUSE 30

Change to read "… if approved by the employer, may be made under the contract …"

16. Section 82 of Public Procurement and Asset Disposal Act, 2015 shall apply.

TENDER EVALUATION CRITERIA

After tender opening, the tenders will be evaluated in **4 stages**, namely:

1. Preliminary examination;
2. Technical evaluation;
3. Financial Evaluation; and
4. Recommendation for Award.

STAGE 1: PRELIMINARY EXAMINATION

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

These conditions may include the following:

i) Current Category of Registration with National Construction Authority (NCA) in the relevant trade or at least 4 years experience in Sauna, Steam bath and Gym Equipment (Health Club) Installation Works.
ii) Current Class of Licenses with the relevant statutory bodies e.g. Energy Regulatory Commission, County Governments, and Water Management Boards etc.;
iii) Proof of payment for tender document if required;
iv) The Bid has been submitted in the format required by the procuring entity;
v) Provision of a tender Security, that is in the required form, amount and that the tender is valid for the period required;
vi) Dully filled Form of Tender;
vii) Valid Tax Compliance Certificate;
viii) Dully filled Confidential Business Questionnaire;
ix) Dully signed Statement of Compliance; and
x) The required number of copies of the tender has been submitted and all required documents, information and samples have been submitted if stipulated in the tender, advertisement/Invitation letter.

Note:
The bid security shall be in accordance with clauses 13 and 23.2 of Instruction to Tenderers which states as follows:

- ***Clause 13.1*** *of Instruction to Tenderers, "the tenderers shall furnish as part of his tenders a tender surety in the amount stated in the tender document in the Appendix to Instructions to Tenderers".*
- ***Clause 13.2*** *of Instruction to Tenderers, "the unconditional Tender surety shall be in Kenya shillings and be in form of a certified cheque, bank draft, an irrevocable letter of credit or a guarantee from a reputable Bank/ Insurance approved by PPRA located in the Republic of Kenya. The format of the surety shall be in accordance with the sample form included in the tender documents and the tender surety shall be valid for* ***150 days*** *from the date of tender opening".*

- ***Clause 23.2*** *of Instruction to Tenderers: "For the purposes of this clause, a substantially responsive tender is one which conforms to all terms and condition and specifications of the tender document without material deviation or reservation and has a valid Bank/Insurance guarantee".*

The employer/procuring entity may seek further clarification/confirmation if necessary to confirm authenticity/compliance of any condition of the tender. Further, in case of a discrepancy between the amounts stated in the appendix to instruction to tenderers and the one stated in the advertisement or invitation letter, the bid security shall be taken as the amount in the advertisement/ letter of invitation.

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

STAGE 2 TECHNICAL EVALUATION

A) Assessment for eligibility

The tender document shall be examined based on clause 2.2 of the Instruction to Tenderers which states as follows:

'In accordance with clause 2.2 of Instruction to Tenderers, the tenderers will be required to provide evidence for eligibility of the award of the tender by satisfying the employer of their eligibility under sub clause 2.1 of Instruction to Tenderers and adequacy of resources to effectively carry out the subject contract. The tenderers shall be required to fill the Standard Forms provided for the purposes of providing the required information. The tenderers may also attach the required information if they so desire.

The award of points for the STANDARD FORMS considered in this section shall be as shown below

PARAMETER	MAXIMUM POINTS
(i) Tender Questionnaire	5
(ii) Key personnel	20
(iii) Contract Completed in the last Five (5) years	20
(iv) Schedules of on-going projects	8
(v) Schedules of contractors equipment	20
(vi) Audited Financial Report for the last 3 years	10
(vii) Evidence of Financial Resources	15
(viii) Litigation History	2
TOTAL	**100**

The detailed scoring plan shall be as shown in table 1 below: -

TABLE 1: Assessment for Eligibility

Item	Description	Point Scored	Max. Point	
i.	**Tender Questionnaire Form** • Completely filled ---------- 5 • Not filled ---------- 0		**5**	
ii	**Key Personnel (Attach evidence)**			**20**
	Director of the firm • Holder of degree in relevant Engineering field ---------- 6 • Holder of diploma in relevant Engineering field ---------- 5 • Holder of certificate in relevant Engineering field ---------- 3 • Holder of trade test certificate in relevant Engineering field ----------2 • No relevant certificate ---------- 1		**6**	
	At least 1No. degree/diploma of key personnel in relevant Engineering field • With over 10 years relevant experience ---------- 6 • With over 5 years relevant experience---------- 4 • With under 5 years relevant experience ---------- 2		**6**	
	At least 1No certificate holder of key personnel in relevant Engineering field • With over 10 years relevant experience---------- 4 • With over 5 years relevant experience ---------- 3 • With under 5 years relevant experience ----------1		**4**	
	At least 2No artisan (trade test certificate in relevant Engineering field) • Artisan with over 10 years relevant experience ---------- 2 • Artisan with under 10 years relevant experience ---------- 1 • Non skilled worker with over 10 years relevant experience ---------- 1		**4**	
iii	**Contract completed in the last five (5) years (Max of 5 No. Projects**)- **<u>Provide Evidence</u>** • Project of similar nature, complexity and magnitude ---------- 4 • Project of similar nature but of lower value than the one in consideration ---------- 3 • No completed project of similar nature ----------0		**20**	

iv	**On-going projects – <u>Provide Evidence</u>** • Four and above Project of similar nature, complexity and magnitude ---------- 8 • Three and below Project of similar, nature complexity and magnitude –----------6 • No project of similar, nature complexity and magnitude - ----------4		**8**	
v	**Schedule of contractors equipment and transport (proof or evidence of ownership / Lease)** **a) Relevant Transport** • Means of transport (Vehicle) ---------- 10 • No means of transport ---------- 0		10	**20**
	b) Relevant Equipment • Has relevant equipment for work being tendered-------- 10 • No relevant equipment for work being tendered--------- 0		10	
vi	**Financial report** **a) Audited financial report (last three (3) years)** • Average Annual Turn-over equal to or greater the cost of the project ---------- 10 • Average Annual Turn-over above 50% but below 100% of the cost of the project ---------- 6 • Average Annual Turn-over below 50% of the cost of the project ---------- 3		**10**	
	b) Evidence of Financial Resources (cash in hand, lines of credit, over draft facility etc.) • Has financial resources to finance the projected **monthly cash flow*** for three months ----------15 • Has financial resources equal to the projected **monthly cash flow*** ----------10 • Has financial resources less than the projected **monthly cash flow*** ----------5 • Has not indicated sources of financial resources ---------- 0		**15**	
vi	**Litigation History** • Filled ---------- 2 • Not filled ---------- 0		**2**	
	TOTAL		**100**	

Any bidder who scores 60 points and above shall be considered for further evaluation

Monthly Cash Flow = Official Estimates/Contract Period

B) Compliance with Specialist Works specifications

In this section, the bid will be analyzed to determine compliance with General and Particular technical specifications for the works as indicated in the tender document. The tenderer shall fill in the Technical Schedule as specified in the tender document for Equipment and Items indicating the Country of Origin, Model/Make/Manufacturer of the Item/Equipment they propose to supply.

The tenderer shall also submit relevant technical brochures/catalogues with the tender document, highlighting the catalogue Numbers of the proposed items. Such brochures/catalogues should indicate comprehensive relevant data of the proposed equipment/items which should include but not limited to the following:

a) Standards of manufacture;
b) Performance ratings/characteristics;
c) Material of manufacture;
d) Electrical power ratings; and
e) Any other necessary requirements (Specify).

Following the above analyses, where the proposed equipment is found not to conform to the stipulated specifications, the tender will be deemed Non–Responsive and will not be evaluated further.

C) Assessment of deviations

Pursuant to section 64 of the act, a tender is deemed responsive if it conforms to all the mandatory requirements and it **does not contain major** deviations. Section 23.2 of the instruction to tenderers, defines major deviations as

a) One that affects in a substantial way the scope, quality, completion timing, administration of works to be undertaken by the tenderer under the contract, inconsistent with the tender document; or
b) Which limits in any substantial way the rights of the employer or the tenderers obligations; or
c) Whose rectification would affect unfairly the competitive position of other tenderers presenting substantially responsive tenders.

Where the deviations are minor in the view of the tender committee, with the concurrence of the procuring entity representative, the evaluation committee shall quantify such deviations pursuant to section 64 (3) of the act which requires that a minor deviation shall:

a) Be quantified to the extent possible; and
b) Be taken into account in the evaluation and comparison of tenders.

Where the deviation in the view of the tender committee with the concurrence of the procuring entity representative is major, the tender shall be deemed **non-responsive and will not be evaluated further**

TABLE 2: Assessment of Deviations

Item	Does the Deviation Substantively Affect the following:	YES	NO
1	Scope of the Works or Services to be delivered		
2	Quality of the Works or Services to be delivered		
3	Completion Timing		
4	Administration of the Works		
5	Consistency with the tender document		
6	Rights of the Employer in a negative manner		
7	Limit the Tenderer's Obligation		
8	Affect unfairly the competitive position of other tenderers		
	COMMENT		

Any bidder who OBTAINS A YES in the above table shall be considered NON RESPONSIVE and shall not be evaluated further.

STAGE 3 - FINANCIAL EVALUATION

Upon completion of the technical evaluation a detailed financial evaluation shall follow. The financial evaluation shall proceed in the manner described in the Public Procurement and Disposal Act (2005) of the laws of Kenya (Section 66) and the Public Procurement and Disposal Regulations, 2006 specifically section 50 (1), (2), and (3).

The evaluation shall be in **three stages**

a) Preliminary examinations;
b) Comparison of Rates; and
c) Consistency of the Rates.

A) Preliminary Examinations

The preliminary examination in the Financial Evaluation shall be in accordance with clause 26 of Instruction to Tenderers.

The parameter to be considered under this section includes;

Arithmetic Errors

The bid shall be checked for arithmetic errors based on the rates and the total sums indicated in the bills of quantities.

a) Confirmation shall be sought in writing from the tenderers whose tender sums will be determined to have a significant arithmetic error to their disadvantage, to confirm whether they stand by their tender sums. The error shall be treated as per **clause 24 of Instructions to Tenderers**.

Non compliance with the above shall lead to **automatic disqualification from further evaluation.**

Discount if any shall be treated as an error in pursuant to **clause 26.3** of Instructions to Tenderers

B) Comparison of rates-

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

The evaluation committee shall evaluate the responses and make an appropriate recommendation to the procuring entity's tender committee giving necessary evidence. Such recommendations may include but not limited to:

a) Recommend no adverse action to the tenderer after a convincing response;
b) Employer requiring that the amount of the performance bond be raised at the expense of the successful tenderer to a level sufficient to protect the employer against potential financial losses;
c) Recommend non-award based on the response provided and the available demonstrable evidence that the scope, quality, completion timing, administration of works to be undertaken by the tenderer, would adversely be affected or the rights of the employer or the tenderers obligations would be limited in a substantial way.

C) **Consistency of the Rates**

The evaluation committee will compare the consistency of rates for similar items and note all inconsistencies of the rates for similar items.

STAGE 4 - RECOMMENDATION FOR AWARD

The successful bidder shall be the tenderer with the lowest evaluated tender price.

SECTION B:

CONDITIONS OF CONTRACT (MAIN WORKS)

CONDITIONS OF CONTRACT

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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.

"Dayworks" 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 Manage 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 authorized by the Project Manager, access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

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 an changes in the expected foreign currency requirements of the Contractor during the execution of the Works as indicated in the Schedule of Foreign Currency Requirements and the foreign and local currency portions of the balance of the Contract Price shall then be amended by agreement between Employer and the Contractor in order to reflect appropriately such changes.

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 not more than 20% (twenty 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

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

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

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 there under;

(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. Dayworks

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

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

29.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks 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 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 authorized by the Project Manager;

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

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

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

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

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

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 there under 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.

APPENDIX TO CONDITIONS OF CONTRACT

THE EMPLOYER IS

Name: **PARLIAMENTARY SERVICE COMMISSION**

Address: **P. O BOX 41842 - 00100 NAIROBI**

Name of Authorized Representative: **CLERK OF THE SENATE/SECRETARY TO THE PARLIAMENTARY SERVICE COMMISSION**

Telephone: **2221291**

Facsimile: **+254 020 336589**

The Project Manager is

Name: **WORKS SECRETARY, MINISTRY OF TRANSPORT, INFRASTRUCTURE, HOUSING AND URBAN DEVELOPMENT.**

Address: **P. O BOX 30743 NAIROBI.**

Telephone: **020 2723101**

Facsimile: +254 020 **2716738**

The name (and identification number) of the Contract is MULTI STOREY – OFFICE BLOCK FOR PARLIAMENTARY SERVICE COMMISSION: WP ITEM No. BD29NB/NB901/JOB No. 7753C

The Works consist of The Supply, Delivery, Installation, Testing and Commissioning of **Sauna, Steam Bath and Gymnasium Equipment Installations**

The Start Date shall be **agreed with the Project Manager.**

The Intended Completion Date for the whole of the Works shall be **As per the Main Contract.**

The following documents also form part of the Contract:

1. Drawings **2. Bills of Quantities** **3. Specifications**

The Contractor shall submit a program for the Works within 14 days of delivery of the Letter of Acceptance.

The Site Possession Date shall be as in **agreement with the Main Contractor.**

The Site is located in the **CENTRAL BUSINESS DISTRICT - NAIROBI CITY**

The Defects Liability period is 6 **(Six) Months** from Practical Completion.

Amount of Tender Security is Kshs**. 300,000.00 (Kenya Shillings Three hundred thousand only)**

The proportion of payments retained is 10**%** percent.

Period of final Measurement – 3months from practical completion

Period of interim certificates – Monthly

The proportion of certified value retained - 10**%** percent.

Period of honouring certificates – 45 days

The Limit of Retention fund - **5%** percent of contract sum.

The Price Adjustment Clause **SHALL apply**

The liquidated damages for the whole of the Works - **as per the main contract**

The Performance Security shall be for the following minimum amounts equivalent as a percentage of the Contract Price **5%**

The Completion Period for the Works - **as per the main contract**

Advance Payment **SHALL NOT BE** granted.

Copies of tender documents: only one copy will be required.

PART C

SUB-CONTRACT AGREEMENT (KABCEC)

AGREEMENT AND CONDITIONS OF SUB-CONTRACT FOR BUILDING WORKS

Published by:
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and
The Architectural Association of Kenya

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ORIGINAL
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COUNTERPART
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1.0 AGREEMENT

1.1 This agreement is made on ……

between ……

of (or whose registered office is situated at) ……

……

(hereinafter called "the Contractor") of the one part ……

and ……

of (or whole registered office is situated at) ……

……
(hereinafter called "the Sub-Contractor") of the other part:

1.2 SUPPLEMENTAL to an agreement(hereinafter referred to as the "the main contract")

made on ……

Between ……

……
(hereinafter called "the Employer") of the one part and the Contractor of the other part based on the Agreement and Conditions of Contract for Building Works, published by the Joint Building Council, Kenya ……..
…….. edition.

1.3 WHEREAS the contractor is desirous of sub-letting to the Sub-Contractor

……

……

……

hereinafter called “the sub-contractor works” at……..

on Land Reference No……..being part of the main contract works.

1.4 And whereas the Su-Contractor has supplied the Contractor with a priced copy of the bills of quantities (hereinafter referred to as “the sub-contractor bills”), where applicable, which together with the drawings numbered……

……
(hereinafter referred to as “the sub-contract drawings), the specifications and the conditions of sub-contract have been signed by or on behalf of the parties thereto.

And whereas the Sub-Contractor has had reasonable opportunity of inspecting the main contract or a copy thereof except the detailed prices of the Contractor included in the bills of quantities or schedule of rates.

1.5 And whereas the Architect, with the approval of the Employer, has nominated the Sub-Contractor to carry out the works described at clause 1.3 herein:

NOW IT IS HEREBY AGREED AS FOLLOWS:

1.6 For the consideration herein stated, the Sub-Contractor shall upon and subject to the conditions annexed hereto carry out and complete the sub-contract works shown upon the sub-contract drawings and described by or referred to in the sub-contract bills, specifications and in the said conditions.

1.7 The Contractor shall pay the Sub-Contractor the sum of the Kshs (in words)……

……

……Kshs……..)
(hereinafter referred to as “the sub-contractor price”) or such sum as shall become payable hereinafter at the times and in manner specified in the said conditions.

1.8 The term ‘Architect’, ‘Quantity Surveyor’ and ‘Engineer’, where applicable, shall refer to the persons appointed by the Employer to

1.9 Administer the sub-contract in accordance with the main contract agreement. Where applicable, reference to the Architect shall be deemed to include reference to the Engineer.

1.10 In the even of the need to appoint a replacement Architect, Quantity Surveyor, Engineer or other specialist (whether named in this agreement or not) the Employer shall make such appointment as soon as practicable after the need for such appointment arises and shall communicate the appointment to the Sub-Contractor through the Contract.

1.11 Where the sub-contract does not incorporate bills of quantities, the term “sub-contract bills” and “bills of quantities” wherever appearing shall be deemed deleted and replaced with the term “schedule of rates” as applicable.

1.12 The terms defined in clause 1.0 of the main contract shall have the same meaning in this sub-contract as that assigned to them therein.

1.13 AS WITNESS the hands of the said parties;

Signed by the said

……(Contractor)

In the presence of

Name ……

Address ……

Signed by the said

……(Sub-Contractor)

In the presence of

Name ……

Address ……

CONDITIONS OF SUB-CONTRACT

2.0 GENERAL OBLIGATIONS OF THE CONTRACTOR

The Contractor shall:

2.1 Timeously obtain from the Architect on behalf of the Sub-Contractor all drawings, necessary details, instructions and other information required by the Sub-Contractor for the proper carrying out of the sub-contract works.

2.2 Provide all such facilities and attend upon the Sub-Contractor as required and as provided in the specifications, bills of quantities and these conditions to the extent compatible with the provisions of the main contract

2.3 Observe, perform and comply with all the provisions of the main contract and of this sub-contract on the part of the Contractor to be observed, performed and complied with to ensure satisfactory completion of the sub-contract works.

3.0 GENERAL OBLIGATIONS OF THE SUB-CONTRACTOR

3.1 The Sub-Contractor shall be deemed to have notice of all the provisions of the main contract except the detailed prices of the Contractor included in the bills of quantities or in the schedule of rates.

3.2 The Sub-Contractor shall carry out and complete the sub-contract works in accordance with this sub-contract and in all respects to the reasonable satisfaction of the Contractor and of the Architect and in conformity with all reasonable directions and requirements of the Contractor regulating the due carrying out of the contract works.

3.3 The Sub-Contractor shall observe, perform and comply with all the provisions of the main contact on the part of the Sub-Contractor to be observed, performed and complied with so far as they relate and apply to the sub-contract works or any portion thereof and are not inconsistent with the expressions of this sub-contract as if all the same were set out herein.

3.4 Without prejudice to the generality of the foregoing requirements, the Sub-Contractor shall especially observe perform and comply with the provisions of clauses 9.0, 18.0, 19.0 22.0, 30.0, 31.0, 34.0 and 36.0 of the main contract as they apply to the sub-contract works

4.0 SUB-CONTRACT DOCUMENTS

4.1 The sub-contract documents for use in the carrying out of the sub-contract works shall be:-

4.1.1 The agreement and these conditions

4.1.2 The sub-contract drawings as listed in the agreement

4.1.3 The sub-contract bill of quantities or schedule of rates as applicable

4.1.4 The specifications as separately supplied or as contained in the sub-contract bills.

4.2 Upon the execution of the sub-contract, the Contractor shall register the agreement with the relevant statutory authority and pay all fees, charges, taxes, duties and all costs arising therefrom.

4.3 The manner of supplying contract documents, their custody, display on site and their interpretation in the event of discrepancies shall be as provided in the main contract in respect of the main contract documents with the necessary amendments made to refer to the sub-contract.

5.0 GENERAL LIABILITY OF THE SUB-CONTRACTOR

5.1 The Sub-Contractor shall be liable for and shall indemnify the Contractor against and from:

5.1.1 Any breach, non-observance or non-performance by the Sub-Contractor, his servants or agents of any of the said provisions of the main contract and of this sub-contract.

5.1.2 Any act or omission of the Sub-Contractor, his servants or agents which involve the Contractor in any liability to the Employer under the main contract

5.1.3 Any claim, damage, loss or expense due to or resulting from any negligence or breach of duty on the part of the Sub-Contractor, his servants or agents.

5.1.4 Any loss or damage resulting from any claim under any statute or common law by an employee of the Sub-Contractor in respect of personal injury or death arising out of or in the course of his employment.

5.2 Provided that nothing contained in this sub-contract shall impose any liability on the Sub-Contractor in respect of any negligence or breach of duty on the part of the Employer, the Contractor, other sub-contractors or their respective servants or agents nor create any privity of contract between the Sub-Contractor and the Employer or any other sub-contractor.

6.0 INSURANCE AGAINST INJURY TO PERSONS AND PROPERTY

6.1 Without prejudice to his liability to indemnify the Contractor under clause 5.0 above, the Sub-Contractor shall maintain:-

6.1.1 Such insurances as are necessary to cover the liability of the Sub-Contractor in respect of injury or damage to property including damage to the works arising out of or in the course of or by reason of the carrying out of the sub-contract works except for liability against the contingencies specified at clause 6.3 herein.

6.1.2 The insurances required under sub clause 6.1.1 and 6.1.2 above shall be placed with insurers approved by the Contractor and the Architect.

6.2 Notwithstanding the provisions of clause 23.0 of these conditions, the Contractor shall not be obliged to make payments to the Sub-Contractor before the said policies have been provided.

6.3 Where clause 13.0 of the main contract applies, the sub-contract works, including materials and goods of the sub-Contractor delivered to the works, shall as regards loss or damage by the contingencies stated at clause 13.0 therein, namely, fire, earthquake, fire following earthquake, lightning, explosion, storm, tempest, flood, bursting or overflowing of water tanks, apparatus or pipes, aircraft and other aerial devices or articles dropped therefrom, riot and civil commotion, be at the sole risk of the contractor. The Contractor shall cover his liability for the works by procuring insurances as required in the said clause.

6.4 Where clause 14.0 or 15.0 or the main contract applies, the sub-contract works, including materials and goods of the Sub-Contractor delivered to the works shall, as regards loss or damage by the contingencies stated therein be at the sole risk of the Employer. The Employer shall cover his liability for the works by procuring insurances as required in the said clause.

6.5 The Sub-Contractor shall observe and comply with the conditions contained in the policy or policies of insurance of the Contractor or of the Employer, as the case may be, as regards loss or damage which may be caused by the stated contingencies. For this purpose, the Contractor or the Employer as the case may be, shall avail the said policies to the Sub-Contractor for his perusal.

6.6 If any loss or damage affecting the sub-contract works or any part thereof or any unfixed goods or materials is occasioned by any one or more of the said contingencies, then,

6.6.1 The occurrence of such loss or damage shall be disregarded in computing any amounts payable to the Sub-Contractor under the sub-contract, and

6.6.2 The Sub-Contractor shall, with due diligence, restore the work damaged, replace or repair any unfixed materials or goods which have been destroyed or damaged, remove and dispose of any debris and proceed with the carrying out and completion of the sub-contract works.

6.6.3 The restoration of work damaged the replacement and repair of unfixed materials and goods and the removal of debris shall be deemed to be a variation required by the Architect. Such work shall be paid for in accordance with clause 30.0 of the main contract.

7.0 PERFORMANCE BOND

Before commencing the works, the Sub-Contractor shall provide one surety who must be an established bank or insurance company to the approval of the Contractor and who will be bound to the Contractor in the sum equivalent to ten per cent (10%) of the sub-contract price for the due performance of the sub-contract until the certified date of practical completion. Notwithstanding the provisions of clause 23.0 of these conditions, no payments shall made to the Sub-Contractor before the said bond is provided.

8.0 POSSESSION OF SITE AND COMMENCEMENT OF WORKS

8.1 Within the period stated in the appendix to these conditions, the Contractor shall give possession of the site works to the Sub-Contractor and such access as may be necessary to enable the Sub-Contractor to commence and proceed with the sub-contract works in accordance with the sub-contract.

8.2 On or before the date for commencement of works stated in the appendix to these conditions, the Sub-Contractor shall commence the carrying out of the sub-contract works and shall proceed regularly and diligently with the same in accordance with the sub-contract programme, the main contract programme and or with the progress of the main contract works and complete on or before the date stated in the appendix to these conditions as the date for practical completion or within any extended time granted under clause 25.0 of these conditions.

9.0 ARCHITECT'S INSTRUCTIONS

9.1 The Sub-Contractor shall forthwith comply with all the instructions issued to him by the Architect, either directly or through the Contractor, in regard to any matter in respect of which the Architect is expressly empowered by the main contract conditions to issue instructions.

9.2 The manner of complying with or querying the validity of an Architect's instruction shall be as provided in clause 22.0 of the main contract. The Sub-Contractor shall not be obliged to carry our instructions not issued in the manner provided therein.

10.0 VARIATIONS

10.1 The term "variation" shall have the meaning assigned to it at clause 30.0 of the main contract.

10.2 The valuation of variations shall be made by the Quantity Surveyor in accordance with sub-clause 30.6 of the main contract.

10.3 Effect shall be given to the measurement and valuation of variations in interim certificates and by the adjustment of the sub-contract price.

11.0 LIABILITY FOR OWN EQUIPMENT

The construction equipment and other property belonging to or provided by the Sub-Contractor and brought onto the site for carrying out the works shall be at the sole risk of the Sub-Contractor. Any loss or damage to the same or caused by the same shall, except for any loss or damage due to any negligence, omission or default of the Contractor, be at the sole risk of the Sub-Contractor who shall indemnify the Contractor against loss, damage or claims in respect thereof. Insurance against any such loss, damage or claims shall be the sole responsibility of the Sub-Contractor.

12.0 PROVISION OF FACILITIES BY THE CONTRACTOR

12.1 Where provided in the main contract, the Contractor shall supply at his own cost all necessary water, lighting, electric power, telephones and security required for the sub-contract works. Where not so provided, the Sub-Contractor shall provide the said services at his own cost.

12.2 Except as otherwise provided in the main contract, the Sub-Contractor shall construct at his own expense all necessary workshops, stores, offices, workers' accommodation and other temporary buildings required for the carrying out of the works at such places on site as the Contractor shall identify. The Contractor undertakes to give the sub-Contractor the required space and all reasonable facilities for such construction. Upon practical completion of the works, the Sub-contractor shall remove the said facilities and reinstate disturbed surface to the satisfaction of the Contractor.

12.3 The Contractor shall provide, without charge, general attendance to the Sub-Contractor to facilitate the carrying out of the works which attendance shall include facilities for access to and movement within the site and sections or parts of the building or buildings where the sub-contract works are being carried out, the use of temporary roads, paths and access ways, sanitary and welfare facilities.

12.4 The Contractor shall permit the Sub-Contractor to use, without charge, at all reasonable times, any scaffolding and hoisting equipment belonging to or provided by the Contractor while it remains so erected upon the site. The use by the Sub-Contractor of any other equipment, facilities or services provided by the Contractor for the works shall be subject to private arrangements between the parties hereto and shall not be regulated by these conditions.

12.5 Provided that such use of the scaffolding and hoisting equipment shall be on the express condition that no warranty or other liability on the part of the Contractor shall be created or implied in regard to fitness, condition or suitability for the intended purpose except that the Sub-Contractor shall be liable for any damage caused thereto or thereby.

12.6 Where required, the Contractor shall provide the facilities, equipment and the like and carry out any necessary builder' works within a reasonable time of the request by the Sub-Contractor to enable timely performance of the sub-contract.

13.0 LIABILITY FOR OWN WORK

13.1 The Contractor and the Sub-Contractor shall be liable for the due carrying out of their respective works in accordance with their respective contracts without causing damage or injury to the works of the other sub-contractors, and in particular:

13.2 Should the carrying out of the sub-contract works cause injury or damage to the main contract works, or to the work of the other sub-contractors, the Sub-contractor shall rectify the damage so caused at his own cost.

13.3 Should the carrying out of the main contract works cause damage or injury to the sub-contract works, the Contractor shall rectify the damage at his own cost.

13.4 If in the course of carrying out the sub-contract works, the Sub-Contractor is required to carry out work not included in his sub-contract by reason of any materials of workmanship not being in accordance with the main contract or with other sub-contracts, the Contractor shall reimburse the Sub-Contractor the expenses incurred therein.

14.0 CO-OPERATION IN USE OF FACILITIES

14.1 The Contractor and the Sub-Contractor undertake to co-operate with each other and co-ordinate work arrangements and procedures required in carrying preventing interference, disruption or disturbance to the progress of the works or to the activities of other sub-contractors.

14.2 The Contractor and the Sub-Contractor undertake not to wrongfully use or interfere with equipment, scaffolding, appliances, ways, temporary works, temporary buildings and other property belonging to or provided by the other part or by other sub-contractors.

14.3 Provided that nothing contained in this clause shall prejudice or limit the rights of the Contractor or of the sub-Contractor in carrying out their respective statutory and or contractual duties under this sub-contract or under the main contract.

15.0 ASSIGNMENT AND SUBLETTING

15.1 Neither the Contractor nor the Sub-Contractor shall, without the written consent of the other and the Employer, assign this sub-contract.

15.2 The Sub-Contractor shall not sub-let the whole of the works without the written consent of the Contractor and the Architect.

15.3 Provided that any assignment and any sub-contracts as well as this sub-contract shall terminate immediately upon (for whatever reason) of the main contract.

16.0 WORK PRIOR TO APPOINTMENT OF CONTRACTOR

16.1 Where the Sub-Contractor is appointed before the Contractor is appointed, any work done by the Sub-Contractor prior to the said appointment shall be treated as a separate contract between the Employer and the Sub-Contractor and shall be valued by the Quantity Surveyor and paid for directly by the Employer without the involvement of the Contractor.

16.2 Where the Sub-Contractor is appointed before the Contractor is appointed, the Sub-Contractor shall be permitted, when the identity of the Contractor is known and within 30 days thereof, to raise objections (on reasonable grounds) against entering into a sub-contract with the Contractor

16.3 Where work which is outside the sub-contract is ordered directly by Employer or the Architect, that work shall be treated as a separate contract between the Sub-Contractor and the Employer and shall be valued and paid for directly to the Sub-Contractor in accordance with sub-clause 16.1 herein without the involvement of the Contractor. The cost of equipment, facilities and the like provided by the Contractor to the Sub-contractor and any builder's work carried out by the Contractor with regard to such work shall be paid directly by the Sub-Contractor to the Contractor.

17.0 SUB-CONTRACTOR DESIGN

Where the sub-contract includes a design component by the Sub-Contractor, the design shall be to the approval of the Architect and the Employer. Not withstanding and approvals, the Sub-Contractor shall be liable directly to the Employer for any consequences of failure of the design to comply with the requirements of the Employer or to be fit or suitable for the purposes for which the sub-contract works or the relevant part thereof were intended.

18.0 SPECIFICATION OF GOODS, MATERIALS AND WORKMANSHIP

18.1 All materials, goods and workmanship shall, so far as procurable, be of the respective kinds and standards described in the sub-contract bills, specifications and drawings.

18.2 The provisions of clause 23.0 of the main contract regulating the procurement, specification and quality assurance of materials, processes and workmanship and the requirements of clause 24.0 therein dealing with the provision of samples and the carrying out of specified tests shall apply to the sub-contract in the same manner as they apply to the main contract.

19.0 COMPLIANCE WITH STATUTORY AND OTHER REGULATIONS

The Sub-Contract shall comply with all statutory and other regulations of competent authorities regulating the carrying out of the works in accordance with the provisions of clause 17.0 of the main contract, as applicable.

20.0 ROYALTIES AND PATENT RIGHTS

20.1 All royalties or other sums payable in respect of the supply and use of any patented articles, processes or inventions in carrying out the works as described by or referred to in the sub-contract bills, specifications or drawings shall be deemed to have been included in the sub-contract price.

20.2 The provision of clause 25.0 of the main contract dealing with he same shall apply to the sub-contract in the same manner as they apply to the main contract.

21.0 ANTIQUITIES AND OTHER OBJECTS OF VALUE

All fossils, antiquities and other objects of interest or value which may be found on the site or in excavating the same during the progress of the sub-contract shall be dealt with in accordance with the provisions of clause 44.0 of the main contract.

22.0 SUSPENSION OF WORKS

22.1 An instruction by the Architect to postpone or suspend the works under clause 28.0 of the main contract shall have the same effect on the sub-contract works as it has on the main contract works.

22.2 If the suspension arises due to default by the contractor and the sub-contract works are adversely effected by the suspension, the sub-contractor shall be entitled to reimbursement by the contractor of all expenses arising therefrom.

22.3 If the suspension arises due to default by the sub-contractor, the sub-contractor shall be liable to the contractor for all expenses arising therefrom.

22.4 A notice by the contractor to suspend the works under clause 29.0 of the main contract shall have the same effect on the sub-contract works as it has on the main contract works.

22.5 Should the sub-contract works be adversely affected by suspension under clause 29.0 of the main contract, the sub-contractor shall be entitled to the remedies provided for at clauses 25.0 and 26.0 of this sub-contract.

23.0 PAYMENTS

23.1 Procedures for originating and processing applications for payments and payment certificates as regards the sub-contract works shall be the same as those prescribed for the Contractor in the main contract at clause 34.0. All references therein to the contractor shall be deemed to include references to the Sub-contractor.

23.2 Before submitting an application for payment to the Quantity Surveyor in accordance with clause 34.1 of the main contract, the Contractor shall give the Sub-Contractor a notice of not less than 7 days to submit the details of the amounts which the Sub-Contractor considers himself entitled to for the relevant period. Such details, when received, shall be annexed to the said Contractor's application.

23.3 Where it is necessary to measure the sub-contract works for purpose of interim valuation or for the preparation of the final account, the Quantity Surveyor shall give the Sub-Contractor a reasonable opportunity to be present at the time of the measurements and to take notes and measurements as he may require.

23.4 Neither the Quantity Surveyor nor the Architect shall be bound to issue a valuation or a payment certificate in respect of the sub-contract works, as the case may be, whose value is less than the amount stated in the appendix to these conditions as the minimum amount of a payment certificate before the issue of the certificate of practical completion of the main contract or of the sub-contract, as applicable.

23.5 Provided that where the minimum amount of a certificate inserted in the appendix to these conditions has been achieved but the corresponding minimum inserted in the appendix to the main contract in respect of the Contractor's work has not been achieved, or the Contractor has not applied for payment within the stated period, the Architect may with the consent of the Contractor, issue a payment certificate directly to the Sub-Contractor for payment by the Employer.

23.6 Within 7 days of receipt by the Contractor of payment by the Employer, the Contractor shall notify and pay to the Sub-Contractor the total value certified therein in respect of the sub-contract works less the portion of the retention money attributable to the sub-contract works and less amounts previously paid to the Sub-Contractor.

23.7 Where certificates are not paid by the Employer within the prescribed period, the Sub-Contractor shall be entitled to be paid by the Contractor, upon receipt of payment from the Employer, the interest certified for the delay in accordance with sub-clause 34.6 of the main contract in respect of the portion of the sub-contract works included in the certificate.

23.8 Where the Contractor has received payment from the Employer but has not released the appropriate amount to the Sub-Contractor within the stated period, the Contractor shall pay to the Sub-Contractor in addition to the amount not paid, simple interest on the unpaid amount for the period it remains unpaid at the commercial bank lending rate in force during the period of default.

23.9 If, upon application by the Sub-Contractor and Architect agree, or if the Contractor fails to make payment to the Sub-Contractor in accordance with sub-clause 23.6 herein and continues such default for 14 days thereafter, the Architect may issue a payment certificate directly to the Sub-Contractor for payment by the Employer, where applicable, and deduct the amount from subsequent payment to the Contractor.

23.10 Upon the issue of the certificate of practical completion and the release of one half of the total amount of the retention of money to the Contractor, the Contractor shall pay the portion attributable to the sub-contract to the Sub-Contractor within 7 days of receipt of the payment.

23.11 Upon the issue of the certificate of rectification of defects and receipt of the balance of the retention money by the Contractor, the Contractor shall pay the balance of the portion of the retention money attributable to the sub-contract to the Sub-Contractor within 7 days of receipt of the payment.

23.12 The sub-contract final account shall be agreed between the Sub-Contractor, the Contractor, the Quantity Surveyor and the Architect and shall be annexed to the Contractor's final accounts which shall be agreed as provided for in the main contract. For purpose of finalizing the accounts, the Quantity Surveyor may request the Sub-Contractor to submit further documents as he may deem necessary.

23.13 The final certificate issued under sub-clause 34.21 of the main contract shall be final and binding on the Sub-Contractor in the same manner it is binding on the Contractor.

23.14 If the Architect desires to secure final payment to the Sub-Contractor before final payment is due to the Contractor, the provisions of sub-clause 31.10 of the main contract shall apply.

23.15 The Contractor shall be entitled to deduct from or set off against any money due from him to the Sub-Contractor in interim certificates any sum or sums which the Sub-Contractor is liable to pay to the Contractor arising under or in connection with the sub-contract.

24.0 PRACTICAL COMPLETION AND DEFECTS LIABILITY

24.1 The Sub-Contractor shall proceed with the works regularly and diligently and complete the same within the period stated in the appendix to this sub-contract or within such extended period as may be granted under clause 25.0 of this sub-contract.

24.2 Where the sub-contract works are to be completed in sections or where the sub-contract works are to be completed in advance of the main contract works, the provisions of clause 42.0 of the main contract shall apply, as appropriate, to the sub-contractor in the same manner as they apply to the main contract.

24.3 The procedures for certifying practical completion and for dealing with defects in the sub-contract works as well as the main contract works are as prescribed at clause 41.0 of the main contract. Upon the issue of the certificate of practical completion of the whole of the works or of the sub-contract works, as applicable, the Sub-contractor shall be entitled to release of one half of the retention money attributable to the sub-contract works within 7 days after the Contractor has received payment.

24.4 The balance of the retention money shall be released to the Sub-Contractor after the defects appearing in the works have been rectified in accordance with sub-clause 41.6 and 41.7 of the main contract and after the Contractor has received the said payment as provided for in sub-clause 34.16.3 of the main contract.

25.0 EXTENSION OF TIME

25.1 Upon it becoming reasonably apparent that the progress of the sub-contract works is or will be delayed, the Sub-Contractor shall forthwith give written notice of the cause of the delay to the Contractor and to the Architect with supporting details showing the extent of delay caused or likely to be caused. Thereafter, the Architect shall evaluate the information supplied by the Sub-Contractor and if in his opinion the completion of the works is likely to be or has been delayed beyond the date for practical

completion stated in the appendix to these conditions or beyond any extended time previsously fixed under this clause, by any of the reasons entitling the Contractor to extension of time under sub-clause 36.1 of the main contract, then the Architect shall, so soon as he is able estimate the length of the delay beyond the date or time aforesaid, recommend to the Contractor a fair and reasonable extension of time to be granted for the completion of the sub-contract works.

25.2 Thereupon, the Contractor shall grant in writing to the Sub-Contractor the recommended time. Provided that the Contractor shall not grant any extension of time to the Sub-Contractor without the written recommendation of the Architect. And provided that the Sub-Contractor shall constantly use his best endeavors to prevent delay and shall do all that may be reasonably required to proceed with the works.

25.3 The procedures for dealing with requests for extension of time and the observance of time limits prescribed at clause 36.0 of the main contract shall apply to the sub-contract in the same manner as they apply to the main contract.

26.0 LOSS AND EXPENSE CAUSED BY DISTURBANCE OF REGULAR PROGRESS

26.1 If upon written application being made by the Sub-Contractor to the Contractor and to the Architect, the Architect is of the opinion that the Sub-Contractor has been involved in direct loss and or expense, for which he would not be reimbursed by a payment made under any other provision in this sub-contract, by reasons of the regular progress of the sub-contract works or any part thereof having been materially affected by any of the reasons which would entitle the Contractor to reimbursement under clause 37.0 of the main contract, the Quantity Surveyor shall assess the amount of such loss and or expense.

26.2 Any amount so assessed shall be added to the sub-contract price and if an interim certificate is issued after the date of assessment, any such amount shall be added to the amount which would otherwise be stated as due in such certificate as regards the Sub-Contractor's entitlement.

26.3 The procedures for dealing with loss and or expense claims prescribed at clause 37.0 of the main contract shall apply to the sub-contract in the same manner as they apply to the main contract, as appropriate.

27.0 DAMAGES FOR DELAY IN COMPLETION

27.1 If the Sub-Contractor fails to complete the sub-contract works by the date for practical completion stated in the appendix to these conditions or within any extended time fixed under clause 25.0 herein, and the Architect certifies in writing that in his opinion the same ought reasonably so to have been completed, then the Sub-Contractor shall pay or allow to the Contractor a sum calculated at the rate stated in the said appendix as liquidated damages for the period during which the works shall so remain or have remained incomplete.

27.2 The Contractor may deduct such sum from any money due or to become due to the Sub-Contractor under the sub-contract or remover the same the Sub-Contractor as a debt. Provided that the Contractor shall not be entitled to recover any liquidated damages from the Sub-Contractor without first obtaining the Architect's certificate of delay prescribed herein.

28.0 FLUCTUATIONS

28.1 Unless otherwise stated in the sub-contract bills or specifications, the sub-contract price shall be deemed to have been calculated to include all duties and taxes imposed by statutory and other competent authorities in the country where the works are being carried out, and

28.2 The sub-contract price shall be deemed to be based on currency exchange rates current at the date of tender as regards materials or goods to be specifically imported for permanent incorporation in the works.

28.3 Should duties, taxes and exchange rates vary during the period of the contract, compensation thereof shall be calculated in accordance with sub-clause 35.1 and 35.2 of the main contract.

28.4 Compensation for change in prices of goods and materials incorporated in the works and in the rates of wages provided for at sub-clause 35.3,35.4 and 35.5 of the main contract shall not apply to the sub-contract unless specifically provided for in the bill of quantities or specifications.

29.0 TERMINATION OF MAIN CONTRACT

29.1 If, for any reason, the contractor's employment is terminated either under clause 38.0, 39.0 or 40.0 of the main contract, this sub-contract shall thereupon also terminate.

29.2 Upon termination, the sub-contractor shall ceases all work and vacate the site. He shall not remove any equipment or any materials brought onto the site for the carrying out of the works without the written approval of the contractor and the Architect

29.3 Where the termination of the main contract occurs without the default of the sub-contractor, the sub-contractor shall be paid by the contractor for work done in the like manner as the Contractor is paid at clause 39.5 of the main contract.

29.4 Where the termination of main contract arises from the default by the sub-contractor, the adjustment of the sub-contract accounts shall be performed in the like manner as is provided at sub-clause 38.8 of the main contract regarding the main contract accounts.

30.0 TERMINATION OF SUB-CONTRACT.

30.1 Without prejudice to any other rights and remedies which the contractor may possess, if the sub-contractor shall make default in any one or more of the respects which would entitle the employer to terminate the main contract under clause 38.0 therein, the contractor shall give the sub-contractor a notice, with a copy to the Architect and to the employer by registered post of recorded delivery specifying the default. Should the sub-contractor continue the default for 14 days after receipt of such notice or at any time thereafter repeat such default and should the Architect certify that the sub-contractor is in default, the contractor may terminate the Sub-contract forthwith after the expiry of the notice provided that the notice is not given unreasonably or vexatiously. The termination letter shall be copied to the Architect and to the Employer.

30.2 Where the sub-contract is terminated due to the default of the sub-contractor as in sub-clause 30.1 herein, the adjustment of sub-contract accounts shall be performed in the like manner as is provided at sub-clause 38.8 of the main contract regarding the main contract accounts.

30.3 Without prejudice to any other rights and remedies which the Sub-Contractor may possess, if the Contractor shall make default in one or more of the respects which, if committed by the Employer, would entitle the contractor to terminate the main contract under clause 39.0 therein, the Sub-Contractor shall give the Contractor a notice, with a copy to the Architect and to the Employer, by registered post or recorded delivery specifying the default. Should the contractor continue the default for 14 days after receipt of such notice or at any time thereafter repeat such default, and should the Architect certify that the contractor is in default, the Sub-Contractor may terminate the sub-contract forthwith after expiry of the notice, provided that the notice is not given unreasonably or vexatiously. The termination letter shall be copied to the Architect and to the Employer.

30.4 If the Sub-Contract is terminated due to the default of the Contractor as in sub-clause 30.3 herein, the Contractor shall pay the sub-contractor for work done in the like manner as the Contractor would be paid at sub-clause 39.5 of the main contract where the termination is done by the Contractor.

30.5 Where the sub-contract is terminated due to the default of the Contractor, all expenses arising from the termination shall be done wholly by the Contractor and the termination shall not create any liability on the Employer.

30.6 Where the sub-contract is terminated due to the default of the Sub-Contractor, the sub-contractor shall be liable to the contractor for all expenses arising therefrom.

31.0 SETTLEMENT OF DISPUTES

31.1 In case any dispute or difference shall arise between the Contractor and Sub-Contractor, either during the progress or after the completion or abandonment of the sub-contract 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 30 days of the notice.

31.2 The dispute shall be referred to the arbitration and final decision of a person to be agreed by the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointment by the Chairman or Vice Chairman of the Architectural Association of Kenya or the Chairman or Vice Chairman of The Chartered Institute of Arbitrators, Kenya Branch, at the request of the applying party.

31.3 The arbitration may be on the construction of this sub-contract or on any matter or thing of whatsoever nature arising thereunder or in connection therewith including the rights and liabilities of the parties during the currency of the sub-contract and subsequent to the termination of the sub-contract.

31.4 Where the sub-contractor is aggrieved by the manner in which the Architect has exercised or failed to exercise his powers stipulated in the main contract, or in the sub-contact or by any action or inaction of the Employer, and in particular, if he is aggrieved by:

31.4.1 The failure or refusal of the Architect to recommend to the contractor an extension of sub-contract time, or

31.4.2 The extend of the recommended time, or

31.4.3 The amount certified to the sub-contractor either in an interim in a final certificate, or

31.4.4 The issue of an instruction which the sub-contractor contends is not authorised by the main contract or the sub-contract, or

31.4.5. Any other matter left to the discretion of the Architect in the main contract or in the sub-contract, then.

31.5 Subject to the Sub-Contractor giving the Contractor such indemnity and security as the Contractor may reasonably require, the Contractor shall allow the Sub-Contractor to use the contractor's name and, if necessary, shall join the Sub-Contractor in arbitration proceeding against the employer to decide the matters in dispute or in difference.

31.6 Provided that no arbitration proceedings shall be commenced on any dispute or difference where notice of a dispute or difference where notice of a dispute or difference has not been given by the applying party within 90 days of the occurrence or discovery of the matter or issue giving rise to the dispute or difference.

31.7 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.

31.8 In any event, no arbitration shall commence earlier than 90 days after the service of the notice of a dispute or difference, except as provided for at sub-clause 31.9 herein.

31.9 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 sub-contract without having to comply with sub clause 31.8 herein.

31.9.1 Whether or not the issue of an instruction by the Architect is authorized by the main contract or these conditions, and

31.9.2 Whether or not a payment certificate has been improperly withheld or is not in accordance with the main contract or these conditions or though issued, it has not been honoured.

31.10 All other matters in dispute shall only be referred to arbitration after the practical completion or alleged practical completion of the works or abandonment of the works or termination or alleged termination of the sub-contract, unless the Architect the contractor and the sub-contractor agree otherwise in writing.

31.11 The Arbitrator shall, without prejudice to the generality of his powers, have power 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 or included in any payment certificate.

31.12 The Arbitrator shall, without prejudice to the generality of his powers, have power 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.

31.13 Provided that any decision of the Architect which is final and binding on the contractor under the main contract shall be final and binding between the contractor and the sub-contractor.

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

SUB CONTRACTOR'S PERFORMANCE BOND

BY THIS AGREEMENT we .....(SURETY)
of .....
are bound to .....(CONTRACTOR)
in the sum of Kenya shillings .....(Kshs.....)
to be paid by us to the said .....(CONTRACTOR)
WHEREAS by an agreement in writing dated .....(SUB-CONTRACTOR)
entered into a sub-contract with .....(CONTRACTOR)
to carry out and complete the works therein stated in the manner and by the time therein
specified all in accordance with he provisions of the said sub-contract, namely: (description of
works)
.....

NOW the condition of the above written bond is such that if the said sub-contractor, his
executors, administrator, successors or assigns shall duly perform his obligations under the sub-
contract, of if on default by the sub-contractor the surety shall satisfy and discharge the damages
sustained by the contractor thereby up to the amount of the above written bond, then this
obligation shall be void, otherwise it shall remain in full force and effect. Upon default, and
without prejudice to his other rights under the sub-contract, the contractor shall be entitled to
demand forfeiture of the bond and we undertake to honour the demand in the amount stated
above.

PROVIDED always and it is hereby agreed and declared that no alteration in the terms of the
said sub-contract or in the extend or nature of the works to be carried out and no extension of
time by the contractor under the sub-contract shall in any way release the surety from any
liability under the above written bond.

IN WITNESS whereof we have set out hand this..... day of.....

....
Surety Witness
Authrorised of Power of Attoney No.....

APPENDIX	**Clause**
Name of sub-contractor's insurers	6.0 .....
Name of sub-contractor's surety	7.0 .....
Amount of surety	7.0 .....
Period of possession of site	8.1 .....
Date of commencement of works	8.2 .....
Date for practical completion	8.2 .....
Interval for application of payment certificates	23.1.....
Minimum amount of payment certificate	23.4 .....
Percentage of certified value retained	23.6 .....
Limit of retention fund, if any	23.6.....
Name of the sub-contractor's bank for purposes of interest calculation.	23.7,23.8 .....
Defects liability period	23.11.....
Period of final measurement and valuation	23.12.....
Damages of delay in completion	27.1 at the rate of Kshs.....
	.....

Signed by the said:

....

CONTRACTOR **SUB-CONTRACTOR**

APPENDIX TO THE AGREEMENT AND CONDITIONS OF SUB-CONTRACT FOR BUILDING WORKS

Kenya Building and Civil Engineering Contractors (KABCEC) document.

1. CLAUSE 17.0

Where the term Architect is used, it shall imply the Engineer.

2. CLAUSE 28.0

Fluctuation shall apply as per the main works document.

SECTION C

SUB-CONTRACT PRELIMINARIES

AND

GENERAL CONDITIONS

CONTRACT PRELIMINARIES AND GENERAL CONDITIONS

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SECTION C

SUB-CONTRACT PRELIMINARIES AND GENERAL CONDITIONS

1.01 Examination of Tender Documents

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

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

a) Work detailed in the Specification and in the Contract Drawings.

b) The Republic of Kenya Document "General Conditions of Contract for Electrical and Mechanical Works.

c) Other documents to which reference is made.

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

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

1.02 Discrepancies

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

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

1.03 Conditions of Contract Agreement

The Contractor shall be required to enter into a Sub-contract with the Main Contractor.

The Conditions of the Contract between the Main Contractor and any Sub-contractor as hereinafter defined shall be the latest edition of the Agreement and Schedule of Conditions of Kenya Association of Building and Civil Engineering Contractors as particularly modified and amended hereinafter.

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

1.04 Payment

Payment will be made through certificates to the Main Contractor, All payments will be less retention as specified in the Main Contract. No payment will become due until materials are delivered to site.

1.05 Definition of Terms

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

i) **Employer:** The term "Employer" shall mean **The Parliamentary Service Commission**

ii) **Architect:** The term **"Architect"** shall mean **Mutiso Menezes International**

iii) **Quantity Surveyor**: The term **"Quantity Surveyor"** shall mean **Quantech Consultancy.**

iv) **Civil/Structural Engineers**: The term **"Civil/Structural Engineers "** shall mean **Wanjohi Consulting Engineers.**

v) **Engineer**: The term **"Engineer"** shall mean **Mecoy Consultants Limited.**

vi) **Main Contractor:** The term **"Main Contractor"** shall mean the firm or company appointed to carry out the Building Works and shall include his or their heir, executors, assigns, administrators, successors, and duly appointed representatives.

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

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

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

x) **Working Drawings:** The term "Working Drawings" shall mean those drawings required to be prepared by the Sub-contractor as hereinafter described.

xi) **Record Drawings:** The term **"Record Drawings"** shall mean those drawings required to be prepared by the Sub-contractor showing "as installed" and other records for the Sub-contract Works.

xii) **Abbreviations:**

CM shall mean **Cubic Metre**

SM shall mean **Square Metre**

LM shall mean **Linear Metre**

LS shall mean **Lump Sum**

mm shall mean **Millimetres**

No. Shall mean **Number**

Kg. shall mean **Kilogramme**

KEBS or KS shall mean **Kenya Bureau of Standards**

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

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

1.06 **<u>Site Location</u>**

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

1.07 **Duration of Sub-Contract**

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

1.08 **Scope of Contract Works**

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

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

1.09 **Extent of the Sub-contractor's Duties**

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

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

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

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

1.10 **Execution of the Works**

The works shall be carried out strictly in accordance with:

a) All relevant Kenya Bureau of Standards Specifications.

b) All relevant British Standard Specifications and Codes of Practice (hereinafter referred to B.S. and C.P. respectively).

c) General specifications of materials and works Section D of this document

d) The Contract Drawings.

e) The Bye-laws of the Local Authority.

f) The Architect's and/or Engineer's Instructions.

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

1.11 **Validity of Tender**

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

1.12 **Firm – Price Contract**

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

1.13 **Variation**

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

Any variation from the contract price in respect of any extra work, alteration or omission requested or sanctioned by the Engineer shall be agreed and confirmed in writing at the same time such variations are decided and shall not affect the validity of the Contract. Schedule of Unit Rates shall be used to assess the value of such variations. No allowance shall be made for loss of profit on omitted works.

Where the Architect requires additional work to be performed, the Sub-contractor, if he considers it necessary, will give notice within seven (7) days to the Main Contractor of the length of time he (the Sub-contractor) requires over and above that allotted for completion of the Contract.

If the Sub-contractor fails to give such notice he will be deemed responsible for the claims arising from the delay occasioned by reason of such extension of time.

1.14 Prime Cost and Provisional Sums

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

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

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

1.15 Bond

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

1.16 Government Legislation and Regulations

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

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

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

1.17 Import Duty and Value Added Tax

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

1.18 **Insurance Company Fees**

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

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

1.19 **Provision of Services by the Main Contractor**

In accordance with Clause 1.08 of this Specification the Contractor shall make the following facilities available to the Sub-contractor:

a) Attendance on the Sub-Contractor and the carrying out of all work affecting the structure of the building which may be necessary, including all chasing, cutting away and making good brickwork, etc., except that all plugging for fixing, fittings, machinery, fan ducting, etc., and all drilling and tapping of steel work shall be the responsibility of the Sub-contractor. Any purpose made fixing brackets shall not constitute Builder's Work and shall be provided and installed by the Sub-contractor unless stated hereinafter otherwise.

b) The provision of temporary water, lighting and power: the Contractor pay for all these services utilized.

c) Fixing of anchorage and pipe supports in the shuttering, shall be supplied by the Contractor who shall also supply the Project Manager with fully dimensioned drawings detailing the exact locations.

d) i) Provision of scaffolding, cranes, etc. It shall be the Contractor's responsibility to liaise with the Project Manager to ensure that there is maximum co-operation with other nominated Sub-contractors in the use of scaffolding, cranes, etc.

ii) Any specialist scaffolding, cranes, etc. by the Contractor for his own exclusive use shall be paid for by the Sub-contractor.

1.20 Suppliers

The Contractor shall submit names of any supplier for the materials to be incorporated, to the Engineer for approval. The information regarding the names of the suppliers may be submitted at different times, as may be convenient, but no sources of supply will be changed without prior approval.
Each supplier must be willing to admit the Engineer or his representative to his premises during working hours for the purpose of examining or obtaining samples of the materials in question.

1.21 Samples and Materials Generally

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

1.22 Administrative Procedure and Contractual Responsibility

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

1.23 Bills of Quantities

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

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

1.24 **Contractor's Office in Kenya**

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

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

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

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

1.25 **Builder's Work**

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

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

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

1.26 **Structural Provision for the Works**

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

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

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

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

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

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

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

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

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

1.28 **Checking of Work**

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

1.29 **Setting to Work and Regulating System**

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

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

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

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

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

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

1.30 **Identification of Plant Components**

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

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

1.31 **Contract Drawings**

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

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

1.32 **Working Drawings**

The Contractor shall prepare such Working Drawings as may be necessary. The Working Drawings shall be complete in such detail not only that the Contract Works can be executed on site but also that the Engineer can approve the Contractor's proposals, detailed designs and intentions in the execution of the Contract Works.
If the Contractor requires any further instructions, details, Contract Drawings or information drawings to enable him to prepare his Working Drawings or proposals, the Contractor shall accept at his own cost, the risk that any work, commenced or which he intends to commence at site may be rejected.

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

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

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

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

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

c) Schematic Layout Drawings of services and of control equipment.

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

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

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

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

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

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

Approval by the Engineer of Working Drawings shall neither relieve the Contractor of any of his obligations under the Sub-contract nor relieve him from correcting any errors found subsequently in the Approved Working Drawings or other Working Drawings and in the Sub-contract Works on site or elsewhere associated therewith.
The Contractor shall ensure that the Working Drawings are submitted to the Engineer for approval at a time not unreasonably close to the date when such approval is required. Late submission of his Working Drawings will not relieve the Contractor of his obligation to complete the Contract Works within the agreed Contract Period and in a manner that would receive the approval of the Engineer.

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

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

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

They shall include but not restricted to the following drawings or information:

a) Working Drawings amended as necessary but titled “Record Drawings” and certified as a true record of the “As Installed” Sub-contract Works. Subject to the approval of the Engineer such Working Drawings as may be inappropriate may be omitted.

b) Fully dimensioned drawings of all plant and apparatus.

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

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

e) Relay adjustment charts and manuals.

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

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

h) Grading Charts.

i) Valve schedules and locations suitability cross-referenced.

j) Wiring and piping diagrams of plant and apparatus.

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

l) Operating Instruction

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

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

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

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

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

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

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

1.34 **Maintenance Manual**

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

The manual shall be loose-leaf type, International A4 size with stiff covers and cloth bound. It may be in several volumes and shall be sub-divided into sections, each section covering one Engineering service system. It shall have a ready means of reference and a detailed index.

There shall be a separate volume dealing with Air Conditioning and Mechanical Ventilation installation where such installations are included in the Contract Works.

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

a) System Description.
b) Plant
c) Valve Operation
d) Switch Operation
e) Procedure of Fault Finding
f) Emergency Procedures
g) Lubrication Requirements
h) Maintenance and Servicing Periods and Procedures
i) Colour Coding Legend for all Services
j) Schematic and Writing Diagrams of Plant and Apparatus
k) Record Drawings, true to scale, folded to International A4 size
l) Lists of Primary and Secondary Spares.

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

1.35 **Hand-over**

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

The procedure to be followed will be as follows:

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

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

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

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

1.36 **Painting**

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

1.37 **Spares**

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

1.38 **Testing and Inspection – Manufactured Plant**

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

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

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

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

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

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

1.39 **Testing and Inspection -Installation**

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

1.40 **Labour Camps**

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

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

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

1.41 **Storage of Materials**

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

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

1.42 **Initial Maintenance**

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

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

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

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

The Contractor shall, if required, enter into a maintenance and service agreement with the employer for the installation for a period of up to five years from the day following the last day of the liability for Defects Period which offers the same facilities as specified in Clause 1.41 (Initial Maintenance).

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

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

1.44 **Trade Names**

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

1.45 **Water and Electricity for the Works**

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

1.46 **Protection**

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

1.47 **Defects After Completion**

The defects liability period will be 6 months from the date of practical completion of the Works in the Contract and certified by the Engineer.

1.48 **Damages for Delay**

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

1.49 **Clear Away on Completion**

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

1.50 **Final Account**

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

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

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

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

1.51 **Fair Wages**

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

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

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

1.52 **Supervision**

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

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

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

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

1.53 **Test Certificates**

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

1.54 **Labour**

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

1.55 **Discount to the Main Contractor**

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

1.56 **Guarantee**

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

1.57 **Direct Contracts**

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

1.58 **Attendance Upon the Tradesmen etc**

The Contractor shall allow for the attendance of trade upon trade and shall afford any tradesmen or other persons employed for the execution of any work not included in this contract every facility for carrying out their work and also for the use of ordinary scaffolding. The contractor however, shall not be required to erect any special scaffolding for them.

1.59 **Trade Unions**

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

1.60. Local and other Authorities notices and fees

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

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

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

1.61. Assignment or subletting

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

1.62 Partial Completion

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

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

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

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

1.63 Temporary Works

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

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

1.64. Patent Rights

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

1.65 Mobilization and Demobilization

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

1.66 Extended Preliminaries

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

1.67 Supervision by Engineer and Site Meetings

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

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

1.68 Amendment to Scope of Contract Works

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

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

1.69 Contractor Obligation and Employers Obligation

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

1.70 Factory Inspection

The employer shall be entitled to have the quantity and quality of the imported equipment/materials inspected by two number (2No.) engineers appointed by the Project Manager, and one (1No.) representative for the employer.

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

Travel (including ground, air travel and airport passage taxes) and full board accommodation expenses in at least a three (3) star hotel incurred by the engineers appointed by the Project Manager, and the employer's representative shall be borne by the contractor. The sub-contractor shall also meet out of pocket expenses for the officers at Government of Kenya rates for the duration of the factory inspection. The costs incurred shall be re-imbursed to the sub-contractor from the provisional sum allowed in page (J/53) of the Bills of Quantities.

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

If as a result of the inspection any of the equipment/materials are found to be defective, the Sub-contractor shall replace the defective materials and determine a new date as when a new inspection shall be performed at the expense of the Sub-contractor.

The Sub-contractor shall only ship the equipment/materials after the said factory inspection.

1.80 APPENDIX TO SUB-CONTRACT PRELIMINARIES AND GENERAL CONDITIONS

1. ADD TO CLAUSE 1.40

There are no labour camps.

2. ADD TO CLAUSE 1.13

Section 139 (3) of Public Procurement and Asset Disposal Act, 2015 shall apply.

3. ADD TO CLAUSE 1.17

Prices quoted shall include 16% VAT.

4. ADD TO CLAUSE 1.66

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

SECTION D

GENERAL MECHANICAL SPECIFICATIONS

SECTION D

GENERAL MECHANICAL SPECIFICATION

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SECTION D

GENERAL MECHANICAL SPECIFICATION

1.01 General

This section specifies the general requirement for plant, equipment and materials forming part of the Sub-contract Works and shall apply except where specifically stated elsewhere in the Specification or on the Contract Drawings.

1.02 Quality of Materials

All plant, equipment and materials supplied as part of the Sub-contract Works shall be new and of first class commercial quality, shall be free from defects and imperfections and where indicated shall be of grades and classifications designated herein.

All products or materials not manufactured by the Sub-contractor shall be products of reputable manufacturers and so far as the provisions of the Specification is concerned shall be as if they had been manufactured by the Sub-contractor.

Materials and apparatus required for the complete installation as called for by the Specification and Contract Drawings shall be supplied by the Sub-contractor unless mention is made otherwise.

Materials and apparatus supplied by others for installation and connection by the Sub-contractor shall be carefully examined on receipt. Should any defects be noted, the Sub-contractor shall immediately notify the Engineer.

Defective equipment or that damaged in the course of installation or tests shall be replaced as required to the approval of the Engineer.

1.03 Regulations and Standards

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

a) The Kenya Government Regulations.
b) The United Kingdom Institution of Electrical Engineers (IEE) Regulations for the Electrical Equipment of Buildings.
c) The United Kingdom Chartered Institute of Building Services Engineers (CIBSE) Guides.
d) British Standard and Codes of Practice as published by the British Standards **Institution (BSI)**
e) The County By-laws.
f) The Energy Regulatory Commission (ERC).
g) Local Authority By-laws.
h) The Kenya Building Code Regulations.
i) The Kenya Bureau of Standards.

1.04 **Electrical Requirements**

Plant and equipment supplied under this Sub-contract shall be complete with all necessary motor starters, control boards, and other control apparatus. Where control panels incorporating several starters are supplied they shall be complete with a main isolator.

The supply power up to and including local isolators shall be provided and installed by the Electrical Sub-contractor. All other wiring and connections to equipment shall form part of this Sub-contract and be the responsibility of the Sub-contractor.

The Sub-contractor shall supply three copies of all schematic, cabling and wiring diagrams for the Engineer's approval.

The starting current of all electric motors and equipment shall not exceed the maximum permissible starting currents described in the Kenya Power and Lighting Company (KPLC) By-laws.

All electrical plant and equipment supplied by the Sub-contractor shall be rated for the supply voltage and frequency obtained in Kenya, that is 415 Volts, 50Hz, 3-Phase or 240Volts, 50Hz, 1-phase.

Any equipment that is not rated for the above voltages and frequencies shall be rejected by the Engineer.

1.05 **Transport and Storage**

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

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

Adequate measures shall be taken by the Sub-contractor to ensure that plant and equipment do not suffer any deterioration during storage.

Prior to installation all piping and equipment shall be thoroughly cleaned.

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

1.06 **Site Supervision**

The Sub-contractor shall ensure that there is an English-speaking supervisor on the site at all times during normal working hours.

1.07 **Installation**

Installation of all special plant and equipment shall be carried out by the Sub-contractor under adequate supervision from skilled staff provided by the plant and equipment manufacturer or his appointed agent in accordance with the best standards of modern practice and to the relevant regulations and standards described under Clause 2.03 of this Section.

1.08 **Testing**

1.08.1 General

The Sub-contractor's attention is drawn to Part 'C' Clause 1.38 of the "Preliminaries and General Conditions".

1.08.2 Material Tests

All material for plant and equipment to be installed under this Sub-contract shall be tested, unless otherwise directed, in accordance with the relevant B.S Specification concerned.

For materials where no B.S. Specification exists, tests are to be made in accordance with the best modern commercial methods to the approval of the Engineer, having regard to the particular type of the materials concerned.

The Sub-contractor shall prepare specimens and performance tests and analyses to demonstrate conformance of the various materials with the applicable standards.

If stock material, which has not been specially manufactured for the plant and equipment specified is used, then the Sub-contractor shall submit satisfactory evidence to the Engineer that such materials conform to the requirements stated herein in which case tests of material may be partially or completely waived.

Certified mill test reports of plates, piping and other materials shall be deemed acceptable.

1.08.3 Manufactured Plant and Equipment – Work Tests

The rights of the Engineer relating to the inspection, examination and testing of plant and equipment during manufacture shall be applicable to the Insurance Companies or Inspection Authorities so nominated by the Engineer.

The Sub-contractor shall give two week's notice to the Engineer of the manufacturer's intention to carry out such tests and inspections.

The Engineer or his representative shall be entitled to witness such tests and inspections. The cost of such tests and inspections shall be borne by the Sub-contractor.

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

Plant and equipment which is shipped before the relevant test certificate has been approved by the Engineer shall be shipped at the Sub-contractor's own risk and should the test and inspection certificates not be approved, new tests may be ordered by the Engineer at the Sub-contractor's expense.

1.08.4 Pressure Testing

All pipework installations shall be pressure tested in accordance with the requirements of the various sections of this Specification. The installations may be tested in sections to suit the progress of the works but all tests must be carried out before the work is buried or concealed behind building finishes. All tests must be witnessed by the Engineer or his representative and the Sub-contractor shall give 48 hours notice to the Engineer of his intention to carry out such tests.

Any pipework that is buried or concealed before witnessed pressure tests have been carried out shall be exposed at the expense of the Sub-contractor and the specified tests shall then be applied.

The Sub-contractor shall prepare test certificates for signature by the Engineer and shall keep a progressive and up-to-date record of the section of the work that has been tested.

1.09 **Colour Coding**

Unless stated otherwise in the Particular Specification, all pipework shall be colour coded in accordance with the latest edition of B.S 1710 and to the approval of the Engineer or Architect.

1.10 **Welding**

1.10.1 Preparation

Joints to be made by welding shall be accurately cut to size with edges sheared, flame cut or machined to suit the required type of joint. The prepared surface shall be free from all visible defects such as lamination, surface imperfection due to shearing or flame cutting operation, etc., and shall be free from rust scale, grease and other foreign matter.

1.10.2 Method

All welding shall be carried out by the electric arc processing using covered electrodes in accordance with B.S. 639.

Gas welding may be employed in certain circumstances provided that prior approval is obtained from the Engineer.

1.10.3 Welding Code and Construction

All welded joints shall be carried out in accordance with the following Specifications:

a) Pipe Welding

All pipe welds shall be carried out in accordance with the requirements of B.S.806.

b) General Welding

All welding of mild steel components other than pipework shall comply with the general requirements of B.S. 1856.

1.10.4 Welders Qualifications

Any welder employed on this Sub-contractor shall have passed the trade tests as laid down by the Government of Kenya.

The Engineer may require to see the appropriate to see the appropriate certificate obtained by any welder and should it be proved that the welder does not have the necessary qualifications the Engineer may instruct the Sub- contractor to replace him by a qualified welder.

SECTION E

PARTICULAR SPECIFICATIONS

FOR

SAUNA, STEAM BATH

AND GYMN EQUIPMENT

1.0 ***PARTICULAR SPECIFICATIONS FOR THE SAUNA***

1.1 ROOM PREPARATION

- Room Dimensions-3.4 x 3.7 x 2.4 metres.
- The room to have lime plastered walls, roof and floor with the necessary electrical conduiting.
- Provide an air inlet size 300x150mm, 100mm above floor, and an air outlet 350x150 mm, 2m above floor finish.
- Insulate the walls with 30mm thick felted mineral wool of thermal conductivity of 0.039w/m^2 and density 50Kg/m^2.
- Cover the insulation with a vapour seal, one that can withstand temperatures of up to 120°C before applying a wall plaster.

1.2 ROOM INTERIORS

- Finish the roof and walls with high quality 4.0" by 1.0" general grade tongued and grooved cedar with Cyprus support timber. Nailing to be secret.
- Finish the floor with non-slip "SAJ-CERAMICS" floor tiles.
- Fix twin tier benches made from high grade cedar, tongued and grooved, with carefully contoured seating slats and spacing not more than 10mm. Each bench to have a backrest.
- Install Cedar skirting panels to screen gaps between the benches and the floor.
- The door to be of TNG with a 4.0" by 8.0" glass opening and having an automatic closer and wooden handles. It shall open externally and should be fixed such that it shall have no self locking action when in place.

1.3 SAUNA HEATER

- To have an output of 16Kw, installed 100mm above the air intake ventilation opening.
- Operated automatically from a control panel placed outside the sauna room.
- The control panel to have duty & standby functions with a timer, a temperature dial gauge with auto & manual on/off options, pilot lamps to indicate stand by and operating modes and thermostatic sensor for temperature control.
- Preferably place heater on wall with door.
- Must have an all- over thermosafe covering to ensure low surface temperature (maximum 40°C on front and sides of the heater).
- The control panel shall be compatible and connectable to building management system (BMS) and should be programmed by the manufacturer for this function. The control panel shall be clearly marked indicating the number and type of the signals it shall receive/send from/to the BMS and any other special communication between the functioning of the system and the BMS.
- The unit shall be as "Tylo" or approved equivalent.

1.4 SAUNA ACCESSORIES

- Hygrometer-to control Relative humidity.
- Dial Thermometer;-placed within the sauna room, gauge range $0^{o}C$-$120^{o}C$
- Sauna Light fittings.
- Bucket
- Ladle
- Hourglass
- Stones
- Robe hooks
- Towel rail
- Sauna plaque
- Vent grille and hatch.
-

  All Sauna accessories to be as “Tylo” or equal and approved.

1.5 ELECTRICAL REQUIREMENTS

- Earthed 3 phase power terminating through an isolator/switch, on an external wall. This then is taken to the control panel sited at 1.5 to 1.7 metres above floor level. From the control panel its connected to the heater.

2.0 ***PARTICULAR SPECIFICATIONS FOR THE STEAM BATH***

2.1 ROOM PREPARATION

- Room Dimensions-3.4 x 3.7 x 2.4 metres.
- The room to have lime plastered walls, roof and floor with a 100mm diameter, waste water outlet and necessary electrical conduiting. The roof should be casted domed (or sloped) with the edges at 2.10m from the floor and centre about 2.3m.The floor to slope towards the waste outlet, preferably sited below the centre of steam room.
- Provide an air inlet vent of 6.0mm beneath the door. An air outlet 2.5m above floor finishes diagonally across and discharges to the atmosphere, but positioned in a manner not to allow wind backlash.
- Insulate the walls with 30mm thick felted mineral wool of thermal conductivity of 0.039w/m^2 and density 50Kg/m^2.
- Cover the insulation with chicken wire reinforced plaster with a heat resistant vapour seal (one that can withstand temperatures of up to 120°c). Apply a final wall plaster.

2.2 ROOM INTERIORS

- Finish the walls, floor and roof with “SAJ-CERAMICS”. Floor tiles to be non-slip.
- Fix single/twin tier concrete block benches finished with non-slip “SAJ CERAMICS” tiles.
- The door to be of tempered safety glass with handles and frame of natural plain/gold anodized Aluminium with magnetic strips for a tight seal.

2.3 STEAM GENERATOR.

- To have an output of 18Kw and be permanently connected to water and electricity supplies.
- A control panel positioned outside the steam room electrically linked with a sensor fitted in the steam room.
- To be complete with drainage pipe, steam hose, and a steam jet, steam head with built in container for liquid essences.
- Positioned in a ***steam generator room*** or in a well ventilated ***cabinet***, positioned outside the steambath room. The generator room to have a provision of a 25mm diameter softened water supply pipe from a separate water tank, minimum capacity 400 Litres, positioned so as to give a minimum head of 3metres. The water supply to terminate with a gate valve. The room to also have provision for drainage, to take care of automatically emptied/flashed water, done after every bath.
- The generator to have an electronic water level indicator, a built-in low water level cut-off safety switch, temperature cut-off and water filters.
- Steam head into the room to be installed 200mm above floor level. The jet steam to be directed to travel horizontally below the seat.

- Steam outlet to slope gently into the steam room and be concealed beneath a bench.
- The control panel shall be compatible and connectable to building management system (BMS) and should be programmed by the manufacturer for this function. The control panel shall be clearly marked indicating the No. and type of the signals it shall receive/send from/to the BMS and any other special communication between the functioning of the system and the BMS.
- The generator shall be as “Tylo” or approved equivalent.

2.4 STEAM BATH ACCESSORIES

- Decalcifier; - installed between the mains water supply and the generator.
- Wall mounted lights;-low voltage (12V) with provision for transformer installation.
- On/off switch;-for the lights positioned outside the room next to the control panel.
- Steam bath lights transformer
- Thermometer;-placed inside room.
- Hourglass

All steam bath accessories to be as “Tylo” or equal and approved.

2.5 ELECTRICAL REQUIREMENTS

Earthed 3phase power supply terminated into an **ELCB** placed in front of the room next to the control panel, which on the other hand is electrically connected to the sensor inside the room. Same power taken to the generator and its control panel.

3.0 ***PARTICULAR SPECIFICATIONS FOR GYMNASIUM EQUIPMENT***

3.1 TREADMILL

The unit shall be electrically powered with 240V, 50Hz and 3Kw motor with motor controller. The treadmill speed range is 0.8 - 26 kph and the running surface shall be 510x1520mm with external dimensions of 2110x940x1670mm.

It shall be supplied complete with the following specifications:

- Lubricant infused belt system
- Advanced belt tracking system
- Belt and deck system
- 8No. large shock absorbers i.e. 4No. extra large and 4No. large shock absorbers.
- Overmolded tubular steel ergo bars (handlebars and handrails).
- Proactive belt wear notification
- Stride sensor which detects when there is a user on belt.
- E^3 integrated LCD system with Touch Screen Technology complete with:
    - FM radio-ready
    - 180 TV channels
    - Workout landscape perspectives
    - Pace goal technology
- Heart rate monitoring system with digital hand sensor and Polar telemetry with chest strap.
- 28No. workouts including:
    - Manual and quick starts
    - Zone training heart rate workouts
    - Interval workouts
    - 6No. custom workouts
    - Fitness test protocols
    - Customized cool down
- Display readout details indicating:
    - Elapsed time, speed, distance, incline, calories burned, calories per hour, heart rate and distance climbed
    - Watts, METs custom messaging
    - Workout profile
    - Time in zone
    - Language choices.
- 130mm precision crowned steel rollers in front and back.
- -3% to 15% equipment elevation.
- Maximum user weight is 181kg.
- The unit shall be of welded steel frame, roller lift wheels and rear levellers.

The unit to be as “Lifefitnes 97Te” or approved equivalent.

3.2 CROSS TRAINER

The unit shall be self powered with a maximum user weight of 160kg and external dimensions of 2150x670x1625mm.

It shall be supplied complete with the following specifications:

- 510mm stride length with Fit Stride Technology.
- 26 resistances levels
- Overmolded tubular steel ergo bars (handlebars and handrails).
- E^3 integrated LCD system with Touch Screen Technology complete with:
    - FM radio-ready
    - 180 TV channels
    - Workout landscape perspectives
    - Pace goal technology
- Heart rate monitoring system with digital hand sensor and Polar telemetry with chest strap.
- 30No. workouts including:
    - Manual and quick starts
    - Zone training heart rate workouts:-cardio, fat burn, heart rate hill, heart rate interval, extreme heart rate.
    - Interval workouts:-hill, random, around the world, cascades, foothills, interval, Kilimanjaro, speed training, cross training aerobic and cross train reverse workout modes.
    - Cross train aerobics and cross train reverse
    - Goal workouts:-calories, distance, time, time in zone.
    - 6No. custom workouts
    - Fitness test protocols
    - Customized cool down
- Display readout details indicating:
    - Elapsed time, speed, distance, total calories burned, calories burned per hour, heart rate and distance climbed
    - Watts, METs and resistance level.
    - 13No. different Language choices.
- The unit shall be of welded steel frame.

The unit to be as “Lifefitnes 95Xe” or approved equivalent.

3.3 UPRIGHT BIKE

The unit shall be self powered with 600W resistance and maximum user weight of 181kg. The external dimensions are 1220x610x1370mm.
It shall be supplied complete with the following specifications:

- Overmolded tubular steel ergo bars (handlebars and handrails).
- E^3 integrated LCD system with Touch Screen Technology complete with:
    - FM radio-ready
    - 180 TV channels
    - Workout landscape perspectives
    - Pace goal technology
- Heart rate monitoring system with digital hand sensor and Polar telemetry with chest strap.
- Networking capabilities.
- Stationary programming.
- Plug-in accessories.
- Integrated reading rack and accessories.
- Comfortable curve ergonomic seat with 27No. ratcheting height seat adjustments.
- 11No. wide ride pedal adjustments.
- Deluxe racing handlebars.
- Front wheels for easy mobility.
- 29No. workouts including:
    - Manual and quick starts.
    - Zone training heart rate workouts:-cardio, fat burn, heart rate hill, heart rate interval, extreme heart rate.
    - Interval workouts:-hill, random, around the world, cascades, foothills, interval, Kilimanjaro and speed training.
    - Goal workouts: - Watts, calories, distance and time in zone.
    - 6No. custom workouts
    - Fitness test protocols:- fit test, air force PRT.
    - Aerobic trainer.
    - Customized cool down.
- Display readout details indicating:
    - Elapsed time, distance, total calories burned, workout profile, RPM, calories burned per hour, heart rate and distance climbed
    - Watts, METs and resistance level.
    - 13No. different Language choices.
- The unit shall be of welded steel frame.

The unit to be as “Lifefitnes 95Ce” or approved equivalent.

3.4 RECUMBENT BIKE

The unit shall be self powered with 500W resistance and maximum user weight of 181kg. The external dimensions are 1370x660x1300mm.

It shall be supplied complete with the following specifications:

- Overmolded tubular side and front handlers.
- E^3 integrated LCD system with Touch Screen Technology complete with:
    - FM radio-ready
    - 180 TV channels
    - Workout landscape perspectives
    - Pace goal technology
- Heart rate monitoring system with digital hand sensor and Polar telemetry with chest strap.
- Networking capabilities.
- Integrated reading rack and accessories holder.
- Comfortable curve ergonomic deluxe back support and seat.
- 11No. wide ride pedal adjustments.
- Deluxe racing handlebars.
- Front wheels for easy mobility.
- Stationary programming.
- On-the-fly programming.
- 26No. resistance levels.
- 29No. workouts including:
    - Manual and quick starts.
    - Zone training heart rate workouts:-cardio, fat burn, heart rate hill, heart rate interval, extreme heart rate.
    - Interval workouts:-hill, random, around the world, cascades, foothills, interval, Kilimanjaro and speed training.
    - Goal workouts:- Watts, calories, distance and time in zone.
    - 6No. custom workouts
    - Fitness test protocols:- fit test, air force PRT.
    - Aerobic trainer.
    - Customized cool down.
- Display readout details indicating:
    - Elapsed time, distance, total calories burned, workout profile, RPM, calories burned per hour, heart rate and distance climbed
    - Watts, METs and resistance level.
    - 13No. different Language choices.
- The unit shall be of welded steel frame.

The unit to be as “Lifefitnes 95Re” or approved equivalent.

3.5 STAIR CLIMBER

The unit shall be self powered with a maximum user weight of 160kg. The external dimensions are 1270x820x1640mm.

It shall be supplied complete with the following specifications:

- Overmolded ergonomically designed tubular handlebars for support and proper upright position.
- E^3 integrated LCD system with Touch Screen Technology complete with:
    - FM radio-ready
    - 180 TV channels
    - Workout landscape perspectives
    - Pace goal technology
- Heart rate monitoring system with digital hand sensor and Polar telemetry with chest strap.
- Networking capabilities.
- Integrated reading rack and accessories holder.
- Isotrack climbing system
- Oversized non-slip pedals.
- Front wheels for easy mobility.
- On-the-fly programming.
- 21No. resistance levels.
- 26No. workouts including:
    - Manual and quick starts.
    - Zone training heart rate workouts: - cardio, fat burn, heart rate hill, heart rate interval, extreme heart rate.
    - Interval workouts: - hill, random, around the world, cascades, foothills, interval, Kilimanjaro and speed training.
    - Goal workouts: - Watts, METs, calories, distance and time in zone.
    - 6No. custom workouts
    - Fitness test protocols.
    - Customized cool down.
- Display readout details indicating:
    - Elapsed time, total calories burned, workout profile, floors per minute, total floors climbed, calories burned per hour and heart rate.
    - Watts, METs and resistance level.
    - 13No. different Language choices.
- The unit shall be belt driven with a mono-roller system joined to a welded steel frame.

The unit to be as “Lifefitnes 95Se” or approved equivalent.

3.6 SUMMIT TRAINER

The unit shall be self powered with a maximum user weight of 182kg. The external dimensions are 1730x840x1850mm.

It shall be supplied complete with the following specifications:

- Overmolded ergonomically correct moving tubular handlebars for total body workout.
- E³ integrated LCD system with Touch Screen Technology complete with:
    - FM radio-ready
    - 180 TV channels
    - Workout landscape perspectives
    - Pace goal technology
- Heart rate monitoring system with digital hand sensor and Polar telemetry with chest strap.
- Networking capabilities.
- Integrated reading rack and accessories holder.
- Linear incline fit training technology with 660mm stride length.
- Support handlers.
- Oversized non slip pedals.
- Front wheels for easy mobility.
- On-the-fly programming.
- 26No. resistance levels.
- 27No. workouts including:
    - Classic workouts: - hill, random, manual and quick start.
    - Zone training heart rate workouts:-cardio, fat burn, heart rate hill, heart rate interval, extreme heart rate.
    - Interval workouts: - around the world, cascades, foothills, interval, Kilimanjaro and speed training.
    - Cross train aerobics workout mode.
    - Goal workouts: - calories, distance and time in zone.
    - 6No. custom workouts
    - Fitness test protocols.
    - Customized cool down.
- Display readout details indicating:
    - Elapsed time, total calories burned, speed, workout profile, RPM, calories burned per hour, heart rate, distance.
    - Watts, METs and resistance level.
    - 13No. different Language choices.
- The unit shall be belt driven with a mono-roller system joined to a welded steel frame.

The unit to be as "**Lifefitnes 95Le**" or approved equivalent.

3.7 CONCEPT 2 ROWER

It unit shall be supplied complete with the following specifications:

- The dimensions the unit are 2415x610mm with seat height of 510mm.
- Maximum user weight of 225kg
- It includes Performance Monitor (PM4).
- One-piece leg design which offers stability and a solid feel.
- Nickel-plated chain for low-maintenance and a clean look.
- Fully enclosed chain housing to keep the chain cleaner.
- Powder-coated frame sealed with a clear top coat for extra durability.
- Light metallic grey finish with dark blue-grey accents.
- Long monitor arm to allow the Performance monitor to be within easy reach.
- Flywheel shall be designed to minimize noise and to maximize smooth feel of rowing on the water.
- Easy spiral damper to control feel of each pull.
- Ergonomic handle to promote natural arm and hand position.
- Aluminium rail capped with a stainless-steel track for smooth movement of the seat.
- Footrests to adjust for quick and easy sizing.
- Caster wheels to make it mobile.
- Performance monitor with one LogCard and Rechargeable Battery Pack
- USB Connection Cable
- CD with performance monitor Compatible Software
- Heart Rate Chest Belt Transmitter
- Slide to on-water glides for two people.

The unit to be as “Model E Indoor Rower Concept2” or approved equivalent.

3.8 STRENGTH EQUIPMENT

The equipment shall be supplied and installed complete with the following specifications:

- **Frames**

  3mm welded steel frame of high structural integrity and each frame shall have an electrostatic powder coating finish which ensures maximum adhesion and durability.

- **Cushioning**

  The cushions shall be contoured to utilize the molded frame for superior comfort and durability. They shall be made of leather material and black in colour or any other colour as shall be approved by the Project Engineer.

- **Instructional Placards**

  There shall be easy-to-follow instructions illustrating proper use and muscles trained complete with wall chart included for additional guidance.

- **Shrouds**

  Each weight stack is protected with standard shrouds to improve facility safety and to have full rear and partial front shrouds.

- **Weight Plates and Guide Rods**

  The guide rods shall be chrome-plated to enable free floating movement of weight plates for ultra smooth motion.

  The steel selector shaft shall be cold-rolled and precision-machined to provide smooth, quiet function and maintain correct alignment in the weight stack during exercise movement.

- **Cables and Pulleys**

  They shall be internally-lubricated with steel aircraft nylon coated to 5mm to deliver smooth performance. The 110mm and 150mm diameter fiberglass-impregnated nylon pulleys shall have sealed bearings. They shall also have one tool-threaded cable adjustment on the top weight to allow for easy adjustments and keep cables tensioned correctly.

- **Hand Grips**

  Hand grips on selectorized duals shall be durable rubber compound that is wear and tear resistant.

  Dual Adjustable Pulley hand grips shall be durable urethane composite material and wear and tear resistant.

- **Multi jungle with 4-stacks and handle/accessory**

  The unit shall be cable motion type with four different training stations. The stations shall be: adjustable pulley, low row, triceps pushdown and lat pulldown.

  The handle and accessories rack shall include six chrome hooks and two storage hooks to hold accessories.

- **Warranty**

  The units shall come complete with 10 years warranty on the structural frame (coatings excluded); 5 years on the pulleys, weight plates and guide rods; 12months on the upholstery springs and any item not specified.

- The equipment shall be as follows:

ITEM	EQUIPMENT	TOTAL WEIGHT (Kg)	WEIGHT STACK (Kg)	DIMENSIONS L x W x H (mm)
1	Lat pull down/Raise	218	95	1680x1270x2240
2	Dual adjustable pulley	308	2x73	1130x1410x2250
3	Multi-press	241	95	2180x1220x1800
4	Triceps curl	189	95	1300x610x1930
5	Biceps curl	189	95	1300x610x1930
6	Pectoral fly/ Rear Deltoid	263	138	1240x1420x1800
7	Chest press	254	138	1040x1450x1630
8	Leg press/ calf extension	232	95	1940x1050x2160
9	Leg curl	217	95	1650x970x1800
10	Leg extension	217	95	1650x970x1800
11	Hip abductor/ adductor	235	95	1650x970x1800
12	Assisted dip chin	298	82	1180x1130x2200
13	Abdominal back extension	222	73	1340x1120x1790
14	Smith machine	139		1450x1780x2300
15	Multi-jungle (4-stack) with handle and accessories rack			3640x1880x2390

3.9 BENCHES, FREE WEIGHTS AND BARS

The benches shall be supplied and installed complete with the following specifications:

- **Frames**

  3mm welded steel frame of high structural integrity and each frame shall have an
  electrostatic powder coating finish which ensures maximum adhesion and durability.

- **Cushioning**

  The cushions shall be contoured to utilize the molded frame for superior comfort and durability. They shall be made of black leather material or any other color as shall be approved by the Project Engineer.

- **Hand Grips**

  Hand grips on selectorized duals shall be durable rubber compound that is wear and tear resistant.
  Dual Adjustable Pulley hand grips shall be durable urethane composite material and wear and tear resistant.

- **Weight plates**

  The weight plates should be Olympic type with a rubber coating and grips. The should also be able to fit 50 mm Olympic Bars

- **Dumbbells**

  The dumbbells should be both
  1) High density rubber coated dumbbells should be hex type to ensure anti roll. The handle should be chrome, knurled and Ergonomic
  2) Urethane dumbbells

  The quantity should be as specified in the financial

- **Barbells**

  The barbell should be as stated in the financial
  1) 7ft Olympic Bar with shafts of steel and chromed sleeves
  2) 4ft Olympic curl Bar made of solid steel with a chrome plated finish

- **Warranty**The units shall come complete with 10 years warranty on the structural frame (coatings excluded); 5 years on the pulleys, weight plates and guide rods; 12months on the upholstery springs and any item not specified.

- The benches shall be as follows:

ITEM	EQUIPMENT	TOTAL WEIGHT (Kg)	DIMENSIONS L x W x H (mm)
1	Adjustable decline abdominal bench	57	1550x1120x810
2	Multi-adjustable bench	57	1350x810x1140
3	Olympic flat bench	68	1300x1245x1300
4	Olympic incline bench	84	1170x800x420
5	Olympic decline bench	95	1300x1730x1300

4.0 TESTING AND COMMISSIONING

Unless otherwise indicated tests shall be carried out in accordance with the appropriate BS or CP. Test certificates for works tests, site tests and tests required by BS shall be submitted in duplicate to the Engineer.
Where an individual inspection or tests take place outside the site of the works representatives of the Engineer will be required to be present.

Unless otherwise indicated the contract shall include the cost of all tests, necessary instruments, plant supervision and labour both at work and on site. The accuracy of the instruments shall be demonstrated where so directed by the Engineer.

The site test shall be of at least six hours duration. Any defects or workmanship, materials and performance maladjustments or other irregularities which become apparent during the tests shall be rectified by the supplier at his expense and the tests shall be repeated at his expense to the satisfaction of the Engineer.

The contractor's representative present at the site tests shall be fully conversant with the operation of the thermostatic controls and shall be expected to explain the operation and safety controls forming part of the installation to the employer's representatives.

SECTION F

BILLS OF QUANTITIES

AND

SCHEDULE OF UNIT RATES

(UNDER FINANCIAL TENDER DOCUMENT)

SECTION G

TECHNICAL SCHEDULE OF ITEMS TO BE SUPPLIED

CONTENTS

CLAUSE No.		PAGE
1.	GENERAL NOTES TO THE TENDERER……	G-1
2.	TECHNICAL SCHEDULE……	G-2

GENERAL NOTES TO THE TENDERER

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

b) The tenderer shall also **submit separate comprehensive descriptive and performance details** for all plant apparatus and fittings, as described in the technical schedule.

c) Completion of the technical schedules shall not relieve the contractor from complying with the requirements of the specification except as may be approved by the Engineer.

TECHNICAL SCHEDULES

ITEM No.	Description	Country of origin	Manufacturer	Model / Make
A	10.7Kw Sauna heater			
B	12Kw steam generator			
C	Treadmill			
D	Concept 2 rower			
E	Summit trainer			
F	Cross trainer			
G	Recumbent bike			
H	Upright bike			
I	Stair climber			
J	Lat pull down / raise			
K	Dual adjustable pulley			
L	Multi – press			
M	Biceps / Triceps extension			
N	Biceps / Triceps curl			
O	Pectoral fly			
P	Chest press			
Q	Leg press / calf extension			
R	Seated Leg press			
S	Leg curl			
T	Leg extension			
U	Abdominal back extension			
V	Hip abductor / adductor			
W	Assisted dip chin			
X	Smith machine			
Y	Spin Bikes			
Z	Multi jungle cable motion			
AA	Shoulder press			
AB	Lateral Raise			
AC	Seated Row			

A	Fixed Benches(flat ,incline, decline)			
B	Multi –Adjustable bench			
C	Barbell / Hex dumbbell rack			
D	Weight tree			
E	Hex dumbbells			
F	Urethane dumbbells			
G	Olympic Weight plates			
H	7 feet barbell			
I	4 feet EZ –curl bar			
J	Barbell clamp collars			
K	Lat-bars/angled bar/triceps bar			

SECTION H:

DRAWING SCHEDULE

MECHANICAL SERVICES DRAWINGS

Mechanical services drawings are available for viewing at Electrical/Mechanical Engineer's offices located along Jabavu road, PCEA flats (Block G), during normal working hours (8 a.m – 5 p.m)

SECTION I:

STANDARD FORMS

NOTE:

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

STANDARD FORMS

CONTENTS

FORM		PAGE
1.	PERFORMANCE BANK GUARANTEE……	I-1
2.	TENDER QUESTIONNAIRE……	I-2
3.	CONFIDENTIAL BUSINESS QUESTIONNAIRE……	I-3 to I-4
4.	KEY PERSONNEL……	I-5
5.	CONTRACTS COMPLETED IN THE LAST FIVE (5) YEARS.	I-6
6	SCHEDULE OF ON-GOING PROJECTS……	I-7
7	FINANCIAL REPORTS FOR THE LAST TWO YEARS	I-8
8	EVIDENCE OF FINANCIAL RESOURCES……	I-9
9	NAME OF THE BANKERS……	I-10
10	STATEMENT OF COMPLIANCE……	I-11
11	LITIGATION HISTORY……	I-12
12	SCHEDULE OF CONTRACTORS EQUIPMENT AND TRANSPORT……	I-13

PERFORMANCE BANK GUARANTEE

To:
The Clerk of the Senate/The Secretary,
The Parliamentary Service Commission,
P. O. Box 41842,
NAIROBI.

Dear Sir,

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

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized 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 there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any change, addition, or modification.

This guarantee shall be valid until the date of issue of the Certificate of Completion.
SIGNATURE AND SEAL OF THE GUARANTOR ……..

Name of Bank ……. Address
……Date
……

TENDER QUESTIONNAIRE

Please fill in block letters.

1. Full names of Tenderer:

   ……

2. Full address of Tenderer to which tender correspondence is to be sent (unless an agent has been appointed below):

   ……

3. Telephone number (s) of Tenderer:

   ……

4. Telex/Fax Address of Tenderer:
   ……

5. Name of Tenderer's representative to be contacted on matters of the tender during the tender period:
   ……

6. Details of Tenderer's nominated agent (if any) to receive tender notices. This is essential if the Tenderer does not have his registered address in Kenya (name, address, telephone, telex):

   ……

   ……

_____
Signature of Tenderer

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 – General

Business Name ……

Location of business premises: Country/Town…….

Plot No…… Street/Road ……

Postal Address…… Tel No……..

Nature of Business……..

Current Trade Licence No…… Expiring date……

Maximum value of business which you can handle at any time:
Kenya Shillings……

Name of your bankers……

Branch……

Part 2 (a) – Sole Proprietor

Your name in full…… Age……

Nationality…… Country of Origin……

Citizenship details ……

Part 2 (b) – Partnership

Give details of partners as follows:

	Name in full	*Nationality*	*Citizenship Details*	*Shares*
1.	……	……	……..	……..
2.	……	……	……..	……
3.	……	……	……	……
4.	……	……	……	……

Part 2(c) – Registered Company

Private or Public ……

State the nominal and issued capita of the company:

Nominal KShs. ……..

Issued KShs. ……..

Give details of all directors as follows:

	Name in full	*Nationality*	*Citizenship Details**	*Shares*
1.	……..	……	……..	……..
2.	……..	……	……..	……..
3.	……..	……	……..	……..
4.	……..	……	……..	……..

Part 2(d) Interest in the Firm:

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

I certify that the above information is correct.

……..	…….	…….
Title	Signature	Date

* *Attach proof of citizenship*

KEY PERSONNEL

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

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

I certify that the above information is correct.

…….. ……... ……. ……... ……

Title Signature Date

CONTRACTS COMPLETED IN THE LAST FIVE (5) YEARS

Work performed on works of a similar nature and volume over the last five years.

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

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

……. ……. …….

Title Signature Date

SCHEDULE OF ON-GOING PROJECTS

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

PROJECT **NAME**	NAME OF CLIENT	**CONTRACT SUM**	**% COMPLETE**	**COMPLETION DATE**

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

…….. …….. ……..

Title Signature Date

FINANCIAL REPORTS FOR THE LAST TWO YEARS (2014, 2015)
(Balance sheets, Profits and Loss Statements, Auditor's reports, etc.
List below and attach copies)

1. ._____.

2. ._____.

3. ._____.

4. ._____.

5. ._____.

6. ._____.

7. ._____.

8. ._____.

9. ._____.

10 ._____.

EVIDENCE OF FINANCIAL RESOURCES TO MEET QUALIFICATION REQUIREMENTS
(Cash in Hand, Lines of credit, e.t.c. List below and attach copies of supportive documents.)

1. ._____.

2. ._____.

3. ._____.

4. ._____.

5. ._____.

6. ._____.

7. ._____.

8. ._____.

9. ._____.

10 ._____.

NAME, ADDRESS AND TELEPHONE, TELEX AND FACSIMILE OF BANKS
(This should be for banks that may provide reference if contacted by the employer)

NAME	ADDRESS	TELEPHONE	TELEX	FACSIMILE

STATEMENT OF COMPLIANCE

a) I confirm compliance with all clauses of the General Conditions, General Specifications and Particular Specifications in this tender.

b) I confirm I have not made and will not make any payment to any person, which can be perceived as an inducement to win this tender.

Signed: ……*for and on behalf of the Tenderer*

Date: ……..

Official Rubber Stamp: ……

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

1. ._____.

2. ._____

3. ._____.

4. ._____.

5. ._____.

6. ._____.

7. ._____.

8. ._____.

9. ._____.

10 ._____.

SCHEDULE OF CONTRACTORS EQUIPMENT AND TRANSPORT

ITEM	SERIAL No./ REGISTRATION NUMBER	DESCRIPTION (MAKE AND AGE (Years))	CONDITION (New, good, poor) and number available	OWNED, LEASED (From whom?), or to be purchased (From whom?)

REPUBLIC OF KENYA

PARLIMENTARY SERVICE COMMISSION

PROPOSED MULTI STOREY OFFICE BLOCK
FOR KENYA NATIONAL ASSEMBLY

W.P. ITEM NO. D29 NB/ NB 901 –JOB NO. 7753C

2. FINANCIAL TENDER DOCUMENT

BILLS OF QUANTITIES

TENDER NO. PSC/015/2016-2017

FOR

SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF SAUNA, STEAM BATH AND GYMNASIUM EQUIPMENT INSTALLATIONS.

ARCHITECT
Chief Architect
Ministry of Transport, Infrastructure, Housing and Urban Development.
P.o. Box 30743– 00100
NAIROBI.

QUANTITY SURVEYOR
Chief Quantity Surveyor
Ministry of Transport, Infrastructure, Housing and Urban Development.
P.o. Box 30743– 00100
NAIROBI.

ENGINEER (STRUCTURAL)
Chief Engineer (Structural)
Ministry of Transport, Infrastructure, Housing and Urban Development.
P.o. Box 30743– 00100
NAIROBI.

ENGINEER (MECHANICAL)
Chief Engineer -Mechanical (BS)
Ministry of Transport, Infrastructure, Housing and Urban Development.
P.o. Box 41191– 00100
NAIROBI.

ENGINEER (ELECTRICAL)
Chief Engineer - Electrical (BS)
Ministry of Transport, Infrastructure, Housing and Urban Development.
P.o. Box 41191– 00100
NAIROBI.

PROJECT CONSULTANTS

CONSULTING ARCHITECT
Mutiso Menezes International
P. o. Box 44934 - 00100
NAIROBI.

CONSULTING QUANTITY SURVEYOR
Quantech Consultancy
P. o. Box 44660 – 00100
NAIROBI.

CONSULTING ELECT. AND MECH. ENGINEER
Mecoy Consultants Limited.
P.o. Box 20198-00200
NAIROBI.

CONSULTING (STRUCTURAL & CIVIL) ENGINEER.
Wanjohi Consulting Engineers
P.o Box 21714 - 00505
NAIROBI.

CLIENT
The Parliamentary Service Commission
P.O. BOX 41842– 00100
NAIROBI.

FEBRUARY, 2017

TABLE OF CONTENTS

TITLE **PAGE**

Form of tender..... (v)

SECTION F: Bills of Quantities & Schedule of unit rates..... F-1-F-16

FORM OF TENDER

To: The Clerk of the Senate/The Secretary,
Parliamentary Service Commission,
P. O. Box 41842,
NAIROBI

Dear Sir,

The works consists of the Supply, Delivery, Installation, Testing and Commissioning of Sauna, Steam Bath and Gymnasium Equipment Installations at the Proposed Multi Storey Office Block for Kenya National Assembly.

1. In accordance with the Instructions to Tenderers, Conditions of Contract, Specifications and Bills of Quantities for the execution of the above named Works, we, the undersigned offer to 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 Employer's Representative's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Conditions of Contract.

3. We agree to abide by this tender for **a period of 120 days from the date of tender opening** and shall remain binding upon us and may be accepted at any time before that date.

4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us.

5. We understand that you are not bound to accept the lowest or any tender we may receive.

6. We submit the Name of …… as Surety who has signed the form attached and is willing to be bound to the Main Contractors in an amount equal to 10% of the sub-contract amount for the due performance of the sub-contract up to the date of completion of the works and who will when and if called upon sign a Bond to the offset without limitations on the same day as the Sub-contract Agreement is signed but in the event the surety name is not approved we agree to furnish within 7 days another surety to your approval.

7. We agree in the event of your acceptance of this Tender, to execute the formal Sub-contract Agreement within Seven (7) days from notification of acceptance.

   Dated this …….. day of ……20…..

   Signature ……in the capacity of …….

   duly authorized to sign tenders for and on behalf of:

   …….. ***[Name of*** **Tenderer**]

   of……..[***Address of Tenderer]***

   PIN No. ……..

   VAT CERTIFICATE No. …….
   Witness: Name …….

   Address …….

   Signature …….

NB: Tenderers are required to attach the surety under taking, dully signed by the surety, to this form of tender.

SECTION F

BILLS OF QUANTITIES

AND

SCHEDULE OF UNIT RATES

BILLS OF QUANTITIES AND SCHEDULE OF UNIT RATES

CONTENTS

CLAUS E No.		PAGE
1.	GENERAL NOTE TO TENDERERS…….	(i)
2.	STATEMENT OF COMPLIANCE……..	(ii)
3.	PRICING OF PRELIMINARIES AND GENERAL ITEMS ……..	(iii)
4.	BILLS OF QUANTITIES ……	F-1 – F-14
5.	SUMMARY PAGE……..	F-15
6.	SCHEDULE OF UNIT RATES……..	F-16

1. General Note to Tenderers

1.1 The total of the prices in the summary of prices shall include for the whole of the Contract works in accordance with the specifications as defined before and shall be carried forward to Form of Tender.

1.2 Any prices omitted from any item, section or part of the price schedule shall be deemed to have included in another item, section or part.

1.3 The prices shall include for all obligations under the Contract including and not limited to:

a) Supply of any materials, equipment, apparatus, fittings, spares and tools

b) Insurance

c) Clearing and forwarding

d) Delivery, handling and storage at site

e) Packing for storage

f) Replacing any defective or damaged item

g) Installation

h) Testing

i) Painting

j) Commissioning

k) Maintenance during the defects liability period

1.4 The unit rates shall include import duty and VAT where applicable, and shall be expressed in Kenya Shillings.

2. Statement of Compliance

a) I confirm compliance with all clauses of the General Conditions, General Specifications and Particular Specifications in this tender.

b) I confirm I have not made and will not make any payment to any person, which can be perceived as an inducement to win this tender.

Signed: …….*for and on behalf of the Tenderer*

Date: ……..

Official Rubber Stamp: ……

PRICING OF PRELIMINARIES AND GENERAL ITEMS.

Prices will be inserted against item of preliminaries in the sub-contractor's Bills of Quantities and specification. 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 and general items

Sub-contractors preliminaries are as per those described in section C – sub-contractor preliminaries and conditions of contract. 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

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.
The unit of measurements and observations are as per those described in clause 3.05 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

SCHEDULE 1 – SUB-CONTRACT

PRELIMINARIES

ITEM	DESCRIPTION	QTY	UNIT	RATE	KSHS	CTS
1	Discrepancies clause 1.02					
2	Conditions of sub-contract Agreement clause 1.03					
3	Payments clause1.04					
4	Site location clause 1.06					
5	Scope of Contract Works clause 1.08					
6	Extent of the Contractor's Duties clause 1.09					
7	Firm price contract clause 1.12					
8	Variation clause 1.13					
9	Prime cost and provisional sum clause 1.14 (insert profit and attendance which is a percentage of expended PC or provisional sum.)					
10	Bond clause 1.15					
11	Government Legislation and Regulations clause 1.16					
12	Import Duty and Value Added Tax clause 1.17(Note this clause applies for materials supplied only. VAT will also be paid by the sub-contractor as allowed in the summary page)					
13	Insurance company Fees clause 1.18					
14	Provision of services by the Main contractor clause 1.19					
15	Samples and Materials Generally clause 1.21					
	SUB-TOTAL CARRIED TO PAGE F -4					

ITEM	DESCRIPTION	QTY	UNIT	RATE	KSHS	CTS
16	Supplies clause 1.20					
17	Bills of Quantities clause 1.23					
18	Contractor's Office in Kenya clause 1.24					
19	Builder's Work clause 1.25					
20	Setting to work and Regulating system clause 1.29					
21	Identification of plant components clause 1.30					
22	Working Drawings clause 1.32					
23	Record Drawings (As Installed) and Instructions clause 1.33					
24	Maintenance Manual clause 1.34					
25	Hand over clause 1.35					
26	Painting clause 1.36					
27	Testing and Inspection – manufactured plant clause 1.38					
28	Testing and Inspection – Installation clause 1.39					
29	Storage of Materials clause 1.41					
30	Initial Maintenance clause 1.42					
	SUB-TOTAL CARRIED TO PAGE F-4					

ITEM	DESCRIPTION	QTY	UNIT	RATE	KSHS	CTS
31	Attendance Upon Tradesmen, etc. (Insert percentage only) clause 1.58					
32	Local and other Authorities notices and fees clause 1.60					
33	Temporary Works clause 1.63					
34	Patent Rights clause 1.64					
35	Mobilization and Demobilization Clause 1.65					
36	Extended Preliminaries Clause 1.66(see appendix on page C- 24)					
37	Supervision by Engineer and Site Meetings Clause 1.67					
38	Allow for profit and Attendance for the above					
39	Amendment to Scope of Sub-contract Works Clause 1.68					
40	Contractor Obligation and Employers Obligation clause 1.69(see appendix page C- 24)					
41	Any other preliminaries;					
	SUB-TOTAL CARRIED TO PAGE F – 4					

ITEM	DESCRIPTION	AMOUNT (KShs)
A	Sub - total brought forward from page F-1	
B	Sub - total brought forward from page F-2	
C	Sub - total brought forward from page F-3	
	TOTAL FOR PRELIMINARIES CARRIED FORWARD TO PRICE SUMMARY PAGE F - 15	

BILL No. 01: SAUNA INSTALLATION

ITEM	DESCRIPTION	QTY	UNIT	RATE (Kshs)	AMOUNT (Kshs)
A	Supply and fix Sauna Insulation and Vapour Seal as per particular specifications. Allow for all the associated builders works.	52	SM		
B	Sauna panelling with first class prime grade cedar timber finish.	52	SM		
C	Sauna Floor Tilling	14	SM		
D	Sauna twin tier Benches (585mm wide)	11	LM		
E	Skirting Panels (380mm wide)	11	LM		
F	Back Rest (270mm wide)	11	LM		
G	Sauna door with frame, automatic closer and wooden handles.	1	No.		
H	Sauna Heater with 16Kw output as "Tylo" or equal and approved	1	Item		
I	Fully Wired Electronic Control Panel for above heater as "Tylo" or equal and approved	1	No.		
J	Hygrometer	1	No.		
K	Dial Thermometer	1	No.		
L	Digital Display/ Audible Signal Thermometer	1	No.		
M	Sauna Light Fittings, 75 watts with shade	6	No.		
N	Stainless Steel Bucket and ladle with wooden handle	1	No.		
O	Towel Rail with knobs for Two Towels	2	No.		
P	Hour glass	1	No.		
Q	Sauna Towel Rack				
R	Robe hooks	2	No.		
S	Sauna plaque	1	No.		
T	Vent grille hatch.	1	No.		
U	Sauna clock	1	No		
V	300 x 300mm aluminium grille fitted with damper	2	No.		
W	200 x 200mm aluminium air extract grille fitted with insect proof wire guard.	1	No.		
X	200mm diameter heavy duty UPVC extract duct	10	LM		
Y	200mm diameter external wall grille	1	No.		
Z	Allow for sauna floor timber slat decking to be used in place of floor tiles	14	SM		
A1	Sauna fragrance dispenser as "Tylo" or equal and approved				
B1	Electrical works including conduiting, trunking, cabling, connections etc Music system for Sauna complete with 2No. heat resistant recessed speakers	1	Item		
C1	Allow for Sauna working and As Built drawings				
D1	Testing and commissioning	1	Item		
	SUB-TOTAL FOR 1No. SAUNA				
	Multiply by 2No. Sauna				X 2
	Total for 2No. Sauna Carried to Price Summary page F-15				

BILL No. 02: STEAM BATH INSTALLATION

ITEM	DESCRIPTION	QTY	UNIT	RATE (Kshs)	AMOUNT (KsHs)
	STEAM BATH **Supply, deliver and install the following**				
A	Ceramic Tiles on Roof, Walls and Floors	63	SM		
B	Supply and fix steam bath Insulation and Vapour Seal as per particular specifications. Allow for all the associated builders works.	63	SM		
C	Steam bath door with Frame, closing devices and handles.	1	No.		
D	Split Level Aluminium Steam Bath Benches (600mm wide)	11	LM		
E	Skirting Panels (380mm wide)	11	LM		
F	18Kw Steam Generator complete with 3No. steam heads. To be as as "Tylo 18VA" or equal and approved.	1	No.		
G	Fully Wired Electronic Control Panel for above with ELCB sensor & voltage regulator.	1	No.		
H	Steam room light fittings as 'Tylo Steam Lighting B' complete with 40w bulb, 24V	6	No.		
I	Step down transformer (240V/12V) for above light.	1	No.		
J	22mm diameter automatic lime Decalcifier with connecting kit.	1	No.		
K	Dial Thermometer	1	No.		
L	Digital Display/ Audible Signal Thermometer	1	No.		
M	Hygrometer	1	No.		
N	Hourglass	1	No.		
O	300 x 300mm aluminium grille fitted with damper	2	No.		
P	200 x 200mm aluminium air extract grille fitted with insect proof wire guard.	1	No.		
Q	500 x 300mm aluminium air intake door grille.	2	No.		
R	200mm diameter heavy duty UPVC extract duct	10	LM		
S	200mm diameter external wall grille	1	No.		
T	Steam Bath fragrance dispenser as "Tylo" or equal and approved				
U	Disinfecting equipment complete with steam clean as 'Tylo " ceiling mounted sprinkler and its connection to clean water and disinfectant	1	Item		
V	Music system for the Steam Bath complete with 2No. steam and heat resistant recessed speakers	1	Item		
W	Electrical works including conduiting, trunking, cabling, connections etc	1	Item		
X	Allow for preparation of Steam Bath Working and as Built drawings				
Y	Testing and commissioning	1	Item		
	SUB-TOTAL FOR 1No. STEAM BATH				
	Multiply by 2No. Steam Bath				X 2
	Total for 2No. Steam Bath Carried to Price Summary page F-15				

BILL No. 03 : GYMNASIUM EQUIPMENT INSTALLATION

ITEM	DESCRIPTION	QTY	UNIT	RATE (Kshs)	AMOUNT (Kshs)
	Supplying, delivering, installing, testing and commissioning of the following gymnasium equipment as per the description in the particular specifications section:				
	CARDIOVASCULAR EQUIPMENT				
A	Treadmill - with 3.0kW motor and 2110 x 940 x 1670mm dimensions.	8	No.		
B	Concept 2 rower	2	No.		
C	Summit trainers	2	No.		
D	Elliptical Cross trainers	4	No.		
E	Recumbent bikes	4	No.		
F	Upright bikes	4	No.		
G	Powermill Climber	2	No.		
H	Stair climber	2	No.		
	STRENGTH EQUIPMENT				
I	Lat pull down	1	No.		
J	Dual adjustable pulley	1	No.		
K	Multi - press	1	No.		
L	Triceps curl	1	No.		
M	Biceps curl	1	No.		
N	Pectoral fly	1	No.		
O	Chest press	1	No.		
P	Seated Leg press	1	No.		
Q	Leg curl	1	No.		
R	Leg extension	1	No.		
S	Hip adductor	1	No.		
T	Hip abductor	1	No.		
U	Assisted dip chin	1	No.		
V	Abdominal back extension	1	No.		
	Sub-total carried forward to collection page F-13				

ITEM	DESCRIPTION	QTY	UNIT	RATE (Kshs)	AMOUNT (Kshs)
A	Multi - jungle cable motion with 4 - stacks, handle and accessories rack	1	No.		
B	Smith machine	1	No.		
C	Calf Extension	1	No.		
D	Shoulder press	1	No.		
E	Lateral Raise	1	No.		
F	Seated Row	1	No.		
	FREE WEIGHT BENCHES AND SUPPORTS				
G	Olympic Flat bench	1	No.		
H	Olympic Incline bench	1	No.		
I	Olympic Decline/Abdominal bench	1	No.		
J	Multi Adjustable Bench	2	No.		
	RUBBER COATED DUMBBELLS AND RACKS				
K	Barbell rack accommodating 10No. Barbells. Dimensions are: 970x840x1530mm.	1	No.		
L	Single tier dumbbell rack accommodating 5No. Pairs of dumbbelss. Dimensions are: 2290x560x740mm.	1	No.		
M	Two- tier dumbbell rack accommodating 10No. Pairs of dumbbells. Dimensions are: 2290x640x840mm.	1	No.		
N	Three- tier dumbbell rack accommodating 10No. Pairs of dumbbells. Dimensions are: 2290x640x840mm.	1	No.		
O	Handle rack with 6No. Hooks and 3No. Bar supports for barbell storage. Dimensions are: 770 x 770 x 970mm	1	No.		
P	Weight Tree, dimensions 590 x 690 x 940mm high, as "Lifefitness SOWT" or equal and approved.	1	No.		
Q	Large Bumper plate storage capable of storing 8No. Bumper Plates	2	No.		
R	Small Bumper plate storage capable of storing 4No. Bumper Plates	2	No.		
	Sub-total carried forward to collection page F-13				

ITEM	DESCRIPTION	QTY	UNIT	RATE (Kshs)	AMOUNT (Kshs)
	WEIGHTS				
A	Dumbell sets Hex type:				
	i) 10 - 25kg set of 2.5kg increments	2	Sets		
	ii) 25 - 45kg set of 5kg increments	2	Sets		
B	Rubber covered dumbbell sets (delta lock dumbbells).				
	i) 2 - 20kg set of 2kg increments	2	Sets		
	ii) 22 - 50kg set of 2kg increments	2	Set		
C	Urethane dumbbells set of 1-10kg with 1kg increments-10 pairs	2	Set		
D	Olympic weight plates covered with rubber and grip, 2.5Kg, 5Kg, 10Kg, 15kg, 20kg and 25kg Plates	2	Set		
	BARS				
E	600mm chrome plated lat bar with D-type handles, rubber grips and rotating center.	3	No.		
F	950mm chrome plated lat bar with rubber grips and rotating centre	5	No.		
G	1200mm chrome plated bar with rubber and rotating centre	3	No.		
H	300 x 200mm chrome plated angled triceps bar with rubber grips and end plates.	2	No.		
I	190 x170x130mm chrome plated seated row double hand grip with rubber grips.	2	No.		
J	560mm chrome plated tricep bar straight attachment with rubber end stops and rotating center.	2	No.		
K	2100mm (7feet) Olympic Barbell stainless steel with rotating sleeves	3	No		
L	50mm Olympic size Barbell clamp collar	10	No		
M	1200mm (4feet) Olympic stainless steel EZ curl bar	2	No		
N	4/5/6 feet Olympic stainless steel straight curl bar	3	No.		
O	Stainless steel Olympic dumbbell rods	6	No.		
	Sub-total carried forward to collection page F-13				

ITEM	DESCRIPTION	QTY	UNIT	RATE (Kshs)	AMOUNT (Kshs)
	AEROBICS				
A	Stability gym balls with following properties: >non-slip surface, >textured surface, >manufactured from High Quality PVC, >burst resistant and active up to 300kg, >high resistance to deformation, >abrasion and wear resistant, >high kinesthetic feedback for all balance related exercises, >static load of 2500kg and >dynamic load of 750kg.				
	a) 550mm diameter stability ball	2	No.		
	b) 650mm diameter stability ball	2	No.		
	c) 750mm diameter stability ball	1	No.		
B	500mm Olympic spring collar bar with rubber sleeves	5	No.		
C	2000 x 1000 x 25mm grey deluxe foldable multi-purpose mat made from compounded foam and polyurethane granules.	15	No.		
D	SPIN BIKES: They shall be manufactured complete with the following: >Belt operated with quiet ride >Ultra strong frame design >Extra large pedals >Shall have digital and analog technology >Coded system to prevent cross talk >Shall have wireless technology >The bike shall be as "Lemond Revmaster Bike" or approved equivalent	8	No.		
E	Aerobic steps with non-slip surface on platform and supports up to 250kg weight. Dimensions shall be 750 x 280 x 120mm and manufactured from HDPE (high density polyethylene)	15	No.		
	Sub-total carried forward to collection page F-13				

ITEM	DESCRIPTION	QTY	UNIT	RATE (Kshs)	AMOUNT (Kshs)
	OTHERS				
A	**Height/Weight Measuring Machine:** Heavy duty commercial digital height and Weight measuring machine made of steel. The machine shall be rustproof and sturdy for durability. The Machine to be as "Lifefitness" or equal and approved.	2	No.		
B	**Salon/Barber Shampoo Chair and sink:** Salon wash unit of size 1690 x 698 x 965mm high, with motorized footrest, black rear cover, black G basin. The foot rest is raised and lowered by a mechanical. The wash unit to include hot/cold water mixer with drip-proof shower. The upholstery to be done with real vinyl. The unit to be as manufactured by "Spa Equip of Italy" or equal and approved.	2	No.		
	Sub-total carried forward to collection page F-13				

ITEM	DESCRIPTION	QTY	UNIT	RATE (Kshs)	AMOUNT (Kshs)
A	**Massage Bed** The massage bed shall have the following features a). Adjustable back part and leg rest pat: Back part can be adjusted to an approximately 45 degree position or can lay flatly (45-180 degree) b). Back section with built in face cutout and provided with removable head padding for different positions treatment requires c). With removable padded armrest d). Comfortable thick padded breathable seat cushion e). Breathable PU leather, easy to be cleaned and taken care of f). Heavy duty sturdy strong steel frame structure. The massage bed shall have the following specifications: Material: Massage Bed: PU leather massage bed and chromed steel frame Stool: PU leather cushion, ABS chromed base Color: Black/White Overall size: In Flat Condition:1890 x 635 x 610mm approximately. Stool siz:33x(37-43)cm approximately	2	No.		
B	Testing and commissioning	1	Item		
	Sub-total carried forward to collection page F-13				

COLLECTION PAGE FOR GYMNASIUM EQUIPMENT INSTALLATION

ITEM	DESCRIPTION	AMOUNT (Kshs)
A	Sub - total brought forward from page F-7	
B	Sub-total brought forward from F-8	
C	Sub-total brought forward from F-9	
D	Sub-total brought forward from F-10	
E	Sub-total brought forward from F-11	
F	Sub-total brought forward from F-12	
	Total for Gymnasium equipment carried forward to price Summary page F-15	

PROJECT MANAGER'S STATIONERY

ITEM	DESCRIPTION	QTY	UNIT	RATE	KSHS
	Tenderers shall price for the following stationery requirements. These shall then be delivered, upon their first demand to the Chief Engineer (Mechanical) immediately after the award to the successful tenderer.				
A	**Laptop** Laptop complete with 15.6 inches LCD screen, 1TB hard drive, at least 8GB Ram memory, core i7 intelprocessor. It shall have the following accessories, mouse, laptop bag, window 10 operating system and up to date "Kaspersky" antivirus software. It shall have one year warranty. To be as "HP or Dell" model or approved equivalent.	2	No		
B	**Printer** Duplex Laser printer capable of printing 7,500 pages monthly cycle with 35ppm, 460Mhz processor speed, 128mb memory and duplex printing of at least 5200dtn. To be as "HP Printer 1320" or approved equivalent.	2	No		
C	**Office Chair** High back office chair with heavy duty plastic armrests and heavy duty fabric as "Supreme Furniture" or approved equivalent.	5	No		
	Printer Cartridge				
D	HP Laser jet 05A CE505A toner cartridge	2	No		
E	HP Laser jet Q5949A toner cartridge	2	No		
F	HP Laser jet 05A Q53A toner cartridge	2	No		
	Photocopier Cartridge				
G	Sharp photocopier AR-M531N/M351N toner cartridge	2	No		
H	Ricoh/Nashuatec 9002 toner cartridge	2	No		
I	**External Drives** 2 Telabite external drives with USB 3.0 interface, impact and shock protection cover and compatible software. To be as Transcend or approved equivalent.	4	No		
J	16GB flash disks with USB 2.5 interface and to be as Transcend or approved equivalent.	4	No		
K	**Paper** Size A4 white paper with 80g/cm^2 packed in 500 sheets ream.	10	Ream		
L	Size A4 green letter head paper with 80g/cm^2 packed in 500 sheets ream as Classic or approved equivalent	2	Ream		
M	Size A4 blue letter head paper with 100g/cm^2 packed in 500 sheets ream as Conqueror or approved equivalent	2	Ream		
	Total carried forward to Summary Page F - 15				

PRICE SUMMARY OF PAGE

SAUNA, STEAM BATH AND GYMNASIUM EQUIPMENT INSTALLATIONS.

Item	Description	Cost Kshs
A	Preliminaries and general conditions page F - 4…….	
B	Total for Bill No. 1 - Total for Sauna Installation page F- 5……..	
C	Total for Bill No. 2 - Total for Steam Bath Installation page F- 6…….	
D	Total for Bill No. 3 - Total for Gymnasium Equipment Installation page F- 13…….……	
E	Project Manager's Stationery Page F-14…….	
F	Sub-total…….	
G	Allow for Contingency sum to be used at the direction of the Engineer…	3,000,000.00
H	Allow for Fluctuations…….	3,000,000.00
I	FACTORY INSPECTION- Allow a Provisional sum of Kenya Shillings Five Million (5,000,000) for Factory Inspection as per Clause 1.7 of Section C.	
J	TOTAL AMOUNT CARRIED TO FORM TENDER……..	

Amount in words: ……...……

……...……..

Tenderer's Name and Stamp ……...……

Sub contract period ……...……..

Signature: ……. Date …….

PIN NO. …….. VAT CERTIFICATE……...….

Witness: ……. Address ……...……

Signature: ……. Date ……...……

SCHEDULE OF UNIT RATES

1. *The tenderer shall fill in unit rates in Kenya Shillings for items called for in this specification as listed in this schedule.*

2. *The tenderer shall also fill in unit rates in Kenya Shillings for all other items listed in this schedule but not called for in this specification.*

ITEM	DESCRIPTION	UNIT	RATE (KSHS)
1	16 KW packaged sauna unit measuring 3.7 x 3.4 x 2.1m as "Tylo" or equal and approved	No.	
2	18Kw packaged team bath unit measuring 3.7 x 3.4 x 2.1m as "Tylo" or equal and approved	No.	
3	Spa/ Jacuzzi for 3No. people	No.	
4	Spa/ Jacuzzi for 5No. people	No.	
5	AB crunch bench	No.	
6	Utility bench	No.	
7	Arm curl bench	No.	
8	Olympic squat rack	No.	
9	Glute press	No.	
10	Preacher machine	No.	
11	Multi-jungle cable motion with 8No. stacks	No.	
12	Cable cross over	No.	
13	Vertical dumbbell rack	No.	
14	Torso rotation	No.	
15	Horizontal calf	No.	
16	Hydrotherapy	No.	
17	Manicure and Pedicure equipment	No.	
18	7ft Standard barbell	No.	
19	4ft Standard EZ barbell	No.	
20	Standard weight plates 2.5-25kg	set	